



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
August 04, 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. Approval of \$27,450 in Small Purchases; \$6,900 on Trailer Source for the Road Department, \$13,050 on Reladyne West LLC for the Landfill and \$7,500 on Capture Adventure Media for the Visitor Services
2. Ratification of the 2026 Primary Election Canvass Results

BUSINESS/ACTION

3. Consideration and Approval to transfer the current Agent of Record to Intermountain Insurance Services. Tranner Sharpe, Human Resources
4. Consideration and Approval of the Public Health Emergency and Healthcare Preparedness Programs Contract with Utah Department of Health and Humans Services and San Juan County for Fiscal Year 2024 through 2028 Amendment 3. Mike Moulton, Interim Public Health Director
5. CONSIDERATION AND APPROVAL OF A RESOLUTION FOR A BALLOT PROPOSITION NUMBER, WHICH WILL ALLOW FOR A PROPOSED LOCAL SALES AND USE TAX OF 1% FOR EMERGENCY MEDICAL SERVICES TO BE ON THE BALLOT OF THE NEXT ELECTION. Jeremy Hoggard, EMS
6. CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY, STATE OF UTAH, APPROVING AND AUTHORIZING THE ADOPTION OF FIVE SEPARATE CONTRACTS FOR COMMUNITY-BASED E-CIGARETTE, TOBACCO & OTHER DRUG PREVENTION BETWEEN SAN JUAN COUNTY, UTAH, AND THE FOLLOWING ENTITIES (“SERVICE PROVIDERS”). Rebecca Benally, Director, Health Promotion & Prevention, CHW
7. CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE APPOINTMENT OF REBECCA BENALLY AS THE SAN JUAN COUNTY PUBLIC HEALTH DIRECTOR AND LOCAL HEALTH OFFICER. Tranner Sharpe, Human Resources
8. Consideration and Approval of a Letter of Support for the Use of Eligible County Jail Inmates in Supervised Landfill Work Programs. Jens Nielson, Deputy County Attorney
9. CONSIDERATION AND APPROVAL OF A RESOLUTION ADOPTING THE RECOMMENDATION OF THE SAN JUAN COUNTY PLANNING COMMISSION APPROVING AN AMENDMENT TO TURKEY TROT ESTATES SUBDIVISION, PHASE I, LOT 3, SUBJECT TO CONDITIONS OF APPROVAL. Jens Nielson, Deputy County Attorney

10. CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE AMENDMENT TO LOT 12 OF TURKEY TROT ESTATES, PHASE II, PERMIT NO.25097, SUBJECT TO THE FINDINGS AND CONDITIONS OF APPROVAL. Jens Nielson, Deputy County Attorney

COMMISSION REPORTS

EXECUTIVE SESSION

11. A Closed Executive Session to Discuss the Character, Professional Competence, or Physical or Mental Health of an Individual as Permitted Under UCA 52-4-205.

ADJOURNMENT

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

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



117 S Main, Monticello, UT 84535

PO Deliver To: San Juan County Road Dept 885 E Center Street Monticello, Utah 84535

Purchase Order Number: 6900.00

PO Date: 07/16/2026

Vendor Name: Trailer Source

Department: San Juan County Road Dept

Purchase Order

Purchase Order

Sub Total: 6,900.00 USD **Tax:** **Freight:** **Total Due: 6,900 USD**

[Purchase Validation](#)

State Contracted

Initiator Name: Martha Garner

Approved by /s/Glenis Pearson



117 S Main, Monticello, UT 84535

PO Deliver To: San Juan County Landfill

attn: Jed Tate

Purchase Order Number: 26146

PO Date: 07/20/2026

Vendor Name: Reladyne West LLC

Department:

Purchase Order

Purchase Order

Sub Total: 13,050.00 USD **Tax:** Freight: **Total Due:** 13,050 USD

Purchase Validation

Needed for our equipment

Initiator Name: Katrina Johnson

Approved by /s/Glenis Pearson



117 S Main, Monticello, UT 84535

PO Deliver To:

Purchase Order Number: 7232026

PO Date: 07/23/2026

Vendor Name: Capture Adventure Media

Department: Visitor Services

Purchase Order

Purchase Order

Sub Total: 7,500.00 USD **Tax:** **Freight:** **Total Due:** 7,500 USD

Purchase Validation

Video Production SJC Tourism Video Project 2025

Initiator Name: Cortney Yazzie

Approved by /s/Glenis Pearson



2026 Canvass - Audit Certification Report

Item 2.

County: San Juan

Election: 2026 Primary Election

Post Election Ballot Audit Summary

1. Number of paper ballots processed: 1,811
2. Number of ballots audited: 92
3. List the contests on the ballot that were audited:

US Congress-District #3
UT House of Representative #69
Commission District #2

Commission District #3
Sheriff

Were there any differences between the tabulation software and the votes marked on the paper ballots?

Yes X No (*If YES, please attach an explanation of any inconsistencies)

DRE Machine Audit Summary (Salt Lake only)

1. Number of voting machines used in the election: _____
2. Number of polling places used for the election: _____
3. Number of voting machines audited: _____
4. Were tamper-evident seals affixed to all journal tape canisters? Yes No
(*If no, please attach copies of the journal tape logs for the applicable canisters)
5. Did all machine serial numbers match when the canisters were installed and removed? Yes No
(*If no, please attach copies of the journal tape logs for the applicable canisters)
6. Did any tape seals on the journal tape canisters show evidence of tampering? Yes No
(*If yes, please attach copies of the logs for the applicable canisters)
7. Were there any differences between the machine results and hand-counted results for any audited machine? Yes No *If yes, please attach copies of the hand count logs for the applicable canisters)

Ballot Envelope Signature audit Summary

Total number of signature affidavits audited: 19

Did the signature audit reveal any inconsistencies between a signature's initial verification and the audit?
Yes X No (*If YES, please attach an explanation of any inconsistencies)



2026 Canvass - Audit Certification Rep

Item 2.

Clerk Certification – to be completed before the canvass

☒ Yes ☐ No I certify that the audits described above were conducted according to the audit policy. This includes ensuring that all election workers and auditors completed the required training, were sworn in, and that each auditor signed an affidavit created by the clerk for the work they audited.

☒ Yes ☐ No I certify that I have reviewed the number of vote histories recorded in VISTA and they closely match the number of ballots counted in my county during this election. This number should be zero, or close to zero. Corrections should be made to ballots or voter records PRIOR to canvassing results.

Number of ballots counted: 1,811

Number of vote histories: 1,811

Difference: —

Explain any differences:

☒ Yes ☐ No I certify that I have properly maintained chain of custody controls as outlined in 20A-3a-401.1 and Rule 623-8.

☒ Yes ☐ No I certify that I have properly maintained the voter list in accordance with state and federal laws (20A-3a-404(2) and Rule 623-10).

☒ Yes ☐ No I complied with the requirements of the software validation rule R623-7: "before using any voting equipment, and before each election, the election officer shall verify that the firmware version on any voting equipment matches the firmware version that is certified by the EAC."

County Clerk Signature:

Lynna W. Dunn

Date:

7/22/26

John 7/22/2026

Ali Maye 7/22/2026

Kelen Pearson 7-22-26



SAN JUAN COUNTY CLERK/AUDITOR

Item 2.

Lyman W. Duncan
Vicky Kuykendall
Vint DeGraw

Clerk/Auditor
Deputy Clerk/Auditor
Deputy Clerk/Auditor

2026 Primary Election - June 23, 2026

Canvass Report - San Juan County

Prepared by Lyman W. Duncan, Clerk/Auditor

July 22, 2026

As required by Utah State Code, the following documents are part of the Canvass Report:

1. Lt. Governor's Office Standardized Canvass Statistics Report
2. 2026 Canvass – Audit Certification Report
3. Election Results by Contest and Precinct

We, the Board of Canvassers, declare the 2026 Primary Election Certified:

Lori Maughan, Board Chair *Lori Maughan* 7/22/2026

Lehi Lacy, Sheriff *Lehi Lacy* 7-22-2026

Glenis Pearson, Treasurer *Glenis Pearson* 7-22-26

Lyman W. Duncan, Clerk/Auditor *Lyman W. Duncan*

Summary Results Report
Primary Election
June 23, 2026

OFFICIAL RESULTS
Item 2.

San Juan County, Utah

Statistics	TOTAL
Election Day Precincts Reporting	25 of 25
Precincts Complete	0 of 25
Precincts Partially Reported	25 of 25
Absentee/ Early Precincts Reporting	0 of 25
Registered Voters - Total	3,475
Registered Voters - Republican	3,475
Registered Voters - NONPARTISAN	0
Ballots Cast - Total	1,811
Ballots Cast - Republican	1,811
Ballots Cast - NONPARTISAN	0
Ballots Cast - Blank	0
Voter Turnout - Total	52.12%
Voter Turnout - Republican	52.12%
Voter Turnout - NONPARTISAN	0.00%

Republican for U.S. House District 3

Vote For 1	TOTAL
CELESTE MALOY	536
PHIL LYMAN	1,259
Overvotes	0
Undervotes	16
Contest Totals	1,811

Republican for State House District 69

Vote For 1	TOTAL
DANIEL GARDNER	311
LOGAN J. MONSON	1,474
Overvotes	0
Undervotes	26
Contest Totals	1,811

Republican for County Commissioner District 3

Vote For 1	TOTAL
AMER M. TUMEH	174
JAMIE HARVEY	229
Overvotes	0
Undervotes	5
Contest Totals	408

Republican for County Sheriff
Vote For 1

	TOTAL
LEHI T. LACY	988
WYATT S HOLYOAK	784
Overvotes	0
Undervotes	39
Contest Totals	1,811

Standardized Canvass Statistics Report

****San Juan** - **June 23, 2026****

Item 2.

Section 1: Active Voters and Turnout

52.1% Voter turnout

3,475 Active voters (use only the number given to counties the Friday before the election)

Section 2: Counted Ballot Statistics

1,811 Total ballots counted

1,567 Mail ballots counted

126 In-person early voting period ballots counted

77 In-person election day ballots counted

0 Disability ballots counted returned electronically

3 UOCAVA ballots counted returned electronically

25 Provisional ballots counted

0 Emergency ballots counted

Section 3: Vote History Reconciliation

1,811 Vote histories given

Yes Does total ballots counted match the number of voters given vote history in VISTA?

NA If no, what is the difference? (surplus vote histories)

If no, provide an explanation below.

Section 4: Provisional Ballot Statistics

39 Provisional ballots issued

25 Provisional ballots counted

14 Total provisional ballots not counted

Already voted

1 Insufficient ID

Residency

1 Incomplete form

12 Other

64.1% Percentage of provisionals that were counted

3 Number of provisional ballots that were same-day registration

Section 5: By Mail Ballot Statistics

111 Total challenged curable ballots (number of voters sent a cure notice)

77 Total rejected ballots that were curable but not cured

48 Envelopes with a signature that does not match the voter's signature

11 Unsigned envelopes

18 Ballots challenged for other curable reasons

69.4% Percentage of curable ballots not cured

0 Number of ballots where the voter submitted a disability affidavit

157 Total rejected non-provisional ballots that could not legally be cured

157 Returned after the received-by deadline

0 Rejected for other non-curable reasons

4.5% Percentage of ballots returned as undeliverable

Section 6: County Clerk Certification

I certify that the information contained in this report is true and accurate. (type your name in the field below)

Lyman W. Duncan



STAFF REPORT

MEETING DATE:	August 4th, 2026
TITLE:	Consideration and Approval of the transfer the current Agent of Record to Intermountain Insurance Services. This change will allow the County to enhance service levels and ensure continued support in the administration of employee benefits. Tranner Sharpe, Human Resources
RECOMMENDATION:	Approval

SUMMARY

San Juan County currently utilizes an Agent of Record (AOR) to assist with the administration and servicing of employee benefit plans, including health, dental, vision, and related coverages. The Agent of Record serves as the County's designated representative with insurance carriers and provides support in areas such as plan management, compliance guidance, employee support, and renewal negotiations.

The County is requesting approval to transfer the current Agent of Record to **Intermountain Insurance Services**. This change will allow the County to enhance service levels and ensure continued support in the administration of employee benefits. The transfer of the Agent of Record does not change the existing benefit plans, coverage levels, or insurance carriers; it only updates the authorized representative managing the County's benefits.



Lori Maughan	Chair
Jamie Harvey	Vice-Chair
Silvia Stubbs	Commissioner

Date: August 4th, 2026

PEHP

RE: Agent of Record Change for **San Juan County**

Group#: _____

To Whom It May Concern,

San Juan County hereby designates Jeffrey Kelsey as Agent of Record, effective **August 4, 2026** with respect to the **medical** products purchased from **PEHP**. In making this designation, it is required that you pay any and all commissions and/or fees payable from the effective date forward to the Agent of Record. It is understood that the Agent of Record is the exclusive representative to act on behalf of the client to:

1. Solicit insurance proposals from you, and
2. Review proposals and make recommendations assisting us in achieving our goals.

I hereby represent to your firm that in issuing this Agent of Record Letter, the Agent of Record has not given, paid, provided or promised any benefit, inducement, or compensation in any form other than services directly supporting your medical and dental insurance product(s). Further, no representation has been made that the Agent of Record can obtain a premium rate more favorable to our company that is available through any other appointed agent for the same coverage, benefit, or program.

I understand that the terms and conditions of this appointment will be subject **PEHP's** specific contractual requirements, as well as your normal agent appointment procedures.

Any questions about our coverage or proposed benefit changes, as well as any fees and commissions, should be directed to:

Jeffrey Kelsey
801-814-0050

Intermountain Insurance Services
5075 South 1500 West
Riverdale, UT 84405

This Agent of Record Letter rescinds any prior appointments of agent/agency with respect to this coverage and shall remain in effect until revoked or replaced in writing.

Sincerely,

San Juan County Commissioner Chair

Date _____

San Juan County Commissioner

Date _____

San Juan County Commissioner

Date _____

The Agent of Record shown above hereby accepts the designation set forth above and confirms the representations made herein.

Jeffrey Kelsey

Date _____



Lori Maughan	Chair
Jamie Harvey	Vice-Chair
Silvia Stubbs	Commissioner

Date: August 4th, 2026

PEHP

RE: Agent of Record Change for **San Juan County**

Group#: _____

To Whom It May Concern,

San Juan County hereby designates Jeffrey Kelsey as Agent of Record, effective **August 4, 2026** with respect to the **dental** products purchased from **Metlife**. In making this designation, it is required that you pay any and all commissions and/or fees payable from the effective date forward to the Agent of Record. It is understood that the Agent of Record is the exclusive representative to act on behalf of the client to:

1. Solicit insurance proposals from you, and
2. Review proposals and make recommendations assisting us in achieving our goals.

I hereby represent to your firm that in issuing this Agent of Record Letter, the Agent of Record has not given, paid, provided or promised any benefit, inducement, or compensation in any form other than services directly supporting your medical and dental insurance product(s). Further, no representation has been made that the Agent of Record can obtain a premium rate more favorable to our company that is available through any other appointed agent for the same coverage, benefit, or program.

I understand that the terms and conditions of this appointment will be subject **Metlife's** specific contractual requirements, as well as your normal agent appointment procedures.

Any questions about our coverage or proposed benefit changes, as well as any fees and commissions, should be directed to:

Jeffrey Kelsey
801-814-0050

Intermountain Insurance Services
5075 South 1500 West
Riverdale, UT 84405

This Agent of Record Letter rescinds any prior appointments of agent/agency with respect to this coverage and shall remain in effect until revoked or replaced in writing.

Sincerely,

San Juan County Commissioner Chair

Date _____

San Juan County Commissioner

Date _____

San Juan County Commissioner

Date _____

The Agent of Record shown above hereby accepts the designation set forth above and confirms the representations made herein.

Jeffrey Kelsey

Date _____



Lori Maughan	Chair
Jamie Harvey	Vice-Chair
Silvia Stubbs	Commissioner

Date: August 4th, 2026

Guardian

RE: Agent of Record Change for **San Juan County**

Group#: _____

To Whom It May Concern,

San Juan County hereby designates Jeffrey Kelsey as Agent of Record, effective **August 4, 2026** with respect to the **Supplemental** products purchased from **The Guardian**. In making this designation, it is required that you pay any and all commissions and/or fees payable from the effective date forward to the Agent of Record. It is understood that the Agent of Record is the exclusive representative to act on behalf of the client to:

1. Solicit insurance proposals from you, and
2. Review proposals and make recommendations assisting us in achieving our goals.

I hereby represent to your firm that in issuing this Agent of Record Letter, the Agent of Record has not given, paid, provided or promised any benefit, inducement, or compensation in any form other than services directly supporting your medical and dental insurance product(s). Further, no representation has been made that the Agent of Record can obtain a premium rate more favorable to our company that is available through any other appointed agent for the same coverage, benefit, or program.

I understand that the terms and conditions of this appointment will be subject the **Guardian's** specific contractual requirements, as well as your normal agent appointment procedures.

Any questions about our coverage or proposed benefit changes, as well as any fees and commissions, should be directed to:

Jeffrey Kelsey
801-814-0050

Intermountain Insurance Services
5075 South 1500 West
Riverdale, UT 84405

This Agent of Record Letter rescinds any prior appointments of agent/agency with respect to this coverage and shall remain in effect until revoked or replaced in writing.

Sincerely,

San Juan County Commissioner Chair

Date _____

San Juan County Commissioner

Date _____

San Juan County Commissioner

Date _____

The Agent of Record shown above hereby accepts the designation set forth above and confirms the representations made herein.

Jeffrey Kelsey

Date _____



COMMISSION STAFF REPORT

MEETING DATE: August 4, 2026

ITEM TITLE, PRESENTER: Consideration and approval of the Public Health Emergency and Healthcare Preparedness Programs FY 24-28 - San Juan County Health Department Amendment 3, Presented by Mike Moulton, Interim Public Health Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this amendment is to:

- Add \$117,610.00 in federal funds to the Public Health Emergency and Healthcare Preparedness Programs (PHEP) agreement.

HISTORY/PAST ACTION

Commission approval of the initial contract/agreement.

FISCAL IMPACT

The PHEP agreement requires a 10% county match, using local funds. The match amount needed will be \$11,716.00.



Department of Health & Human Services

SUBRECIPIENT AMENDMENT

25169362

Department Log Number

252700362

State Agreement ID

1. AGREEMENT NAME: Public Health Emergency and Healthcare Preparedness Programs FY 24-28 - San Juan County Health Department Amendment 3
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: (i) provide funding for FY27; and (ii) supersede and replace Attachments A and B.
4. CHANGES TO AGREEMENT:
 1. Adding FY27 funds in the amount of \$117,610.00.
 2. Updating attachments to include FY27 funding and deliverables.

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

Intentionally Left Blank

Contract with Utah Department of Health and Human Services and San Juan County , Log # 25169362

IN WITNESS WHEREOF, the parties enter into this agreement.

Signature

Signed by: _____

Lori Maughan
Commission Chair

Date Signed: _____

Attachment A: Scope of Work for Local Health Departments
Public Health Emergency Preparedness (PHEP) and
Hospital Preparedness Program (HPP) Cooperative Agreements
Public Health Emergency and Healthcare Preparedness Programs FY 2024-2028

Article 1
GENERAL PURPOSE

- 1.1 General Purpose. The general purpose of this grant is to develop, sustain, and demonstrate progress toward achieving public health and the healthcare preparedness and response capabilities as they pertain to the local public health department's purview.

Article 2
DEFINITIONS

Definitions. In this grant the following definitions apply:

"ASPR" means the federal Administration for Strategic Preparedness and Response.

"Budget Period" refers to the 12-month period beginning July 1 through June 30.

"Budget Period 1" refers to the first Budget Period, July 1, 2024, through June 30, 2025 of the 2024-2028 Project Period.

"Budget Period 2" refers to the second Budget Period, July 1, 2025, through June 30, 2026 of the 2024-2028 Project Period.

"Budget Period 3" refers to the third Budget Period, July 1, 2026, through June 30, 2027 of the 2024-2028 Project Period.

"Carryover" means unspent or unobligated balance of funds from prior Budget Periods that the Subrecipient may request to use in the current Budget Period.

"CDC" means Centers for Disease Control and Prevention.

"Clinical Care" means to directly manage the medical care and treatment of patients.

"Cooperative Agreement" means the federal Hospital Preparedness Program (EP-U3R-24-001) and Public Health Emergency Preparedness Program Cooperative Agreement (CDC-RFA-TU-24-0137).

"HPP" means Hospital Preparedness Program.

"Local Health Department Preparedness Deliverable Tracker" means the living report that encompasses all required LHD program deliverables for each program.

"MCM" means Medical Countermeasures which are FDA-regulated products (biologics, drugs, devices) that may be used in the event of a potential public health emergency.

"No-cost Extension" means unspent or unobligated balance of funds from a prior Project Period that the Subrecipient may request to use in the current Project Period.

"NOFO" means notice of funding opportunity.

"PHEP" means Public Health Emergency Preparedness.

"Project Period" means the 5-year period of the 2024-2029 Cooperative Agreement, July 1, 2024, through June 30, 2029.

Article 3 CONTACT INFORMATION

3.1 For general programmatic questions, contact:

The Preparedness Grants General Email Box at prepgrants@utah.gov.

3.2 For financial or budget assistance, contact:

Jerry Edwards, Financial Manager
Office of Fiscal Operations, Utah Department of Health and Human Services
(801) 538-6647
jedwards@utah.gov

Article 4 SERVICE REQUIREMENTS

4.1 The Subrecipient shall:

- (1) follow programmatic and reporting requirements for each program as outlined in attachments A-B;
- (2) submit all programmatic and reporting requirements to DHHS via email at prepgrants@utah.gov; and
- (3) comply with current SAFECOM guidance. Additional information may be found at <https://www.cisa.gov/safecom>.

Article 5 DELIVERABLE TRACKING

5.1 DHHS acknowledges and documents the completion of the Subrecipient's programmatic and reporting requirements within the Local Health Department Preparedness Deliverable Tracker.

5.2 Changes to programmatic and reporting requirements that occur within the contract duration will be documented within the Local Health Department Preparedness Deliverable Tracker, and will supersede the programmatic and reporting requirements as listed in the succeeding attachments. The Subrecipient will be

notified by email of any changes to programmatic and reporting requirements and will utilize the Local Health Department Preparedness Deliverable Tracker to reference these changes.

Article 6 FUNDING

6.1 Funding.

- (1) Budget Period 1: 117,610.00
 - (A) Attachment B - Public Health Emergency Preparedness (PHEP-Base) \$117,610.00
- (2) Budget Period 2: 117,610.00
 - (A) Attachment B - Public Health Emergency Preparedness (PHEP-Base) \$117,610.00
- (3) Budget Period 3: 117,610.00
 - (A) Attachment B - Public Health Emergency Preparedness (PHEP-Base) \$117,610.00

Article 7 INVOICING

7.1 **Invoicing.** The Subrecipient shall:

- (1) identify each funding source, including match requirements, in the monthly expenditure report.
- (2) submit a final monthly expenditure report for the June funding transfer by a date in July provided by DHHS each fiscal year (typically the 6th business day in July).

Article 8 EXTENSIONS AND CARRYOVER

- 8.1 In the event that federal guidance provides a Carryover or No-cost Extension of funds to DHHS, the Subrecipient may receive a Carryover or No-cost Extension of unobligated funds from the current Budget Period to the next Budget Period.
- 8.2 There is no guarantee new funds will be available to continue activities in the succeeding budget period(s).
- 8.3 Carryover/No-cost extension limits shall be in accordance with the annual limits set by the CDC and ASPR.
- 8.4 The Subrecipient shall use Carryover/No-cost Extension funds for DHHS-approved work plan activities which are consistent with the purpose or terms and conditions of the federal award to the recipient.
- 8.5 Approved Carryover/No-cost Extension funds must be fully expended by June 30 of the following Budget Period. For example, Budget Period 2 ends on June 30, 2026, and approved Budget Period 2 Carryover funds must be fully expended by June 30, 2027.

- 8.6 The Subrecipient shall submit an end-of-year progress report encompassing all Carryover funded activities completed during the current Budget Period. This report is due to DHHS by August 15, annually.

Article 9 BUDGET REDIRECTIONS

- 9.1 The Subrecipient shall submit budget redirection requests to DHHS no later than March 15.
- 9.2 All redirection requests must include:
- (1) revised budget;
 - (2) revised work plan (if any activities are changed due to the funds adjustment); and
 - (3) justification statement for the request, including an explanation of budget and workplan items that were changed to accommodate the adjustment.

Article 10 USE OF FUNDS FOR RESPONSE

- 10.1 These funds are intended primarily to support preparedness activities that help ensure state and local public health departments are prepared to prevent, detect, respond to, mitigate, and recover from a variety of public health and healthcare threats.
- 10.2 **PHEP Funds for Response:**
- (1) PHEP funds may, on a limited, case-by-case basis, be used to support response activities to the extent they are used for their primary purposes: to strengthen public health preparedness and enhance the capabilities of state, local, and tribal governments to respond to public health threats.
 - (2) Some PHEP planning activities may have immediate benefits when conducted or performed simultaneously with an actual public health emergency. It is acceptable to spend PHEP funds on PHEP planning activities that benefit the response effort, as long as the activities demonstrably support progress toward achieving CDC's 15 public health preparedness and response capabilities and demonstrate related operational readiness.
 - (3) The Subrecipient and DHHS must receive approval from CDC to use PHEP funds during response for new activities not previously approved as part of their annual funding applications or subsequent budget change requests.
 - (A) The approval process may include a budget redirection or a change in the scope of activities. Prior approval by the CDC grants management officer (GMO) is required for a change in scope under any award, regardless of whether there is an associated budget revision.
 - (B) Any change in scope must also be consistent with the Cooperative Agreement's underlying statutory authority, Section 319C-1 of the PHS Act, applicable cost principles, the notice of

funding opportunity, and DHHS and Subrecipient applications, including the jurisdictional all-hazards plans.

10.3 HPP Funds for Response

- (1) The Pandemic and All-Hazards Preparedness and Advancing Innovation Act amended section 319C-2 of the Public Health Service Act ("PHS") to allow HPP funds to be used for response activities. The Subrecipient, on a limited, case-by-case basis requiring prior approval from DHHS, shall use HPP funds to support response activities to the extent they are used for HPP's primary purpose: to prepare the health care delivery system for disasters and emergencies and to improve surge capacity.
- (2) The Subrecipient may request to use funds for response if the response activities:
 - (A) are consistent with approved project goals, and/or;
 - (B) can be used to fulfill training or exercise requirements, as described within the NOFO exercise and improve section; and
 - (C) ASPR may issue guidance during specific events that may provide additional flexibility.

Article 11 FUNDING RESTRICTIONS

11.1 Expenses incurred during the grant period must support activities conducted during the same period.

11.2 The funding restrictions are as follows:

- (1) The Subrecipient shall perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible;
- (2) Subrecipients may supplement but not supplant existing state or federal funds for activities described in the budget;
- (3) The Subrecipient may not use funds to purchase promotional clothing. The Subrecipient may purchase clothing used for personal protective equipment (PPE) or response purposes, if it can be re-issued.
- (4) Food is not allowed unless it is reasonable and necessary, and food costs must clearly and directly benefit the grant project to which they are being charged. Refer to 45 CFR 75.432, Conferences, for more information. The Subrecipient must ensure this activity is documented in the budget and approved by DHHS.
 - (A) The criteria for determining allowable expenses for meetings and conferences where meals will be served are:
 - (i) meals must be a necessary part of a working meeting (or training), integral

to full participation in the business of the meeting (i.e., meals may not be taken elsewhere without attendees missing essential formal discussions, lectures, or speeches concerning the purpose of the meeting or training);

- (ii) meal costs are not duplicated in participants' per diem or subsistence allowances;
 - (iii) the majority of meeting participants are traveling from a distance of more than 50 miles;
 - (iv) the Subrecipient may not pay for guest meals (i.e., meals for non-essential attendees).
- (5) Subrecipients may, with prior approval, use funds for overtime for personnel directly associated and budgeted with the project;
- (6) Reimbursement of pre-award costs is not allowed;
- (7) Recipients may not use funds for research;
- (8) Recipients may not use funds for clinical care except as allowed by law;
- (9) Generally, recipients may not use funds to purchase furniture. Any such proposed spending must be clearly identified and justified in the budget;
- (10) Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - (A) Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body; or
 - (B) The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before any legislative body;
- (11) Payment or reimbursement of backfilling costs for staff is not allowed;
- (12) None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$228,000 per year;
- (13) Funds may not be used to purchase or support (feed) animals for labs, including mice;
- (14) Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from the CDC OGS via DHHS;
- (15) Subrecipients may not use funds for construction or major renovations;

- (16) Funds may not be used to purchase over-the road passenger vehicles. Subrecipient may, with prior approval;
 - (A) use funds to lease vehicles to be used as a means of transportation for carrying people, supplies or equipment during times of need;
 - (B) use funds to enter into formal transportation agreements with commercial carriers for moving medical materials, supplies, and equipment; and
 - (C) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads;
 - (D) Subrecipients may, with prior approval, purchase basic (non-motorized) trailers.
- (17) For guidance on cost principles and audit requirements including unallowable or restricted costs, refer to 45 CFR part 75, Subpart E–Cost Principles, General Provisions for Selected Items of Cost.

11.3 Vaccines. With prior CDC approval, Subrecipients may use funds to purchase caches of antibiotics for use by public health responders and their households to ensure the health and safety of the public health workforce during an emergency response, or an exercise to test response plans. Funds may not be used to supplant other funding intended to achieve this objective.

- (1) With prior CDC approval via DHHS, Subrecipients may use funds to purchase caches of vaccines for public health responders and their households to ensure the health and safety of the public health workforce;
- (2) With prior CDC approval via DHHS, Subrecipients may use funds to purchase caches of vaccines for select critical workforce groups to ensure their health and safety during an exercise testing response plans:
 - (A) Subrecipients must document in their submitted exercise plans the use of vaccines for select critical workforce personnel before CDC will approve the vaccine purchase;
- (3) Subrecipients may not use PHEP funds to supplant other funding intended to achieve these objectives;
- (4) Recipients of PHEP-funded vaccines (within the context of the exercise) may include:
 - (A) Persons who meet the criteria in the CDC-Advisory Committee on Immunization Practices (ACIP) recommendations www.cdc.gov/vaccines/acip/index.html for who should receive vaccine; and
 - (B) Persons who are not eligible to receive the vaccine through other entitlement programs such as Medicare, Medicaid, or the Vaccines for Children (VFC) program;

- (i) VFC-eligible children or Medicare beneficiaries may participate in the exercise; however, they should be vaccinated with vaccines purchased from the appropriate funding source;
- (5) Funds may not be used to purchase vaccines for seasonal influenza mass vaccination clinics or other routine vaccinations covered by ACIP schedules;
- (6) Funds may not be used to purchase influenza vaccines for the general public;
- (7) On a case-by-case basis and only with CDC prior approval via DHHS, PHEP funds may be used to purchase limited supplies of vaccines for emergency response activities that help jurisdictions strengthen their public health preparedness and response capabilities. This purchase should only be used when necessary for the rapid distribution and administration of medical countermeasures such as during a supply disruption (section 2802 of the PHS Act);
- (8) Recipients may not use funds for clinical care except as allowed by law. PHEP-funded staff may administer MCMs such as antibiotics or vaccines as a public health intervention in the context of an emergency response or an exercise to test response plans. CDC does not consider this clinical care since it is not specific to one individual patient.

Article 12 TERMINATION

- 12.1 This agreement is subject to the availability of federal funding. If federal funding is rescinded, this agreement shall be terminated immediately without penalty or further obligation.

Article 13 PHEP FUNDED PUBLICATIONS

- 13.1 CDC Copyright Interests Provisions and Public Access Policy requires that all final, peer-reviewed manuscripts developed under the PHEP award upon acceptance for publication follow policy as provided on page 67, section 16 entitled, "Copyright Interests Provisions" of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement award CDC-RFA-TU-24-0137.

Article 14 ASPR FUNDED PUBLICATIONS

- 14.1 All Subrecipient publications, including research publications, press releases, other publications or documents about research that is funded by ASPR must include the following two statements:
- (1) A specific acknowledgment of grant support, such as:
 - (A) "Research reported in this [publication/press release] was supported by the Hospital Preparedness Program, administered by the Utah Office of Preparedness and Response and the Department of Health and Human Services Office of the Administration for Strategic Preparedness and Response under award number (NU90TU000051 [PHEP] or U3REP240724 [HPP])."; and

- (B) A disclaimer that says: "The content is solely the responsibility of the authors and does not necessarily represent the official views of the Department of Health and Human Services Office of the Administration for Strategic Preparedness and Response."

Attachment B: Public Health Emergency Preparedness (PHEP) Base
Public Health Emergency and Healthcare Preparedness Programs FY 2024-2028

Article 1
GENERAL PURPOSE

- 1.1 The Subrecipient shall use Public Health Emergency Preparedness (PHEP) funding to strengthen the capacity and capability of the local public health system to prepare for, respond to, and recover from public health threats and emergencies through a continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and implementing corrective actions.

Article 2
DEFINITIONS

- 2.2 Definitions. In this grant the following definitions apply:

"ASPR" means the federal Administration for Strategic Preparedness and Response.

"CDC" means Centers for Disease Control and Prevention.

"CFR" means the Code of Federal Regulations.

"CHEMPACK" containers of nerve agent antidotes and supplies that can be quickly accessed by first responders and medical professionals in a chemical incident.

"IPP" means Integrated Preparedness Plan.

"MCM" means Medical Countermeasures.

"NACCHO" means the National Association of County and City Health Officials.

"PHEP" means Public Health Emergency Preparedness.

"Project Period" means the 5-year period of the 2024-2029 Cooperative Agreement, July 1, 2024, through June 30, 2029.

"Public Health Emergency Preparedness and Response Capabilities" means the fifteen capabilities specific to public health as identified by the CDC and referenced in the Cooperative Agreement, titled Public Health Emergency Preparedness and Response Capabilities: National Standards for State and Local Planning available upon request.

Article 3
APPROACH

- 3.1 The Subrecipient will use the Public Health Emergency Preparedness and Response Capabilities, which describe the 15 capability standards designed to support jurisdictions, and the Response Readiness Framework, which identifies 10 cross-cutting program priorities, to design, develop, and implement

the outlined strategies and activities to improve their readiness to execute plans, respond to public health threats and emergencies, and recover from them. The outlined strategies include:

- (1) prioritize a risk-based approach to all-hazards planning and improve readiness, response, and recovery capacity for existing and emerging public health threats;
- (2) improve whole community readiness, response, and recovery through enhanced partnerships and improved communication systems for timely situational awareness and risk communication; and
- (3) improve capacity to meet jurisdictional administrative, budget, and public health surge management needs and to improve public health response workforce.

Article 4 SERVICE REQUIREMENTS

4.1 The Subrecipient's PHEP work plan and budget shall meet all requirements defined in this section and shall be evaluated by DHHS against the following criteria:

- (1) whether the work plan narrative adequately describes planned activities for the project and/or budget period;
- (2) whether the budget and work plan have a reasonable relationship, correlation, and continuity, where applicable, with data from past performance;
- (3) whether the work plan includes adequate planned activities to prioritize, build and sustain public health capabilities and address the program priorities of the Response Readiness Framework (RRF);
- (4) whether the work plan includes adequate planned activities which reflect progress to coordinate public health preparedness program activities and leverage program funding;
- (5) whether the budget line-items contain sufficiently detailed justifications and cost calculations; and
- (6) the completeness of the work plan and budget:
 - (A) DHHS will review the workplan and budget. Following the initial review, DHHS staff may contact the Subrecipient to collect additional information if needed.
 - (B) Any programmatic questions regarding the submission requirements should be directed to the contact listed in Attachment A.

4.2 The Subrecipient shall submit a PHEP work plan to DHHS:

- (1) The work plan is due to the DHHS by July 31, annually.
- (2) The work plan shall include the program requirements listed in this Program Requirements.
- (3) DHHS agrees to provide the PHEP work plan template via email thirty (30) days before the due date.

- (4) The work plan must describe planned activities for each budget period within the five-year project period, and include:
 - (A) Continuing efforts to build and sustain the 15 Public Health Emergency Preparedness and Response Capabilities;
 - (B) Activities to support the RRF program priority areas outlined in the Programmatic Requirements; and
 - (C) The goal of measurable progress toward achieving improved public health readiness, response, and recovery capability that follows standardized emergency management practices.

4.3 Subrecipient Budget Requirements. The Subrecipient shall:

- (1) provide a detailed line-item budget and line-item justification of the funding amount to support program activities and reflect the 12-month budget period;
- (2) use the budget template provided by DHHS and submit to prepgrants@utah.gov by July 15; and
- (3) perform a substantial role in carrying out the project objectives.
- (4) Matching of Federal Funds. The Subrecipient shall:
 - (A) provide non-federal contributions as a match, in the amount of 10% of the grant reimbursed amount:
 - (i) Subrecipient shall include the 10% match on the submitted budget and include narrative about the match.
 - (B) send signed documentation certifying non-federal contributions to prepgrants@utah.gov, using a form provided by DHHS, no later than July 15, annually;
 - (C) refer to 45 CFR § 75.306 for match requirements, including descriptions of acceptable match resources. Subrecipient's documentation of match shall follow procedures for generally accepted accounting practices and meet audit requirements.
 - (D) Subrecipient's matching funds may be provided directly (through Subrecipient staff time) or through donations from public or private entities, which may be cash or in kind, fairly evaluated, including plant, equipment, or services; and
 - (E) Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining such non-federal contributions.

4.4 The Subrecipient shall submit progress reports to DHHS twice a year on activities performed.

(1) The mid-year progress report is due annually for each budget period by January 31, and:

- (A) includes the performance period of July 1 through December 31 within the budget period;
- (B) be fully completed by updating all mid-year progress report sections of the work plan; and
- (C) include a progress report on PHEP work plan activities or changes and performance measurement activities.

(2) The end-of-year progress report is due annually for each budget period by August 15, and:

- (A) Encompasses the performance period of July 1 through June 30 within the budget period;
- (B) Be fully completed by updating the end-of-year progress report sections of the work plan; and
- (A) Include an outcome report on PHEP work plan activities and performance measurement activities.

4.5 **Subrecipient shall use funds to:**

- (1) participate in the National Association of County and City Health Officials (NACCHO) Project Public Health Ready recognition program, if desired;
- (2) participate in essential preparedness meetings or training sessions either in-person or online including:
 - (A) The annual Preparedness Summit sponsored by NACCHO;
 - (B) Local health emergency response coordinator affiliate meeting.

Article 5 EVIDENCE-BASED BENCHMARK

5.1 CDC PHEP has defined program benchmarks as a method of accountability. Failure by DHHS or the Subrecipient to substantially meet a benchmark will subject the state to withholding of up to 30% of future funding.

5.2 **Benchmarks.** The Subrecipient shall:

- (1) submit your pandemic influenza plan or integrated respiratory pathogen pandemic plan in BP1;
- (2) submit a multiyear integrated preparedness plan (IPP) annually;

- (3) update the jurisdictional risk assessment to identify and prioritize populations that are potentially disproportionately impacted because of access and functional needs given the identified risks;
- (4) include partners that represent prioritized populations in planning and exercises; and
- (5) include communication objectives when exercising to identify and address misinformation and disinformation.

Article 6 PROGRAMMATIC REQUIREMENTS

6.1 **Risk assessment.** The Subrecipient shall complete and submit a risk assessment and data elements.

- (1) The Subrecipient will utilize the Jurisdictional Risk Assessment (JRA) completed in 2024 to inform preparedness activities; and
- (2) Annually review and update, if needed, the local risk assessment to include people who are disproportionately impacted by public health emergencies.

6.2 **Planning.** The Subrecipient will develop, maintain, and update the following plans (which may be included as annexes or components in larger plans) at least once every 3 years. To the extent possible, the Subrecipient shall identify key data systems and data sources necessary to meet jurisdictional needs during an emergency response and include this information in emergency response plans:

- (1) All-hazards preparedness and response plan;
- (2) Infectious disease response plan;
- (3) Pandemic influenza plan or integrated respiratory pathogen pandemic plan;
- (4) Medical countermeasures (MCM) distribution and dispensing plan;
- (5) Continuity of operations (COOP) plan;
- (6) Chemical, biological, radiological, and nuclear (CBRN) response plan;
- (7) Volunteer management plan;
- (8) Crisis and Emergency Risk Communications (CERC) and information dissemination plans; and
- (9) Administrative and budget preparedness plan.

6.3 **Integrated Preparedness Plan.** The Subrecipient will complete and submit a multiyear integrated preparedness plan (IPP) and data elements. The Subrecipient shall:

- (1) annually conduct an integrated preparedness planning workshop (IPPW) for your organization to review and update the 5-year IPP;

- (A) include planning, training, and exercising priorities and integrate the exercise requirements into the IPP;
 - (B) the IPP must address the pandemic influenza plan (benchmark);
 - (C) incorporate recovery operations into public health multiyear IPP.
- (2) participate in DHHS's annual integrated preparedness planning workshop (IPPW), as scheduled

6.4 **Exercises.** The Subrecipient shall:

- (1) schedule, develop and conduct required exercises.
- (2) use the CDC Exercise Framework Supplemental Guidance to develop exercise objectives and adhere to the criteria outlined within the guidance document.
- (3) determine the 5-year exercise schedule and document the dates in the IPP:
 - (A) the following exercises must be completed by June 30, 2029:
 - (i) Administrative preparedness discussion-based exercise;
 - (ii) Biological incident track:
 - (a) Biological incident 100 discussion based exercise
 - (b) Biological 200 functional exercise
 - (iii) Capstone track:
 - (a) Capstone 100 discussion based exercise
 - (b) Capstone 200 drill
 - (c) Capstone 300 functional exercise
 - (d) Capstone 400 full-scale exercise
 - (iv) Optional participation in DHHS facilitated discussion-based exercises for:
 - (a) Chemical incident
 - (b) Radiological/Nuclear incident
 - (c) Natural disasters

- (d) This is not optional for Cities Readiness Initiative (CRI) awarded Subrecipients.

- 6.5 **Medical countermeasures.** The Subrecipient shall maintain capacity and capability to distribute, dispense, administer medical countermeasures (MCMs) and manage medical materiel according to Public Health Emergency Preparedness and Response Capabilities and ASPR Strategic National Stockpile (SNS) guidelines.
- 6.6 **Partnerships.** The Subrecipient shall include critical response and recovery partners in required plans and exercises.
- 6.7 **Risk communications.** The Subrecipient shall:
- (1) develop or update crisis and emergency risk communication (CERC) and information dissemination plans, or risk communications plan;
 - (2) identify and implement communication surveillance, media relations, and digital communication strategies in exercises; and
 - (3) identify and implement specific CERC activities that meet the diverse needs of communities of focus.
- 6.8 **Administrative preparedness.** The Subrecipient shall:
- (1) update administrative preparedness plans using lessons learned from emergency responses; and
 - (2) integrate administrative preparedness recommendations into training and exercises.
- 6.9 **Workforce.** The Subrecipient shall:
- (1) complete training to ensure baseline competency and integration with preparedness requirements;
 - (2) develop plans, processes, and procedures to hire, recruit, train, and retain a highly qualified and diverse workforce; and
 - (3) provide guidance, direction, and training to maintain a ready responder workforce across the entire health department.

Article 7 OUTCOMES

- 7.1 **Outcomes.** The desired outcome of this grant as outlined in the CDC PHEP logic model is to prevent or reduce morbidity and mortality for all impacted populations from incidents with public health consequences whose scale, rapid onset, or unpredictability stresses the public health system. Short- and medium-term outcomes include:
- (1) improved public health readiness, response, and recovery capability that follows standardized emergency management practices;

- (2) implemented timely public health recommendations and control measures for all hazards;
- (3) earliest identification and investigation of incidents with public health impact;
- (4) timely communication of situational awareness and risk information;
- (5) timely coordination and support of response and recovery activities with health care systems and partners;
- (6) integrated whole community into public health response and recovery;
- (7) increased hiring and retention of surge staff resources; and
- (8) prepared public health workforce ready to sustain public health investigations, response, and recovery.

7.2 Performance Measure. The Subrecipient shall:

- (1) submit all performance measure data required by CDC PHEP:
 - (A) DHHS agrees to provide the required performance measure data elements as soon as they are released by CDC PHEP, and no later than 30 days prior to the due date.

7.3 Reporting. The Subrecipient shall submit progress reports and program data, including descriptions of:

- (1) progress in meeting the evidence-based benchmark;
- (2) accomplishments that demonstrate the impact and value of the PHEP program in Subrecipient's jurisdiction;
- (3) incidents requiring activation of the emergency operations center;
- (4) activities on which PHEP funds were spent and the recipients of the funds;
- (5) the extent to which stated goals and objectives as outlined in the PHEP work plan have been met;
- (6) the extent to which funds were expended consistently with the funding applications;
- (7) situational awareness data during emergency response operations and other times as requested; and
- (8) all PHEP-funded staff vacancies by quarter.

RESOLUTION NO. 26 _____

**A RESOLUTION FOR A BALLOT PROPOSITION NUMBER, WHICH WILL ALLOW
FOR A PROPOSED LOCAL SALES AND USE TAX OF 1% FOR EMERGENCY
MEDICAL SERVICES TO BE ON THE BALLOT OF THE NEXT ELECTION.**

Whereas, San Juan County provides emergency medical services to its citizens through the San Juan County Emergency Medical Services Department (“SJCEMS”); and

Whereas, the SJCEMS includes volunteer EMTs, Paramedics, and Emergency Medical Responders; and

Whereas, these responders manage ambulance transport and emergency medical responses throughout the county; and

Whereas, calls associated with these services are coordinated through the San Juan County Sheriff’s Office Dispatch Center; and

Whereas, SJCEMS is in need of additional funding to replace old equipment and cover costs associated with emergency services; and

Whereas, a local sales and use tax is a viable method of raising sufficient funds to meet the county’s emergency medical services needs; and

Whereas, San Juan County Board of Commissioners approved the imposition of a local sales and use tax of one percent (1.0%) by unanimous vote at its regularly scheduled meeting held June 16, 2026 at 11:00 a.m.; and

Whereas, in order to obtain a ballot proposition number, a (1) sample official ballot proposition has been prepared and also a (2) ballot proposition number application has been prepared; and

Now, therefore, be it resolved by the San Juan County Board of Commissioners as follows:

The San Juan County Board of Commissioners hereby establishes the ballot proposition approved in said meeting of June 16, 2026.

The San Juan County Board of Commissioners approves the (1) sample ballot proposition and the (2) application for a ballot proposition number.

The San Juan County Board of Commissioners hereby directs that said sample ballot proposition and application for a ballot proposition number be forwarded to the Lieutenant Governor’s Office for approval and processing.

This Resolution shall become effective upon adoption and shall remain in effect until amended, superseded, or repealed by a subsequent action of the San Juan County Board of Commissioners.

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

SAN JUAN COUNTY BOARD OF COMMISSIONERS:

Chair

Commissioner

Commissioner

Attest:

San Juan County Clerk/Auditor

Approved as to Form:

County Attorney

SAN JUAN COUNTY, STATE OF UTAH

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY, STATE OF UTAH, APPROVING AND AUTHORIZING THE ADOPTION OF FIVE SEPARATE CONTRACTS FOR COMMUNITY-BASED E-CIGARETTE, TOBACCO & OTHER DRUG PREVENTION BETWEEN SAN JUAN COUNTY, UTAH, AND THE FOLLOWING ENTITIES (“SERVICE PROVIDERS”).

**UTAH STATE UNIVERSITY EXTENSION SAN JUAN COUNTY
DRUG SAFE UTAH EDUCATION
ALBERT R LYMAN MIDDLE SCHOOL
IINA BIHOO'AAH
HOZHO'GO LINA 365**

WHEREAS, San Juan County, Utah (the “County”) is a political subdivision of the State of Utah and is governed by the San Juan County Board of Commissioners (the “Board”); and

WHEREAS, Service Providers provide community-based education, outreach, and prevention services within San Juan County; and

WHEREAS, the County and Service Providers entered into an Interlocal Agreement for Community-Based E-Cigarette, Tobacco & Other Drug Prevention (the “Agreement”) to support prevention programming and related public health efforts for the benefit of County residents; and

WHEREAS, these Agreements are invalid as they are not the proper subjects for Interlocal Agreements and are legally invalid; and

WHEREAS, the County desires to correct the error by entering into new Grant Agreements with each of the Service Providers for the 2026-2027 fiscal year. These new contracts shall replace in their entirety the Interlocal Agreements that were previously executed; and

WHEREAS, the Board finds that approval and adoption of these new service contracts is in the best interests of San Juan County and its residents.

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

- 1. Approval and Adoption.** The Board hereby approves and adopts each of the Grant Agreements for Community-Based E-Cigarette, Tobacco & Other Drug Prevention between San Juan County, Utah, and Service Providers, substantially in the form presented to the Board.
- 2. Authorization to Execute.** The Chair of the Board, the Director of the San Juan County Public Health Department, and any other appropriate County officer or employee are hereby authorized and directed to execute the 5 separate Grant Agreements and any related documents, and to take all actions reasonably necessary to carry out the purposes of this Resolution and the Grant Agreements, subject to review and approval as to form by the County Attorney where required.
- 3. Effective Date.** This Resolution shall become effective immediately upon adoption, and each of the Grant Agreements shall become effective according to its terms and upon execution by the authorized representatives of the parties.
- 4. Severability.** If any provision of this Resolution is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPROVED AND ADOPTED by the Board of County Commissioners of San Juan County, State of Utah, in an open and public meeting this 4th day of August 2026.

Vote:

Commissioner	Aye	Nay	Absent	Abstain
Lori Maughan, Chair	☐	☐	☐	☐
Jamie Harvey, Vice Chair	☐	☐	☐	☐
Silvia Stubbs, Commissioner	☐	☐	☐	☐

SAN JUAN COUNTY BOARD OF COMMISSIONERS

By: _____

Lori Maughan, Chair

ATTEST:

By: _____

Lyman Duncan, Clerk/Auditor

APPROVED AS TO FORM:

By: _____

San Juan County Attorney

COMMUNITY-BASED E-CIGARETTE, TOBACCO & OTHER DRUG PREVENTION GRANT AGREEMENT

This Community-Based E-Cigarette, Tobacco & Other Drug Prevention Grant Agreement (the “Agreement”) is entered into by and between SAN JUAN COUNTY, a political subdivision of the State of Utah (the “County”), acting through the San Juan County Public Health Department (the “Department”), and Utah State University Extension San Juan County, a non-profit corporation (the “Program”). The County and the Program may be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Utah Legislature has appropriated Tobacco Prevention and Control funds under SB37 to support community-based tobacco, e-cigarette, and substance abuse prevention activities;

WHEREAS, the Department has received funding for distribution to qualifying organizations that provide evidence-based prevention services designed to decrease e-cigarette use among youth in San Juan County and increase parental involvement through prevention education; and

WHEREAS, Program Provider is qualified to provide evidence-based substance and tobacco abuse prevention services and desires to receive grant funding for the project described in the attached Grant Application.

WHEREAS, the Parties previously executed an Interlocal Agreement between the County and the Program, dated July 1, 2024. Since the execution of said Interlocal Agreement, the Parties have since executed two (2) extensions and have requested another extension for the 2026-2027 fiscal year.

WHEREAS, the County Attorney has reviewed the interlocal agreement, together with the extensions and determined that Interlocal Agreements can only be executed by political subdivisions of the State of Utah and public agencies and not between the County and a non-profit corporation. An Interlocal Agreement should not have been the instrument used by the Parties to memorialize their agreements;

WHEREAS, the County Attorney has advised that the Interlocal Agreement executed by the Parties and any extensions of that Agreement are invalid and have no legal effect;

WHEREAS, the Parties desire to enter into this Agreement to replace in its entirety the Interlocal Agreement, together with extensions to memorialize their understanding of their respective duties and responsibilities;

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

1. COUNTY OBLIGATIONS

1.1 Technical Support. The Department will provide technical support to the Program and connect the Program with relevant expertise as needed.

1.2 Right to Withhold or Recover Funds. The Department reserves the right to discontinue, modify, withhold, or require repayment of grant funds, in whole or in part, if the Program fails to comply with this Agreement, if necessary to protect the purposes of the grant, or to comply with applicable law.

2. PROGRAM OBLIGATIONS

2.1 This grant may be used only for the Program's charitable and educational activities.

2.2 While the County understands that the Program may participate in the public policy process, consistent with its tax-exempt status, the Program may not use any of these grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive.

2.3 This grant must be used for the project identified above, as described in the Program's proposal and related correspondence, and may not be expended for any other purposes without the Department's prior written approval.

2.4 The Program accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Department may request that the Program return any unexpended grant funds remaining at the end of the project period.

2.5 The Program will provide to the Department a report on the 15th of April and the 15th of July of year 2026. The reports will list quarterly activities accomplished, provide an accounting for the expenditures of grant funds, describe measurable outcomes as a result of the expenditures, describe the impact and effectiveness of programs and activities funded through the grant, and indicate the amount of the grant funds remaining on the date that the report is submitted.

2.6. The Program will promptly provide any additional information, reports, and documents the Department may request and. will allow the Department and its representatives to have reasonable access during regular business hours to files, hours, records, accounts, or personnel that are associated with this grant, for the purpose of making financial reviews, verifications, or program evaluations as may be deemed necessary by the Department.

2.7. The Program will allow the Department to review and approve the text of any proposed product concerning this grant prior to its release. If this grant is to be used for a film, video, book, or other such product, the Department reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether to be credited as a funder of the product.

3. COSTS AND PAYMENT

The County agrees to pay the Program for eligible costs incurred in connection with activities approved under this Agreement and the attached Grant Application. The Program shall submit invoices and supporting documentation to the Department, and the County shall make payment within thirty (30) days after receipt and approval of a properly submitted invoice. If this Agreement is terminated before completion, the County shall pay the Program for eligible services and expenses incurred through the effective date of termination.

The County agrees to pay the Program the costs for activities approved in the attached grant proposal and under this contract up to the amount of \$20,000.00. The County will submit payment to the Program within thirty (30) days of the County receiving an invoice prepared by the Program relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, County shall pay the Program for all services rendered by the Program under this agreement prior to the date that this agreement is terminated

4. EFFECTIVE DATE

The effective date of this Agreement is July 1, 2026, regardless of the date this Agreement was executed by all Parties, (the "Effective Date").

5. TERM

The term of this Agreement begins on the Effective Date and continues until June 30, 2027 unless terminated sooner in accordance with Section 6.

6. TERMINATION

This Agreement may be terminated:

- (a) by mutual written agreement of the Parties;
- (b) by either Party for a material breach of this Agreement, if the breach is not cured within thirty (30) days after written notice; or
- (c) by either Party, with or without cause, upon thirty (30) days' written notice to the other Party.

7. DAMAGES AND RESPONSIBILITY

Each Party is solely responsible for its own acts, omissions, employees, agents, and contractors. Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the Parties.

8. GOVERNMENTAL IMMUNITY

The County is subject to the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 et seq., and nothing in this Agreement shall be construed as a waiver of any governmental immunity, defense, or limitation of liability available to the County under applicable law.

9. INDEPENDENT CONTRACTOR

The Program is an independent contractor and not an employee, agent, or representative of the County. Program employees and volunteers shall not be entitled to County compensation, retirement, insurance, workers' compensation, or other employment benefits.

10. AMENDMENT; ENTIRE AGREEMENT

This Agreement, together with all attachments, constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior discussions or agreements. Any amendment must be in writing and signed by authorized representatives of both Parties.

11. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Utah. Any action arising out of this Agreement shall be brought in the state district court located in San Juan County, Utah, or, if federal jurisdiction is required, in the United States District Court for the District of Utah.

12. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which is deemed an original, and signatures transmitted electronically or by PDF shall be deemed effective as original signatures.

SIGNATURES

PROGRAM

Utah State University Extension San Juan County

By: _____

Name: _____

Title: _____

Date: _____

SAN JUAN COUNTY

By: _____
Lori Maughan, Chair
San Juan County Commission

Date: _____

ATTEST:

San Juan County Clerk/Auditor

Date: _____

COMMUNITY-BASED E-CIGARETTE, TOBACCO & OTHER DRUG PREVENTION GRANT AGREEMENT

This Community-Based E-Cigarette, Tobacco & Other Drug Prevention Grant Agreement (the “Agreement”) is entered into by and between SAN JUAN COUNTY, a political subdivision of the State of Utah (the “County”), acting through the San Juan County Public Health Department (the “Department”), and the Hozho’go Iina 365 Program within the Utah Navajo Health System, a Utah 501(c)(3) nonprofit corporation (the “Program”). The County and the Program may be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Utah Legislature has appropriated Tobacco Prevention and Control funds under SB37 to support community-based tobacco, e-cigarette, and substance abuse prevention activities;

WHEREAS, the Department has received funding for distribution to qualifying organizations that provide evidence-based prevention services designed to decrease e-cigarette use among youth in San Juan County and increase parental involvement through prevention education; and

WHEREAS, Program Provider is qualified to provide evidence-based substance and tobacco abuse prevention services and desires to receive grant funding for the project described in the attached Grant Application.

WHEREAS, the Parties previously executed an Interlocal Agreement between the County and the Program, dated July 1, 2024. Since the execution of said Interlocal Agreement, the Parties have since executed two (2) extensions and have requested another extension for the 2026-2027 fiscal year.

WHEREAS, the County Attorney has reviewed the interlocal agreement, together with the extensions and determined that Interlocal Agreements can only be executed by political subdivisions of the State of Utah and public agencies and not between the County and a non-profit corporation. An Interlocal Agreement should not have been the instrument used by the Parties to memorialize their agreements;

WHEREAS, the County Attorney has advised that the Interlocal Agreement executed by the Parties and any extensions of that Agreement are invalid and have no legal effect;

WHEREAS, the Parties desire to enter into this Agreement to replace in its entirety the Interlocal Agreement, together with extensions to memorialize their understanding of their respective duties and responsibilities;

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

1. COUNTY OBLIGATIONS

1.1 Technical Support. The Department will provide technical support to the Program and connect the Program with relevant expertise as needed.

1.2 Right to Withhold or Recover Funds. The Department reserves the right to discontinue, modify, withhold, or require repayment of grant funds, in whole or in part, if the Program fails to comply with this Agreement, if necessary to protect the purposes of the grant, or to comply with applicable law.

2. PROGRAM OBLIGATIONS

2.1 This grant may be used only for the Program's charitable and educational activities.

2.2 While the County understands that the Program may participate in the public policy process, consistent with its tax-exempt status, the Program may not use any of these grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive.

2.3 This grant must be used for the project identified above, as described in the Program's proposal and related correspondence, and may not be expended for any other purposes without the Department's prior written approval.

2.4 The Program accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Department may request that the Program return any unexpended grant funds remaining at the end of the project period.

2.5 The Program will provide to the Department a report on the 15th of April and the 15th of July of year 2026. The reports will list quarterly activities accomplished, provide an accounting for the expenditures of grant funds, describe measurable outcomes as a result of the expenditures, describe the impact and effectiveness of programs and activities funded through the grant, and indicate the amount of the grant funds remaining on the date that the report is submitted.

2.6. The Program will promptly provide any additional information, reports, and documents the Department may request and. will allow the Department and its representatives to have reasonable access during regular business hours to files, hours, records, accounts, or personnel that are associated with this grant, for the purpose of making financial reviews, verifications, or program evaluations as may be deemed necessary by the Department.

2.7. The Program will allow the Department to review and approve the text of any proposed product concerning this grant prior to its release. If this grant is to be used for a film, video, book, or other such product, the Department reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether to be credited as a funder of the product.

3. COSTS AND PAYMENT

The County agrees to pay the Program for eligible costs incurred in connection with activities approved under this Agreement and the attached Grant Application. The Program shall submit invoices and supporting documentation to the Department, and the County shall make payment within thirty (30) days after receipt and approval of a properly submitted invoice. If this Agreement is terminated before completion, the County shall pay the Program for eligible services and expenses incurred through the effective date of termination.

The County agrees to pay the Program the costs for activities approved in the attached grant proposal and under this contract up to the amount of \$15,000. The County will submit payment to the Program within thirty (30) days of the County receiving an invoice prepared by the Program relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, County shall pay the Program for all services rendered by the Program under this agreement prior to the date that this agreement is terminated

4. EFFECTIVE DATE

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8. GOVERNMENTAL IMMUNITY

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9. INDEPENDENT CONTRACTOR

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10. AMENDMENT; ENTIRE AGREEMENT

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13. COUNTERPARTS; ELECTRONIC SIGNATURES

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SIGNATURES

PROGRAM

Hozho'go Iina 365 Program
Utah Navajo Health System

By: _____
Name: _____
Title: _____
Date: _____

SAN JUAN COUNTY

By: _____
Lori Maughan, Chair
San Juan County Commission

Date: _____

ATTEST:

San Juan County Clerk/Auditor

Date: _____

COMMUNITY-BASED E-CIGARETTE, TOBACCO & OTHER DRUG PREVENTION GRANT AGREEMENT

This Community-Based E-Cigarette, Tobacco & Other Drug Prevention Grant Agreement (the “Agreement”) is entered into by and between SAN JUAN COUNTY, a political subdivision of the State of Utah (the “County”), acting through the San Juan County Public Health Department (the “Department”), and the Albert R Lyman Middel School, a political subdivision of the State of Utah (the “Program”). The County and the Program may be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Utah Legislature has appropriated Tobacco Prevention and Control funds under SB37 to support community-based tobacco, e-cigarette, and substance abuse prevention activities;

WHEREAS, the Department has received funding for distribution to qualifying organizations that provide evidence-based prevention services designed to decrease e-cigarette use among youth in San Juan County and increase parental involvement through prevention education; and

WHEREAS, Program Provider is qualified to provide evidence-based substance and tobacco abuse prevention services and desires to receive grant funding for the project described in the attached Grant Application.

WHEREAS, the Parties previously executed an Interlocal Agreement between the County and the Program, dated July 1, 2024. Since the execution of said Interlocal Agreement, the Parties have since executed two (2) extensions and have requested another extension for the 2026-2027 fiscal year.

WHEREAS, the County Attorney has reviewed the interlocal agreement, together with the extensions and determined that Interlocal Agreements can only be executed by political subdivisions of the State of Utah and public agencies and not between the County and a non-profit corporation. An Interlocal Agreement should not have been the instrument used by the Parties to memorialize their agreements;

WHEREAS, the County Attorney has advised that the Interlocal Agreement executed by the Parties and any extensions of that Agreement are invalid and have no legal effect;

WHEREAS, the Parties desire to enter into this Agreement to replace in its entirety the Interlocal Agreement, together with extensions to memorialize their understanding of their respective duties and responsibilities;

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

1. COUNTY OBLIGATIONS

1.1 Technical Support. The Department will provide technical support to the Program and connect the Program with relevant expertise as needed.

1.2 Right to Withhold or Recover Funds. The Department reserves the right to discontinue, modify, withhold, or require repayment of grant funds, in whole or in part, if the Program fails to comply with this Agreement, if necessary to protect the purposes of the grant, or to comply with applicable law.

2. PROGRAM OBLIGATIONS

2.1 This grant may be used only for the Program's charitable and educational activities.

2.2 While the County understands that the Program may participate in the public policy process, consistent with its tax-exempt status, the Program may not use any of these grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive.

2.3 This grant must be used for the project identified above, as described in the Program's proposal and related correspondence, and may not be expended for any other purposes without the Department's prior written approval.

2.4 The Program accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Department may request that the Program return any unexpended grant funds remaining at the end of the project period.

2.5 The Program will provide to the Department a report on the 15th of April and the 15th of July of year 2026. The reports will list quarterly activities accomplished, provide an accounting for the expenditures of grant funds, describe measurable outcomes as a result of the expenditures, describe the impact and effectiveness of programs and activities funded through the grant, and indicate the amount of the grant funds remaining on the date that the report is submitted.

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The County agrees to pay the Program for eligible costs incurred in connection with activities approved under this Agreement and the attached Grant Application. The Program shall submit invoices and supporting documentation to the Department, and the County shall make payment within thirty (30) days after receipt and approval of a properly submitted invoice. If this Agreement is terminated before completion, the County shall pay the Program for eligible services and expenses incurred through the effective date of termination.

The County agrees to pay the Program the costs for activities approved in the attached grant proposal and under this contract up to the amount of \$15,000. The County will submit payment to the Program within thirty (30) days of the County receiving an invoice prepared by the Program relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, County shall pay the Program for all services rendered by the Program under this agreement prior to the date that this agreement is terminated

4. EFFECTIVE DATE

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7. DAMAGES AND RESPONSIBILITY

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8. GOVERNMENTAL IMMUNITY

The County is subject to the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 et seq., and nothing in this Agreement shall be construed as a waiver of any governmental immunity, defense, or limitation of liability available to the County under applicable law.

9. INDEPENDENT CONTRACTOR

The Program is an independent contractor and not an employee, agent, or representative of the County. Program employees and volunteers shall not be entitled to County compensation, retirement, insurance, workers' compensation, or other employment benefits.

10. AMENDMENT; ENTIRE AGREEMENT

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13. COUNTERPARTS; ELECTRONIC SIGNATURES

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SIGNATURES

PROGRAM

Albert R Lyman Middel School

By: _____

Name: _____

Title: _____

Date: _____

SAN JUAN COUNTY

By: _____
Lori Maughan, Chair
San Juan County Commission

Date: _____

ATTEST:

San Juan County Clerk/Auditor

Date: _____

COMMUNITY-BASED E-CIGARETTE, TOBACCO & OTHER DRUG PREVENTION GRANT AGREEMENT

This Community-Based E-Cigarette, Tobacco & Other Drug Prevention Grant Agreement (the “Agreement”) is entered into by and between SAN JUAN COUNTY, a political subdivision of the State of Utah (the “County”), acting through the San Juan County Public Health Department (the “Department”), and Tina Bihoo'aah, a non-profit corporation (the “Program”). The County and the Program may be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Utah Legislature has appropriated Tobacco Prevention and Control funds under SB37 to support community-based tobacco, e-cigarette, and substance abuse prevention activities;

WHEREAS, the Department has received funding for distribution to qualifying organizations that provide evidence-based prevention services designed to decrease e-cigarette use among youth in San Juan County and increase parental involvement through prevention education; and

WHEREAS, Program Provider is qualified to provide evidence-based substance and tobacco abuse prevention services and desires to receive grant funding for the project described in the attached Grant Application.

WHEREAS, the Parties previously executed an Interlocal Agreement between the County and the Program, dated July 1, 2024. Since the execution of said Interlocal Agreement, the Parties have since executed two (2) extensions and have requested another extension for the 2026-2027 fiscal year.

WHEREAS, the County Attorney has reviewed the interlocal agreement, together with the extensions and determined that Interlocal Agreements can only be executed by political subdivisions of the State of Utah and public agencies and not between the County and a non-profit corporation. An Interlocal Agreement should not have been the instrument used by the Parties to memorialize their agreements;

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WHEREAS, the Parties desire to enter into this Agreement to replace in its entirety the Interlocal Agreement, together with extensions to memorialize their understanding of their respective duties and responsibilities;

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

1. COUNTY OBLIGATIONS

1.1 Technical Support. The Department will provide technical support to the Program and connect the Program with relevant expertise as needed.

1.2 Right to Withhold or Recover Funds. The Department reserves the right to discontinue, modify, withhold, or require repayment of grant funds, in whole or in part, if the Program fails to comply with this Agreement, if necessary to protect the purposes of the grant, or to comply with applicable law.

2. PROGRAM OBLIGATIONS

2.1 This grant may be used only for the Program's charitable and educational activities.

2.2 While the County understands that the Program may participate in the public policy process, consistent with its tax-exempt status, the Program may not use any of these grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive.

2.3 This grant must be used for the project identified above, as described in the Program's proposal and related correspondence, and may not be expended for any other purposes without the Department's prior written approval.

2.4 The Program accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Department may request that the Program return any unexpended grant funds remaining at the end of the project period.

2.5 The Program will provide to the Department a report on the 15th of April and the 15th of July of year 2026. The reports will list quarterly activities accomplished, provide an accounting for the expenditures of grant funds, describe measurable outcomes as a result of the expenditures, describe the impact and effectiveness of programs and activities funded through the grant, and indicate the amount of the grant funds remaining on the date that the report is submitted.

2.6. The Program will promptly provide any additional information, reports, and documents the Department may request and. will allow the Department and its representatives to have reasonable access during regular business hours to files, hours, records, accounts, or personnel that are associated with this grant, for the purpose of making financial reviews, verifications, or program evaluations as may be deemed necessary by the Department.

2.7. The Program will allow the Department to review and approve the text of any proposed product concerning this grant prior to its release. If this grant is to be used for a film, video, book, or other such product, the Department reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether to be credited as a funder of the product.

3. COSTS AND PAYMENT

The County agrees to pay the Program for eligible costs incurred in connection with activities approved under this Agreement and the attached Grant Application. The Program shall submit invoices and supporting documentation to the Department, and the County shall make payment within thirty (30) days after receipt and approval of a properly submitted invoice. If this Agreement is terminated before completion, the County shall pay the Program for eligible services and expenses incurred through the effective date of termination.

The County agrees to pay the Program the costs for activities approved in the attached grant proposal and under this contract up to the amount of \$8,000. The County will submit payment to the Program within thirty (30) days of the County receiving an invoice prepared by the Program relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, County shall pay the Program for all services rendered by the Program under this agreement prior to the date that this agreement is terminated

4. EFFECTIVE DATE

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13. COUNTERPARTS; ELECTRONIC SIGNATURES

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SIGNATURES

PROGRAM

Iina Bihoo'aah – a non-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

SAN JUAN COUNTY

By: _____
Lori Maughan, Chair
San Juan County Commission

Date: _____

ATTEST:

San Juan County Clerk/Auditor

Date: _____

COMMUNITY-BASED E-CIGARETTE, TOBACCO & OTHER DRUG PREVENTION GRANT AGREEMENT

This Community-Based E-Cigarette, Tobacco & Other Drug Prevention Grant Agreement (the “Agreement”) is entered into by and between SAN JUAN COUNTY, a political subdivision of the State of Utah (the “County”), acting through the San Juan County Public Health Department (the “Department”), and Drug Safe Utah Education, a non-profit corporation (the “Program”). The County and the Program may be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Utah Legislature has appropriated Tobacco Prevention and Control funds under SB37 to support community-based tobacco, e-cigarette, and substance abuse prevention activities;

WHEREAS, the Department has received funding for distribution to qualifying organizations that provide evidence-based prevention services designed to decrease e-cigarette use among youth in San Juan County and increase parental involvement through prevention education; and

WHEREAS, Program Provider is qualified to provide evidence-based substance and tobacco abuse prevention services and desires to receive grant funding for the project described in the attached Grant Application.

WHEREAS, the Parties previously executed an Interlocal Agreement between the County and the Program, dated July 1, 2024. Since the execution of said Interlocal Agreement, the Parties have since executed two (2) extensions and have requested another extension for the 2026-2027 fiscal year.

WHEREAS, the County Attorney has reviewed the interlocal agreement, together with the extensions and determined that Interlocal Agreements can only be executed by political subdivisions of the State of Utah and public agencies and not between the County and a non-profit corporation. An Interlocal Agreement should not have been the instrument used by the Parties to memorialize their agreements;

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1. COUNTY OBLIGATIONS

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1.2 Right to Withhold or Recover Funds. The Department reserves the right to discontinue, modify, withhold, or require repayment of grant funds, in whole or in part, if the Program fails to comply with this Agreement, if necessary to protect the purposes of the grant, or to comply with applicable law.

2. PROGRAM OBLIGATIONS

2.1 This grant may be used only for the Program's charitable and educational activities.

2.2 While the County understands that the Program may participate in the public policy process, consistent with its tax-exempt status, the Program may not use any of these grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive.

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The Program is an independent contractor and not an employee, agent, or representative of the County. Program employees and volunteers shall not be entitled to County compensation, retirement, insurance, workers' compensation, or other employment benefits.

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12. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which is deemed an original, and signatures transmitted electronically or by PDF shall be deemed effective as original signatures.

SIGNATURES

PROGRAM

Drug Safe Utah Education,

a non-profit corporation

By: _____

Name: _____

Title: _____
Date: _____

SAN JUAN COUNTY

By: _____
Lori Maughan, Chair
San Juan County Commission

Date: _____

ATTEST:

San Juan County Clerk/Auditor

Date: _____



STAFF REPORT

MEETING DATE:	August 4th, 2026
TITLE:	A RESOLUTION APPROVING THE HIRING OF REBECCA BENALLY AS THE SAN JUAN COUNTY PUBLIC HEALTH DIRECTOR AND LOCAL HEALTH OFFICER, TRANNER SHARPE, HUMAN RESOURCE DIRECTOR Tranner Sharpe, Human Resources
RECOMMENDATION:	Approval

SUMMARY

Back in December 2024, the former Public Health Director resigned his position creating a vacancy in this executive position for San Juan County. We began efforts shortly after, the recruitment for this vacancy. Human Resources finalized the recruitment of candidates, held interviews using San Juan Public Health Board Members. Final selection and notification to the County Executive took place in the May 18th, 2026 meeting of the Public Health Board of which they made a motion to approve the hiring of Rebecca Benally. Terms were then negotiated, and the tentative offer was accepted by Rebecca Benally on May 22nd, 2026.

San Juan County Utah**Resolution No. 2026-_____****A RESOLUTION APPROVING THE APPOINTMENT OF REBECCA BENALLY AS THE SAN JUAN COUNTY PUBLIC HEALTH DIRECTOR AND LOCAL HEALTH OFFICER**

WHEREAS, San Juan County is in need of a permanent Public Health Director and Local Health Officer pursuant to San Juan County Ordinance No 2018-01-A and UT Code 26A-1-110.

WHEREAS, San Juan County Commissioners, Staff and in coordination with the San Juan County Public Health Board, engaged in an extensive recruitment and evaluation process to solicit and identify a final qualified candidate who met the State of Utah, Health Administration, Local Health Department Minimum Performance Standards as described in Administrative Rule R380-40.

WHEREAS, the Minimum Performance Standards require that a local health officer who is not a physician shall have successfully completed a master's degree in public health, nursing, or other related discipline, and have a minimum of five years of professional full-time experience in the practice of public health with three years of those working in a senior administrative capacity.

WHEREAS, The San Juan County Public Health Board recommends Rebecca Benally as the Public Health Director and Local Health Officer. The County's HR Director has negotiated a fair and equitable salary in which Rebecca Benally has tentatively accepted waiting on final approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of San Juan County, State of Utah, that:

The San Juan County Board of Commissioners hereby appoints and approves Rebecca Benally to serve as the San Juan County Public Health Director and Local Health Officer subject to the terms and conditions set forth in a position package and San Juan County's Code of Ethics, which are attached hereto and incorporated herewith.

APPROVED, AND ADOPTED this 6th day of July, 2026 by the Board of County Commissioners of San Juan County, Utah.

BOARD OF COUNTY COMMISSIONERS

San Juan, Utah

Chair

Commissioner

Commissioner

Public Health Director/Local Health Officer Position Package for San Juan County, Utah

This package includes a job description for appointment of a Public Health Director who also serves as the Local Health Officer for San Juan County, a rural Utah county. It is designed to reflect Utah local health department governance and common county employment practices.

Job Description: Public Health Director / Local Health Officer

Department: Public Health

Classification: Exempt/At Will

Reports to: San Juan County Public Health Board and to the San Juan County Commission. Implement policy direction with the advice and consent from these two entities.

Supervises: Local Health Department staff and administrative staff

Location: San Juan County, State of Utah

Position Summary: The Public Health Director serves as the chief administrative officer of the county health department and as the Local Health Officer, responsible for protecting and improving the health of county residents and visitors. The Director leads public health strategy, administration, emergency preparedness, disease control, environmental health, health promotion, and community partnerships in a rural setting. The position operates under broad policy direction from the San Juan County Public Health Board and the county governing body and is responsible for ensuring compliance with applicable federal, state, and local laws, rules, standards, and grant requirements.

Essential Duties and Responsibilities:

- Serve as the administrative and executive officer of the health department and devote full time to the duties of the office.
- Direct programs assigned by statute to the local health department, including the administration and enforcement of applicable public health laws, rules, regulations, and standards.
- Lead investigation, prevention, and control of communicable diseases and other conditions affecting public health.
- Develop and implement countywide public health priorities, strategic plans, and measurable performance goals.
- Prepare, administer, and monitor the department budget, grants, contracts, and other funding sources.

- Advise and support the San Juan County Public Health Board and the local Board of Health; prepare reports, recommendations, and policy proposals; and serve as secretary to the board if required by county practice.
- Provide support and help to department staff, including hiring, training, and evaluation of staff. With the help of Human Resources and/or the legal department, provide discipline, and termination in accordance with county personnel policies and merit system requirements.
- Demonstrate a leadership style that emphasizes delegation, trust, and accountability by empowering employees to perform their responsibilities with appropriate independence, encouraging the exchange of ideas, and fostering employee participation in operational and strategic decision-making.
- Foster and promote employee autonomy so staff and employees can contribute their best ideas and participate in decision-making on both routine matters and broader issues.
- At all times relevant hereto, shall implement, practice, and adhere to a Code of Ethics and Guiding Principles, as the public health director and shall ensure that all other employees do the same.
- Coordinate with US Department of Health, Utah Department of Health and Human Services, neighboring health districts, tribal governments, schools, hospitals, EMS, law enforcement, emergency management, municipalities, and community organizations.
- Oversee public health emergency preparedness, response, continuity planning, and after-action improvement processes.
- Direct or coordinate environmental health functions, including inspection, complaint response, permitting, nuisance abatement, and regulatory enforcement, as assigned.
- Promote maternal and child health, chronic disease prevention, behavioral health coordination, injury prevention, immunization, health education, and rural access initiatives.
- Support data-informed decision-making, community health assessment, quality improvement, accreditation readiness, and transparent public communication.
- Represent the county in meetings with state and local officials, partner agencies, the media, and the public.
- Perform other duties as assigned by the county governing body consistent with the position.
- Demonstrated ability to lead teams, build partnerships, communicate with diverse audiences, and manage sensitive or urgent situations.
- Valid driver's license and ability to travel throughout the county and region.

Qualifications:

- Master's degree in public health, nursing, or other health discipline related to public health, public administration, or business administration.
- A minimum of five years of professional full-time experience in the practice of public health, of which at least three years were in a senior administrative capacity.
- Experience with environmental health regulation, communicable disease control, or public health preparedness.

Required Knowledge, Skills, and Abilities:

- Knowledge of Utah local health department governance and state minimum performance standards.
- Knowledge of public health principles, epidemiology, prevention, emergency preparedness, environmental health, and health equity.
- Knowledge of county government structure, public budgeting, procurement, personnel management, and records practices.
- Skill in strategic planning, policy development, grant administration, contract oversight, and performance management.
- Skill in oral and written communication, public presentations, media response, and conflict resolution.
- Ability to work effectively in a rural county environment with limited resources, broad responsibilities, and frequent community interaction.
- Ability to maintain confidentiality and exercise sound judgment in legal, medical, personnel, and emergency matters.

Work Environment and Physical Requirements:

- Work is performed in office, clinic, field, and community settings.
- Position may require attendance at evening meetings, travel, and response outside normal business hours during emergencies.
- Ability to lift and carry light materials, operate county vehicles, and safely access field locations as needed.

Compensation: Salary and benefits are established by the county governing body and may depend on education, experience, licensure, and market conditions.

Disclaimer: This description is intended to describe the general nature of the position and does not include every duty or responsibility. The county may revise the position description at any time consistent with law and county policy.

EXPECTATIONS

The following is a list of expectations the Board of Commissioners has for the effective administration of the Public Health Director.

Public Health Director/Local Health Officer Expectations:

- Faithfully perform the duties of the Public Health Director /Local Health Officer position to the best of the employee's ability.
- Carry out all duties customarily associated with the position and any additional lawful assignments consistent with county policy.
- Report to The San Juan County Public Health Board and County Commission and follow policy direction from the San Juan County Public Health Board, and County Commission as provided by law.
- Comply with all applicable federal, state, and local laws, county ordinances, personnel policies, budget policies, procurement requirements, and public health standards.
- Participate in performance evaluations using input from staff, department employees, and the San Juan County Public Health Board.
- Demonstrate effective leadership, compliance, fiscal stewardship, program outcomes, community engagement, staff development, and emergency readiness.
- Avoid outside employment or professional activities that conflict with or interfere with county responsibilities.
- Follow all conflict-of-interest, ethics, disclosure, and procurement policies, including signing and adhering to applicable codes of ethics and guiding principles.
- Maintain confidentiality and properly handle protected, sensitive, personnel, health, legal, and law-enforcement-related information and records.
- Safeguard and return all county property, records, equipment, electronic devices, keys, and access credentials upon request or separation from employment.
- Maintain all licenses, certifications, training, and qualifications required by law, grant terms, or county policy.
- Participate in continuing education and required training related to public health, emergency preparedness, management, and state or federal requirements, subject to county policy and budget approval.

Signature Page to Follow:

I have read and reviewed a copy of this "Public Health Director/ Local Health Officer Position Package for San Juan County, Utah and will do my best to adhere to the principles stated therein.

I understand that this position is an at-will position and the Board of Commissioners may terminate my appointment at any time and for any reason.

Employee:

[Rebecca Benally]

Date: _____



Lori Maughan	Chair
Jamie Harvey	Vice-Chair
Silvia Stubbs	Commissioner

SAN JUAN COUNTY COMMISSION

117 South Main Street
Monticello, Utah 84535

Date: August 4, 2026

RE: Letter of Support for the Use of Eligible County Jail Inmates in Supervised Landfill Work Programs

To Whom It May Concern:

The San Juan County Commission expresses its strong support for the continued development and implementation of a supervised inmate work program that permits eligible San Juan County Jail inmates to perform work assignments at the San Juan County Landfill and other appropriate County public works facilities, as authorized under Utah law.

The Commission recognizes that Utah law authorizes county jail officials, subject to established policies and applicable sentencing orders, to permit eligible inmates to work outside of the jail as part of a supervised jail work detail. Such programs provide meaningful opportunities for accountability, rehabilitation, and the development of positive work habits while allowing inmates to contribute to the communities they have impacted. These programs also serve an important public purpose by assisting local governments in completing essential public projects in a safe, structured, and cost-effective manner. ([Utah Legislature](#))

The San Juan County Landfill performs essential services for the residents of San Juan County. Routine operations require substantial manual labor, including litter collection, site maintenance, vegetation control, fence repair, cleanup activities, and other tasks that are appropriate for supervised inmate work crews. The Commission believes that utilizing qualified inmate workers for these duties can:

- Promote offender responsibility and productive work habits;
- Reduce inmate idleness while incarcerated;
- Provide valuable job skills and work experience;
- Improve the appearance and operation of County facilities;
- Reduce operational costs borne by County taxpayers; and
- Enhance the overall efficiency of County public services.

The Commission fully recognizes that participation in any inmate work program must be limited to inmates who meet all eligibility requirements established by law and by the San Juan County Sheriff's Office. Participation should remain voluntary where required, carefully screened through inmate classification procedures, and subject to continuous supervision by qualified Sheriff's Office personnel. Public safety shall remain the highest priority, and no inmate should participate if prohibited by court order, statute, jail policy, security classification, medical limitations, or disciplinary status.

The Commission further supports the Sheriff's Office in establishing appropriate written policies governing inmate eligibility, transportation, supervision, safety training, work assignments, disciplinary procedures, emergency response protocols, and compliance with all applicable federal, state, and local regulations governing landfill operations.

The Commission respectfully encourages sentencing courts, prosecutors, defense counsel, probation officers, and other criminal justice stakeholders to consider the availability of supervised County work programs, when legally appropriate, as a constructive component of eligible jail sentences. Such programs encourage accountability while providing tangible benefits to both the inmate and the citizens of San Juan County.

The San Juan County Commission appreciates the dedication of the Sheriff's Office and County employees in administering programs that promote public safety, responsible stewardship of taxpayer resources, and successful offender rehabilitation.

Adopted this ____ day of _____, 2026.

SAN JUAN COUNTY COMMISSION

Chair

Commissioner

Commissioner

Attest:

County Clerk

Date:



STAFF REPORT

MEETING DATE: July 9, 2026

ITEM TITLE, PRESENTER: Turkey Trot Estates Subdivision Lot 3 (000780000030) - Permit # 26094

RECOMMENDATION:

1. Approval Motion:

I move to approve the proposed subdivision amendment based on the findings and conditions of approval, contingent upon satisfactory review and approval by all applicable County departments and affected agencies.

2. Denial Motion – Statement of Reasons:

I move to deny the subdivision amendment for the following reasons, as outlined in the Statement of Findings for Substantial Evidence.

Property owner **Stephen Thurlo** has worked with the Planning and Building Department for several months on a proposal to create an additional buildable lot within an existing recorded subdivision. During staff's review, questions arose regarding the interpretation and application of Utah law and the San Juan County Subdivision Ordinance as they relate to subdivision amendments that create new lots.

The subject property is located within the **Spanish Valley Residential** zoning district, where the construction of a single-family dwelling is a permitted use. The proposed subdivision would divide the existing parcel into two legal lots, each intended to comply with the applicable zoning, subdivision, access, and development requirements.

Staff also recognizes that property owners who purchase within a recorded subdivision may have certain rights and expectations associated with the approved subdivision plat. As a result, staff requested that the applicant obtain signatures from all property owners within the subdivision. The applicant obtained signatures from every property owner except the owner of Lot 7, who was also notified by the County in accordance with applicable notice requirements. Staff notes that the submitted signatures may satisfy the intent of Section A(1)(3) of the Subdivision Ordinance, which requires signature blocks for each property owner within the affected plat.

Given the need for additional policy direction regarding subdivision amendments that create new buildable lots within existing subdivisions, staff is forwarding this application to the Planning Commission for review and recommendation.

STANDARD LEGEND

(●) PROP. CORNER FOUND
 (○) PROP. CORNER SET
 (X) MAG NAIL FOUND
 (⊙) MAG NAIL SET
 (Δ) BLOCK CORNER
 (+) SECTION CORNER MONUMENT

PROJECT LOCATION:
JUAN COUNTY STATE OF UTAH

APPROVED FOR:
John Thurtis

Approved this _____
By _____
Title _____

DATE:	5/1/78
JOB NUMBER:	131-25

COUNTY SUPERVISOR

APPROVAL IN ACCORDANCE WITH
INFORMATION AND RECORDS ON
FILE IN THIS OFFICE

VICINITY MAP
NOT TO SCALE

FINAL PLAT OF
TURKEY TROT ESTATES, PHASE I, LOT 3 AMENDED

A SUBDIVISION LOCATED WITHIN
SECTION 35, TOWNSHIP 26 SOUTH, RANGE 22 EAST
SALT LAKE BASE AND MERIDIAN
SAN JUAN COUNTY, UTAH

EAST 1/4 CORNER
SECTION 35, T26S, R22E,
S.18M (FOUND ALUM. C.I.
MON. DATED 2019)

Lucas Blake
License No. 754050

DATE _____

SURVEYOR'S CERTIFICATE

and that the same has been correctly surveyed and monumented on the ground as shown on the plat.

AMENDED PORTION BOUNDARY LEGAL DESCRIPTION

All of Lot 3, Turkey Trot Estates, Phase 1, is more particularly described as follows:
Commencing with the East Quarter, corner of Section 35, Township 25 South, Range 22 East, and the East 1/4 of Section 36, Township 25 South, Range 22 East, thence North 89°55'42" East, West 317.72 feet to the point of beginning, said point being the Northeast corner of said Lot 4, and proceeding with said Lot 4, thence South 0°29'48" East, 358.70 feet, thence North 89°55'42" East, 140.87 feet, thence North 0°29'48" East, 358.73 feet, thence South 89°55'42" East, 140.87 feet to the point of beginning, having an area of 1.100 acres.

OWNER'S DEDICATION

known as

Do hereby dedicate for Perpetual use of public all parcels of land shown on this plat as intended for public use.

STEPHEN A THURLO
CHERYL A THURLO

ACKNOWLEDGMENT

ON THE _____ DAY OF _____, 2026, PERSONALLY APPEARED BEFORE ME, _____, WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNERS' DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

COUNTY RECORDER

STATE OF OAHU, SAN JUAN COUNTY, RECORDED AT THE REQUEST OF

DATE _____ BOOK _____ PAGE _____ F

PLANNING ADMINISTRATOR

PRESENTED TO THE _____

THIS _____ DAY OF _____

SUBDIVISION WAS ACCEPTED AND APPROVED _____

MACD DONALD

COUNTY FIRE DEPARTMENT

APPROVED THIS _____ DAY OF _____

DAVID SALLEGOS

APPROVED THIS _____ DAY OF _____

DENNIS SHUMWAY

APPROVED THIS _____ DAY OF _____, 20____.

TODD ADAIR

APPROVED AS TO FORM THIS _____
 _____, 20____.

COUNTY ATTORNEY - MITCHELL MAUGH

APPROVAL IN ACCORDANCE WITH
INFORMATION AND RECORDS ON
FILE IN THIS OFFICE

BRAD BUNKER, PLS DATE

SURVEYOR NOTES

The property has been accurately surveyed with the intent to subdivide land. We are amending Lot 3 of Turkey Tract Estates, Phases I, to subdivide into two lots along with a gravel line for access to Lot 38. The back of bearing is N 00°05'00" E between the East Quarter corner and the Southeast corner of Section 35, Township 26 South, Range 22 East, Salt Lake Base and Meridian. Various lot corners were located within subdivision.

5/8" x 24" rubber with survey cap to be placed at all lot corners or rights of way.

SOUTHEAST CORNER
SECTION 35, T26S, R22E,
SLB&M (FOUND BRASS GLD
MON. DATED 2011)

		LINE 7-3, E	
LINE	BEARING	DISTANCE	
1	N 89°04'16"E	75.65	
2	N 00°04'16"E	13.55	
3	N 45°04'16"E	7.00	
4	N 00°04'16"E	105.30°	
5	S 89°55'40"E	52.57	
6	N 45°04'16"E	32.57	
7	N 45°04'16"E	7.00	

CURVE	RADIUS	ARC LENGTH	CURVE TOTAL
C1	29.59'	43.88'	38

81

**SAN JUAN COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 2026-_____**

A RESOLUTION ADOPTING THE RECOMMENDATION OF THE SAN JUAN COUNTY PLANNING COMMISSION APPROVING AN AMENDMENT TO TURKEY TROT ESTATES SUBDIVISION, PHASE I, LOT 3, SUBJECT TO CONDITIONS OF APPROVAL

WHEREAS, The San Juan County Commission ("Commission") is the duly elected governing body of San Juan County, Utah, authorized to exercise the powers granted under Utah law, including the authority to review and act upon subdivision matters pursuant to the Utah Land Use, Development, and Management Act ("LUDMA"), Utah Code Title 17, Chapter 27a; and

WHEREAS, Stephen Thurlo ("Applicant") submitted an application to amend the recorded plat of **Turkey Trot Estates Subdivision, Phase I, Lot 3**, identified as Parcel No. **000780000030**, for the purpose of creating an additional buildable lot within the existing recorded subdivision; and

WHEREAS, the application was reviewed by the San Juan County Planning and Building Department, which prepared a Staff Report dated **July 9, 2026**, outlining the proposal, applicable law, and recommendations; and

WHEREAS, the Staff Report determined that:

1. the property is located within the **Spanish Valley Residential Zoning District**;
2. construction of a single-family dwelling is a permitted use within that zoning district;
3. the proposed amendment would divide the existing parcel into two legal lots intended to comply with applicable zoning, subdivision, access, and development standards;
4. questions arose during staff review concerning interpretation of the County Subdivision Ordinance and Utah law governing subdivision amendments creating additional lots; and
5. the applicant obtained signatures from every property owner within the subdivision except the owner of Lot 7, who nevertheless received notice as required by law, and staff concluded the submitted signatures may satisfy the intent of Section A(1)(3) of the San Juan County Subdivision Ordinance.

WHEREAS, because the proposal raised policy considerations regarding subdivision amendments creating additional buildable lots, the matter was referred to the Planning Commission for review and recommendation;

WHEREAS, following a duly noticed public meeting, the Planning Commission considered the application, received public comment, reviewed the Staff Report, and recommended approval of the proposed subdivision amendment subject to the conditions identified by County staff;

WHEREAS, the County Commission has independently reviewed:

- the Planning Commission recommendation;

- the Staff Report;
- the proposed amended subdivision plat;
- all public comments received; and
- the applicable provisions of Utah law and the San Juan County Land Use Ordinances;

and finds that adoption of the Planning Commission's recommendation is appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of San Juan County, Utah, as follows:

Section 1. Adoption of Findings. The Commission hereby adopts the findings, analysis, and recommendations contained within the Planning Department Staff Report and the recommendation of the San Juan County Planning Commission as the findings of the Commission, as though fully set forth herein.

Section 2. Approval. The Commission hereby approves the amendment to the recorded plat of **Turkey Trot Estates Subdivision, Phase I, Lot 3**, creating one additional legal lot, subject to the conditions contained in this Resolution.

Section 3. Conditions of Approval. Approval is expressly conditioned upon the following:

1. Final review and approval by the San Juan County Planning and Building Department.
2. Compliance with all applicable provisions of:
 - Utah Land Use, Development, and Management Act;
 - San Juan County Development Code;
 - San Juan County Subdivision Ordinance;
 - applicable zoning regulations; and
 - all County engineering and infrastructure standards.
3. Receipt of all approvals required from applicable reviewing agencies, including utilities, health authorities, road authorities, and any other governmental entity having jurisdiction.
4. Recording of the final amended subdivision plat in the Office of the San Juan County Recorder.
5. Satisfaction of any technical corrections required by County staff prior to recording.
6. Compliance with all applicable access, utility, drainage, easement, surveying, and monumentation requirements.

Section 4. Interpretation. Nothing in this Resolution shall be construed as establishing County policy applicable to future subdivision amendments beyond the facts presented by this application. Each future application shall be reviewed upon its own merits under applicable law and County ordinance.

Section 5. Authorization. The Chair of the Commission, the County Clerk, the Planning Director, and all appropriate County officials are authorized to execute and record all documents necessary to implement this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED

PASSED AND ADOPTED by the Board of County Commissioners of San Juan County, Utah, this 4th day of August, 2026.

SAN JUAN COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

ATTEST:

Commissioner

ATTEST

San Juan County Clerk

CERTIFICATION

I hereby certify that the foregoing Resolution was duly adopted by the San Juan County Commission at a properly noticed public meeting held on the 4TH day of August, 2026.

County Clerk



STAFF REPORT

MEETING DATE: July 9, 2026

ITEM TITLE, PRESENTER: Turkey Trot Estates Subdivision Lot 12 (000780000120) - Permit # 25097

RECOMMENDATION:

1. Approval Motion:
I move to approve the proposed subdivision amendment based on the findings and conditions of approval, contingent upon satisfactory review and approval by all applicable County departments and affected agencies.

2. Denial Motion – Statement of Reasons:
I move to deny the subdivision amendment for the following reasons, as outlined in the Statement of Findings for Substantial Evidence.

Property owners **Morgan and Koi Cook** have worked with the Planning and Building Department for several months on a proposal to create an additional buildable lot within an existing recorded subdivision. During staff's review, questions arose regarding the interpretation and application of Utah law and the San Juan County Subdivision Ordinance as they relate to subdivision amendments that create new lots.

The subject property is located within the **Highway Commercial (HC)** zoning district. While the construction of a single-family dwelling does not appear to be a permitted use within the HC district, the property is located within the **Overnight Accommodations Overlay**, where overnight rental uses may be permitted subject to applicable County regulations. The proposed subdivision would divide the existing parcel into two legal lots intended to comply with applicable subdivision, access, and development requirements.

Staff also recognizes that property owners within a recorded subdivision may have certain rights and expectations associated with the approved subdivision plat. Accordingly, staff requested that the applicants obtain signatures from all property owners within the subdivision. The applicants have obtained several of the required signatures; however, not all property owners within the subdivision have signed the petition.

Given the need for additional policy direction regarding subdivision amendments that create new buildable lots within existing subdivisions, staff is forwarding this application to the Planning Commission for review and recommendation.



88 East Center Street
Moab, UT 84532
435.259.8171

STANDARD LEGEND	
POWERPOLE OUT WIRE LIGHT POLE ELECTRIC METER ELECTRIC BOX GENERATOR PROPOSED CORNER FOUND PROPOSED CORNER SET NAIL FOUND NAIL SET BLOCK CORNER CENTERLINE MONUMENT BUILDING SETBACKS EASEMENTS PROPERTY ADJOINING	CLEAN OUT SAN SEWER LINE CABLE BOX STOP SIGN SIGN WATER LINE WATER VALVE WATER METER WATER MANHOLE HYDRANT TELEPHONE PEDestal GAS METER GAS LINE FENCE ASPHALT CONTOURS 379 380 (R) RECORD DATA (M) MEASURED DATA (C) CALCULATED DATA

PROJECT TYPE:
SUBDIVISION

PROJECT ADDRESS:
33 Merriam Court
Moab, Utah 84532

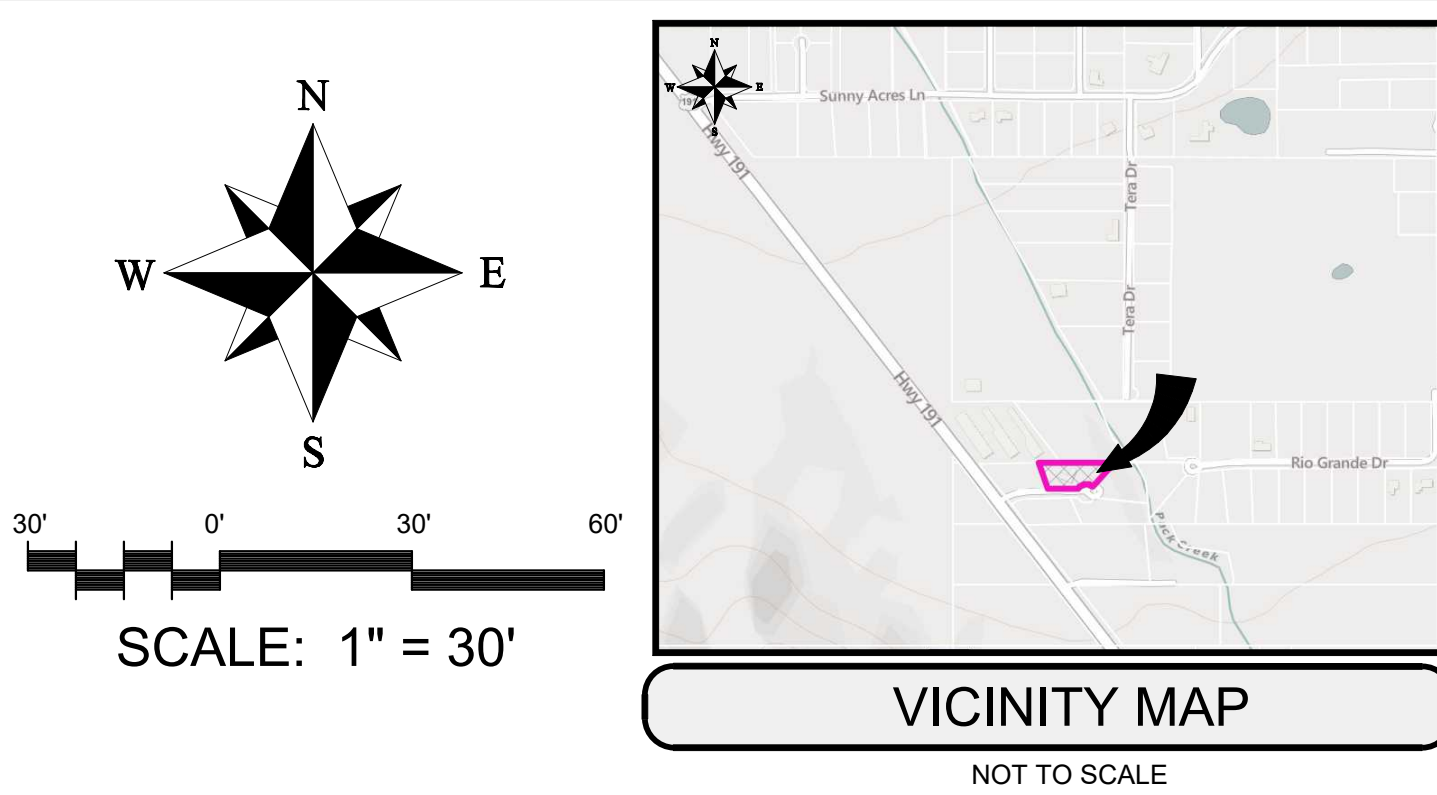
PROJECT LOCATION:
SAN JUAN COUNTY, STATE OF UTAH

PREPARED FOR:
MORGAN COOK

DATE:
1/12/26

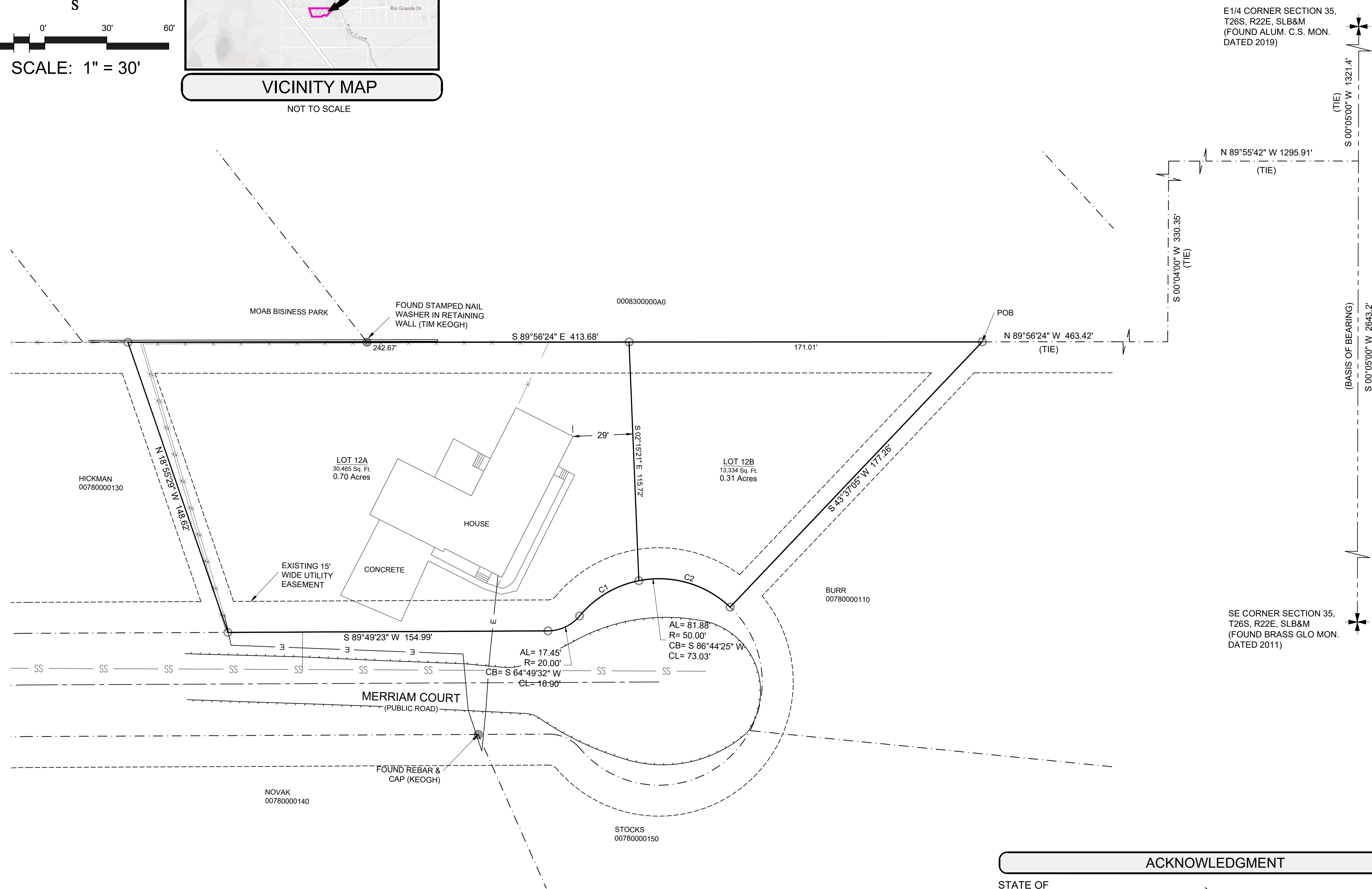
JOB NUMBER:
131-25

SHEET 1 OF 1



Lot 12, Turkey Trot Estates, Phase II, Amended

FINAL PLAT OF
A SUBDIVISION OF LOT 12, TURKEY TROT ESTATES, PHASE II
LOCATED WITHIN THE
SE QUARTER OF SECTION 35, T26S, R22E, SLB&M



SURVEYOR'S CERTIFICATE

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have amended subdivided lots, together with easements, hereafter to be known as
Lot 12, Turkey Trot Estates, Phase II, Amended
and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Lucas Blake
License No. 7540504

DATE

LEGAL DESCRIPTION

All of Lot 12, Turkey Trot Estates, Phase II, being more particularly described as follows:
Beginning at the Northeast corner of Lot 12, Turkey Trot Estates, Phase II, said point being South 00°05'00" West 1321.4 feet and North 89°55'42" West 1295.91 feet and South 00°04'00" West 330.35 feet and North 89°56'24" West 463.42 feet from the East Quarter corner of Section 35, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and proceeding with said Lot 12 thence South 43°37'05" West 177.26 feet; thence with a curve having a radius of 50.00 feet, to the left with an arc length of 81.88 feet, (a chord bearing of South 86°44'25" West 73.03 feet); thence with a reverse curve having a radius of 20.00 feet, to the right with an arc length of 17.45 feet, (a chord bearing of South 64°49'32" West 16.90 feet); thence South 89°49'23" West 154.99 feet; thence North 18°55'29" West 148.62 feet; thence South 89°56'24" East 413.68 feet to the point of beginning, having an area of 1.01 acres.

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, together with easements as set forth to be hereafter known as

Lot 12, Turkey Trot Estates, Phase II, Amended

Do hereby dedicate for Perpetual use of public all parcels of land shown on this plat as intended for public use.

In witness whereof _____ have hereunto set _____ this _____ Day of _____ a.d.,
20____

Koi D. Cook

Kimberly Morgan Cook

Daniel Dalton

Sue Dalton

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } s.s.

ON THE _____ DAY OF _____, 2026, PERSONALLY APPEARED BEFORE ME,
KOI D. COOK & KIMBERLY MORGAN COOK, WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } s.s.

ON THE _____ DAY OF _____, 2026, PERSONALLY APPEARED BEFORE ME,
DANIEL DALTON & SUE DALTON, WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

A SUBDIVISION LOCATED WITHIN
THE NORTHEAST QUARTER OF SECTION 1, T26S, R21E, SLB&M

SURVEYOR NOTES

THE BASIS OF BEARING IS S 89°47' E ALONG THE CENTERLINE OF 100 NORTH STREET.
THE INTENT OF THE SURVEY IS SUBDIVIDE PARCEL INTO TWO EQUAL LOTS.

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	50.00'	34.07'	33.41'	N 59°20'55" E
C2	50.00'	47.81'	46.01'	S 73°44'21" E

COUNTY SURVEYOR

APPROVAL IN ACCORDANCE WITH
INFORMATION AND RECORDS ON
FILE IN THIS OFFICE

BRAD BUNKER, PLS

DATE

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, 20____.

COUNTY ATTORNEY - MITCHELL MAUGHAN

COUNTY ROAD DEPARTMENT

APPROVED THIS _____ DAY OF _____, 20____.

TODD ADAIR

COUNTY BOARD OF HEALTH

APPROVED THIS _____ DAY OF _____, 20____.

DENNIS SHUMWAY

COUNTY FIRE DEPARTMENT

APPROVED THIS _____ DAY OF _____, 20____.

DAVID GALLEGOS

PLANNING ADMINISTRATOR

PRESENTED TO THE _____
THIS _____ DAY OF _____, 20____.
SUBDIVISION WAS ACCEPTED AND APPROVED.

MACK MCDONALD

COUNTY RECORDER

STATE OF UTAH, SAN JUAN COUNTY, RECORDED AT THE REQUEST OF _____
DATE _____ BOOK _____ PAGE _____ FEE _____

CINDI HOLYOAK

SAN JUAN COUNTY, UTAH

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE AMENDMENT TO LOT 12 OF TURKEY TROT ESTATES, PHASE II, PERMIT NO. 25097, SUBJECT TO THE FINDINGS AND CONDITIONS OF APPROVAL.

WHEREAS: The San Juan County Board of County Commissioners ("County Commission") is the legislative body of San Juan County, Utah, authorized to regulate land use and subdivision matters pursuant to the Utah Land Use, Development, and Management Act ("LUDMA"), Utah Code Title 17, Chapter 27a; and

WHEREAS: Morgan Cook and Koi Cook ("Applicants") submitted an application to amend the recorded plat of Lot 12, Turkey Trot Estates, Phase II, Tax Parcel No. 000780000120, identified as Permit No. 25097, to divide the existing lot into two legal lots; and

WHEREAS: The Planning and Building Department prepared a Staff Report dated July 9, 2026, describing the application, the applicable zoning regulations, the existing subdivision, and the legal and policy issues presented by subdivision amendments creating additional buildable lots within an existing recorded subdivision; and

WHEREAS: The Staff Report notes that:

- the property lies within the Highway Commercial (HC) Zone;
- the property is also located within the Overnight Accommodations Overlay;
- the proposed amendment would create two legal lots intended to comply with applicable subdivision, access, and development requirements;
- staff requested signatures from all property owners within the subdivision due to questions regarding subdivision amendment procedures;
- the applicants obtained several, but not all, of those signatures; and
- staff referred the matter to the Planning Commission for policy review and recommendation.

WHEREAS: The San Juan County Planning Commission conducted a duly noticed public meeting, considered the Staff Report, received public comment, reviewed the proposed plat amendment, and recommended approval of the subdivision amendment subject to the findings and conditions contained within the Staff Report.

WHEREAS: The County Commission has independently reviewed:

- the application;
- the proposed amended subdivision plat;
- the Staff Report;
- the Planning Commission recommendation;

- all testimony and evidence presented; and
- the applicable provisions of Utah law and the San Juan County Land Use Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of San Juan County, Utah:

Section 1. Findings.

The County Commission hereby adopts the foregoing recitals as findings of fact.

The County Commission further finds that:

- A. The proposed subdivision amendment is consistent with the purposes of the San Juan County Subdivision Ordinance.
- B. The proposed amendment creates two legal lots capable of complying with applicable County subdivision requirements.
- C. The proposed plat substantially conforms to the information presented to the Planning Commission.
- D. The Planning Commission's recommendation is supported by substantial evidence contained in the administrative record.
- E. Approval of the subdivision amendment is appropriate subject to the conditions identified herein.

Section 2. Adoption of Planning Commission Recommendation

The County Commission hereby adopts the recommendation of the San Juan County Planning Commission approving the amendment of Lot 12, Turkey Trot Estates, Phase II, identified as Permit No. 25097.

Section 3. Approval

The subdivision amendment is hereby APPROVED, subject to the following conditions:

1. Final review and approval by the San Juan County Planning and Building Department.
2. Compliance with all applicable provisions of the San Juan County Land Use Ordinances.
3. Compliance with all applicable provisions of the Utah Land Use, Development, and Management Act.
4. Review and approval by all affected County departments, including but not limited to:
 - County Road Department;
 - County Surveyor;
 - County Recorder;
 - County Attorney;

- County Fire Department;
 - County Board of Health; and
 - any other department having jurisdiction.
5. Satisfaction of all applicable utility, access, drainage, easement, surveying, recording, and development requirements.
 6. Recording of the approved amended subdivision plat in the office of the San Juan County Recorder.

Section 4. Plat Approval

Upon satisfaction of all conditions of approval, the Chair of the County Commission is authorized to execute the Final Plat of:

Lot 12, Turkey Trot Estates, Phase II, Amended

and authorize its recording with the San Juan County Recorder.

Section 5.

Effect of Approval. Approval of this subdivision amendment shall not constitute approval of any building permit, business license, conditional use, overnight accommodation permit, or any other development approval not expressly granted herein.

All future development shall remain subject to applicable County ordinances and permitting requirements.

Section 6. Severability

Should any section of this Resolution be declared invalid, the remaining provisions shall remain in full force and effect.

Section 7.

Effective Date

This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED

PASSED AND ADOPTED by the Board of County Commissioners of San Juan County, Utah,
this 4th day of August, 2026.

SAN JUAN COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

ATTEST:

Commissioner

ATTEST

San Juan County Clerk

CERTIFICATION

I hereby certify that the foregoing Resolution was duly adopted by the San Juan County
Commission at a properly noticed public meeting held on the 4TH day of August, 2026.

County Clerk