



**BOARD OF COMMISSIONERS MEETING**  
**117 South Main Street, Monticello, Utah 84535. Commission Chambers**  
**September 16, 2025 at 11:00 AM**

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**AGENDA**

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

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CONFLICT OF INTEREST DISCLOSURE**

**PUBLIC COMMENT**

*Public comments will be accepted through the following Zoom Meet link*  
<https://us02web.zoom.us/j/88279631170> Meeting ID: 882 7963 1170 One tap mobile  
+13462487799,,88279631170# US (Houston)

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

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

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

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

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

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

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

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

1. Approval of \$23,257.98 in Small Purchases; \$2,399.98 on Roughneck Oil Pump Transfer Kit, \$2,110 on Oil Transfer Kit, \$1,549 on Rotomaster Turbocharger, \$2,199 on Fault Guidance and NextStep for the Road Department, and \$15,000 on Promotional Video Filming and Production for Visitor Services
2. Approval of the Utah Office of Tourism Co-op Marketing Grant Contract between the State of Utah and San Juan County

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

3. Presentation on Vehicle Leasing. Kevin Lyman, Young Commercial
4. Update on the Status of the General Plan. Mack McDonald, Chief Administrative Officer

## **BUSINESS/ACTION**

5. CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE HIRING OF DR. JORDON BEGAY AS THE SAN JUAN COUNTY PUBLIC HEALTH DIRECTOR AND LOCAL HEALTH OFFICER. Tranner Sharpe, Human Resources
6. Approval of the Local Health Department's Women, Infant and Children (WIC) Program between San Juan County and State of Utah Department of Health & Human Services, Amendment 2. Mike Moulton, Interim Public Director
7. Consideration and Approval of the Amended Intergovernmental Agreement Between Navajo Nation and San Juan County for Road Projects Attachment G. Todd Adair, SJC Road Superintendent
8. Consideration and Approval of the Renewal Cooperative Agreement Changes between the Utah Department of Public Safety and San Juan County Sheriff's Office for the 24/7 Sobriety Program. Brian Spillman, Sergeant with Utah Highway Patrol, Statewide Coordinator for 24/7 Sobriety Program
9. Consideration and Approval of the Letter of Comment on U.S. Department of Agriculture Proposed Rule to Rescind the 2001 Roadless Rule. Nick Sandberg, Public Lands Coordinator
10. Memorandum of Understanding (MOU) Between the Moab Free Health Clinic VISTA Program & San Juan County, Presented by Talia Hansen, Economic Development Manager

- [11.](#) Consideration and Approval of a Letter of Support for KZMU Moab Public Radio's Grant Application to fund a Mobile Broadcasting Unit. Talia Hansen, Economic Development Manager
- [12.](#) Consideration and Approval of the Proposed Order of Approval Between Mid-America Pipeline Company, LLC And San Juan County on the Centrally Assessed Division on the Utah State Tax Commission Settlement Stipulation. Mack McDonald, Chief Administrative Officer

## **PUBLIC HEARINGS**

## **COMMISSION REPORTS**

## **ADJOURNMENT**

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

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

**San Juan County**

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

**Purchase From**

Northern Tool and  
 Equipment

Attention To :

☒ State Contracted

**Deliver To**

San Juan County Road Dept,  
 885 East Center Street,  
 PO Box 188,  
 Monticello, Utah 84535

Attention To :

**Purchase Order**

P. O. No#

Date

8/25/2025

Your Ref#

Our Ref#

Credit Terms

Cash

Product ID	Description	Quantity	Unit Price	Amount
28804	Roughneck Oil Pump Transfer Kit, 5:1 Ratio, 11GPM	2	\$1,199.99	\$2,399.98
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head:

County Admin:

Sub Total	\$2,399.98
Tax	Exempt
Freight	
Invoice Total	\$2,399.98
Amount Paid	
Balance Due	\$2,399.98

Terms and Conditions:





< Air Operated Oil Pumps / Item# 28804

## Roughneck Oil Pump Transfer Kit, 5:1 Ratio, 11 GPM



4.1 (19) [Write a Review](#) [Ask a Question](#)



**\$1199.99**



[Add Northern Tool to Home Screen](#)



**San Juan County**

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

**Purchase From**

Northern Tool and  
Equipment

Attention To :

☒ State Contracted


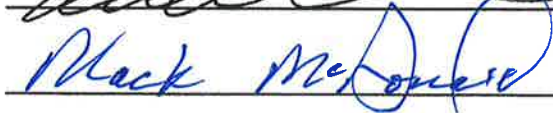
**Deliver To**

San Juan County Road Dept.  
885 East Center Street,  
PO Box 188,  
Monticello, Utah 84535  
Attention To :

**Purchase Order**

P. O. No#  
Date 9/4/2025  
Your Ref#  
Our Ref#  
Credit Terms Cash

Product ID	Description	Quantity		Unit Price	Amount
28804	Oil Transfer Kit	2		\$1,055.00	\$0.00
					\$0.00
					\$2,110.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Sub Total	\$2,110.00
				Tax	Exempt
				Freight	
				Invoice Total	\$2,110.00
				Amount Paid	
				Balance Due	\$2,110.00

Approved:	
Department Head:	
County Admin:	

Approved:

Department Head:

County Admin:

Terms and Conditions:



Garner, Martha &lt;mgarner@sanjuancountyut.gov&gt;

## Your Northern Tool + Equipment Order Has Been Received

1 message

Northern Tool <noreply@northerntool.com>  
To: malvarado@sanjuancounty.org

Tue, Sep 2, 2025 at 5:17 PM



CONTACT US



### Order Received

Thank you for your recent order. Your order details can be found below.

You will receive an email confirmation that includes tracking information when your order ships.

**Order Number:**  
82705092

Your order summary:

Item#	Description	Price	Quantity	Total
 28804	OIL TRANSFER KIT	\$1,055.00	2	\$2,110.00
 41763	AIR-OPERATED DIAPHRAGM PUMP	\$422.00	1	\$422.00
Subtotal				\$2,532.00
Shipping				\$ .00
Tax				\$ .00
<b>Total</b>				<b>\$2,532.00</b>

Note: Order total may not reflect special offers or promotions. Adjustments will be reflected on the final invoice.

**Billing Address:**

COUNTY OF SAN JUAN ROADS  
PO BOX 188  
MONTICELLO, UT 84535-0188

**Shipping Address:**

COUNTY OF SAN JUAN ROADS  
885 E CENTER ST  
MONTICELLO, UT 84535

**Phone:**

Customer Care: 1-800-949-2514

Product  
Experts:

**San Juan County**  
 117 So Main Street  
 Monticello, UT 84535  
 Ph: 435-587-3225

**Purchase From**

O'Reilly Auto Parts

Attention To :

☒ State Contracted**Deliver To**

San Juan County Road Dept.  
 885 East Center Street,  
 PO Box 188,  
 Monticello. Utah 84535

Attention To :

**Purchase Order**

P. O. No#



Date 9/4/2025

Your Ref#

Our Ref#

Credit Terms Cash

Product ID	Description	Quantity		Unit Price	Amount
RTM A1670105N	Rotomaster Turbocharger	1		\$1,549.00	\$0.00
					\$0.00
					\$1,549.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Sub Total	\$1,549.00
				Tax	Exemempt
				Freight	
				Invoice Total	\$1,549.00
				Amount Paid	
				Balance Due	\$1,549.00

Approved:	
Department Head:	
County Admin:	

Approved:

Department Head:

County Admin:

Terms and Conditions:



DEDICATED TO THE PROFESSIONAL

**San Juan County Road Department**

San Juan County Road Department

885 East Center St.

Monticello, UT 84535

Phone # 435-587-3230

**Created By:** knusselman**Created:** 09/04, 1:54 PM**Modified By:** knusselman**Modified:** 09/04, 1:54 PM

## Quote

### 2017 Ford F-450 Super Duty

XLT V8 - 6.7L 6651cc 406ci DIESEL MFI Turbocharged vin T - 4 valve OIIV

Item	Availability	Price	Qty	Item Total
<u>RTM A1670105N</u>	<input checked="" type="checkbox"/> Order	List: <b>\$3,149.14</b>	1	List: <b>\$3,149.14</b>
Rotomaster Turbocharger	(1) In Network	Cost: <b>\$1,549.00</b>		Cost: <b>\$1,549.00</b>
		Core: <b>\$400.00</b>		Core: <b>\$400.00</b>

### Quote Summary

<b>Parts:</b>	\$1,549.00
<b>Total:</b>	\$1,549.00

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

**Purchase From**☒ State Contracted

Noregon Systems LLC  
Greensboro, NC  
27409

**Attention To :**

**Deliver To**

San Juan County Road Dept.  
885 East Center Street,  
PO Box 188,  
Monticello. Utah 84535  
Attention To :

## Purchase Order

P. O. No#	
Date	9/3/2025
Your Ref#	
Our Ref#	
Credit Terms	Cash

[illegible]

Approved:

Department Head:

County Admin:

Sub Total	\$2,199.00
Tax	Exempt
Freight	
Invoice Total	\$2,199.00
Amount Paid	
Balance Due	\$2,199.00

### Terms and Conditions:



Noregon Systems, LLC  
 (855) 889-5776  
 7823 National Service Rd  
 Greensboro, NC 27409  
 United States

## Quote

Quote #: 113808  
 Date: 9/3/2025

**Bill To:**

ID# C10094700  
 Kedrick Musselman  
 San Juan County  
 117 South Main Street  
 Monticello, UT 84535  
 United States

**Ship To:**

ID# C10094700  
 Kedrick Musselman  
 San Juan County  
 117 South Main Street  
 Monticello, UT 84535  
 United States

Quote Expires	Sales Rep
12/2/2025	David Haggett

Qty	Item	Description	License Key(s)	Unit Price	Amount
1	40375	JPRO with Fault Guidance & NextStep Repair - Annual Renewal	15FRRP7L9 48G9EAJCB	\$2,199.00	\$2,199.00
Subtotal					\$2,199.00
Shipping (Estimate)					\$0.00
Sales Tax Total					\$0.00
<b>Total</b>					<b>\$2,199.00</b>

**Notes**

licenses: 15FRRP7L9,48G9EAJCB



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

**PO Deliver To:** Capture Adventure Media  
 750 S 100 E  
 Ephraim, UT 84627  
**Purchase Order Number::** 90525  
**PO Date::** 09/05/2025

**Vendor Name:** Capture Adventure Media  
**Department:** Visitor Services

## Purchase Order

Product ID	Quantity	Description	Unit Price	Amount
104193920	1	Promotional Video filming & production	15,000 USD	15,000 USD

**Sub Total:** 15,000.00 USD **Tax:** Freight: **Total Due:** 15,000 USD

### Purchase Validation

This project was included in Visitor Services' 2025/26 Co-op Marketing Grant Application, and received matching funds from the Utah Office of Tourism.

**Initiator Name:** Allison Yamamoto-Sparks  
 Approved by /s/Mack McDonald



# INVOICE

Capture Adventure Media  
750 S 100 E  
Ephraim, UT 84627-3007

gilbertrowley@gmail.com  
+6020947  
captureadventuremedia.com



Item 1.

## San Juan County

Bill to  
Allison Yamamoto

Ship to  
Allison Yamamoto

### Invoice details

Invoice no.: 1176  
Terms: Due on receipt  
Invoice date: 09/04/2025  
Due date: 09/04/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Video Production	SJC Tourism Video Project 2025	1	\$15,000.00	\$15,000.00

Total \$15,000.00

### Ways to pay

BANK

### Note to customer

This is invoice 1 of 2. The final invoice will be sent upon completion of the project.



## COMMISSION STAFF REPORT

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**MEETING DATE:** September 16, 2025

**ITEM TITLE, PRESENTER:** Contract for Utah Office of Tourism Co-op Marketing Grant Contract

**RECOMMENDATION:** Approval

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### SUMMARY

The Co-op marketing Grant allows San Juan County Visitor Services to stretch our marketing dollars for the county to more effectively reach the target demographics in the highest spending areas and countries for San Juan County.

Allison Yamamoto-Sparks applied for the 2025/26 Co-op Marketing Grant and was awarded \$182,250, and this contract is required for the Utah Office of Tourism to be able to pay San Juan County the grant funds that were awarded.

### HISTORY/PAST ACTION

San Juan County Visitor Services applies for the Co-op Marketing Grant every year, and the commissioners have always voted in favor of approving the contract to receive the grant funding.

### FISCAL IMPACT

The Utah Office of Tourism will pay \$182,250 to San Juan County Visitor Services.



**STATE OF UTAH  
UTAH OFFICE OF TOURISM  
GRANT AGREEMENT  
Utah Cooperative Marketing Program**

- 1. CONTRACTING PARTIES:** This Agreement is between the State of Utah, Governor's Office of Economic Opportunity ("GOEO"), the Utah Office of Tourism ("UOT"), referred to collectively as the "State", and the following Grantee:

San Juan County Visitor Services  
117 S Main Street  
PO Box 490  
Monticello, UT 84535

Contact Name: Allison Yamamoto-Sparks  
Phone #: (435) 587-3235  
Email: [ayamamoto@sanjuancounty.org](mailto:ayamamoto@sanjuancounty.org)

Legal Status of Grantee: Governmental Agency  
Federal Tax ID: 87-6000305  
Vendor #: VC0000114664

The State and Grantee are sometimes referred to individually as "Party" or collectively as "Parties."

- 2. GENERAL PURPOSE OF AGREEMENT:** The general purpose of this Agreement is to award grant funds pursuant to the Utah Cooperative Marketing Program ("Program"), as part of a public private partnership with Grantee. The goal of the Program is to leverage State and Grantee efforts to attract both in and out-of-state visitors to Utah to increase tourism expenditures.
- 3. AUTHORITY:** This Agreement is entered pursuant to UOT's authority under legislative appropriation. Terms used herein, but not defined, shall have the meanings set forth in the applicable State Code and Administrative Rule. The Board of Tourism Development has authorized Grantee to receive the Grant.
- 4. CONTRACT PERIOD:**  
Effective Date: August 29, 2025  
Termination Date: April 1, 2027.
- 5. CONTRACT AMOUNT:** The State approves the following Grant amount: \$182,250.00
- 6. ATTACHMENTS INCORPORATED AND MADE PART OF THIS AGREEMENT:**  
Attachment A – State of Utah Standard Terms and Conditions  
Attachment B – Project Scope of Work  
Attachment C – 2025 Cooperative Marketing Grant Guidelines
- 7. INCORPORATION BY REFERENCE BUT NOT ATTACHED:** Grantee's application made to the Program and all State and Federal governmental laws, regulations, or actions applicable to the grant or allocation authorized by this Agreement, including but not limited to Utah Code § 59-1-1406 (records retention, examination by Utah State Tax Commission), Utah Code Title 63J (state budgeting).



## AGREEMENT

**NOW, THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### GENERAL TERMS AND CONDITIONS

The following general terms and conditions shall apply in the administration of the Program and the performance of this Agreement.

8. **PAYMENT.** UOT shall disburse to Grantee 50% of the Board approved Grant amount upon receiving this fully executed Agreement and invoice from the Grantee. The remaining 50% of the Grant amount will be paid upon the completion of said project, submission and approval of required reports, vendor invoices, and documentation. UOT shall review submitted project reports and invoices within twenty (20) business days.
9. **ENFORCEMENT, RECOUPMENT, AND COLLECTIONS.** Grant Funds not used by Grantee for eligible costs under the Program during the term of this project shall be returned to the State. In addition, if the Project as described in Attachments B and C is not completed by the Contract Termination Date, the State shall have the right to recover from Grantee any Grant Funds previously paid. The State of Utah may require repayment of the funds and pursue any other reasonable collection costs and attorney's fees, if in State's sole discretion, it determines that Grantee has violated a law or requirement pertaining to the funding, including the terms of this Agreement. Any misrepresentation or fraud made in connection with this agreement may result in criminal prosecution, civil liability, and/or other penalties.
10. **COMPLIANCE AND REPORTING.** Grantee shall:
  - a. Comply with the UOT 2025 Cooperative Marketing Guidelines (see Attachment C).
  - b. In the event of modifications due to funding, media availability, or any other circumstance resulting in any change of the approved project or any change of person(s) responsible for the project, provide by email a written summary of such changes to [uotgrants@utah.gov](mailto:uotgrants@utah.gov) immediately for approval before implementing requested changes.
  - c. Provide copies of planned marketing projects (e.g., copy of advertisement, mock-up of artwork, etc.) to UOT for approval prior to publication.
  - d. Provide to the State, or its designee, all project-related vendor invoices as outlined in the guidelines and a summary report of how grant funds were spent and complied with the Program, in a manner and format specified by the State. The report and related documents shall be submitted in GOEO's Salesforce application portal no later than the Contract Termination Date, or at other times as requested by the State in its sole discretion.
11. **RECORDS RETENTION AND AUDIT.** Grantee shall maintain records and documentation for all eligible costs and expenses under the Program and arising out of this agreement for at least seven (7) years from the date of the award and shall allow State personnel and any other designated federal government (if applicable) or third-party contractor personnel reasonable access to records and documentation in connection with the funding. All parties, including Grantee, who enter into contracts with GOEO, UOT and the State of Utah, acknowledge that they shall be subject to audit by either GOEO or the Office of the State Auditor. Grantee shall submit to audits as reasonably requested by the State or its designee(s).
12. **AUTHORITY AND REPRESENTATIONS.** The undersigned person is an authorized representative of the Grantee receiving the funds, and the representations and documentation provided in connection with the application and scope of work and this agreement are complete, true, and correct. Grantee attests

that the representations made to the State in the project application continue to be true (or, if there have been any material changes, the State has been advised of such changes and has agreed in writing to those changes).

- 13. PROVIDING NOTICE TO STATE:** Award recipients are encouraged to communicate directly with the Community & Partner Relations team of the Utah Office of Tourism via [uotgrants@utah.gov](mailto:uotgrants@utah.gov).
- 14. MISCELLANEOUS.** This Agreement may be signed in counterparts. This Agreement represents the entire agreement between the parties, and there are no verbal representations made outside of the written terms of this Agreement. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the Parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal contract binding on the Parties and enforceable in accordance with its terms. This Agreement is not fully executed until all Parties, including but not limited to the Utah Division of Finance, have signed this Agreement.

*[The remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates below.

**STATE:**  
UTAH OFFICE OF TOURISM

**GRANTEE:**  
SAN JUAN COUNTY VISITOR SERVICES

\_\_\_\_\_

Name: David M. Williams  
Title: Associate Managing Director  
Date:

\_\_\_\_\_

Name:  
Title:  
Date:

**GOVERNOR’S OFFICE OF ECONOMIC  
OPPORTUNITY**

\_\_\_\_\_

Name:  
Title:  
Date:

**GOVERNOR’S OFFICE OF ECONOMIC  
OPPORTUNITY**

\_\_\_\_\_

Name:  
Title:  
Date:

**APPROVED BY:  
DIVISION OF FINANCE**

\_\_\_\_\_

Name:  
Date:  
Contract number: 260632781

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS OR ALLOCATIONS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a. **"Agreement"** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
  - b. **"Grant Money"** means money derived from funds appropriated under the State's Utah Rural Jobs Act and paid or allocated to Grantee.
  - c. **"Grantee"** means the individual or entity which is the recipient of Grant Money from the State. The term "Grantee" includes Grantee's agents, officers, employees, affiliates and partners.
  - d. **"Non-Public Information"** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
  - e. **"State"** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Agreement providing the Grant Money.
  - f. **"Subcontractors"** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee's affiliates, agents, subcontractors hired by Grantee, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Agreement, including Grantee's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Agreement, Grantee and all acts performed under this Agreement will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Agreement. This includes documentation related to Grantee's performance of the Agreement terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Agreement and to verify that Grantee's use of the Grant Money is appropriate and has been properly reported.
5. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless full and complete disclosure has been made to the State.
6. **INDEPENDENT CAPACITY:** In the performance of this Agreement, Grantee shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Agreement.
7. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Grantee, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
8. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and

(v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

9. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement even if listed elsewhere in this Agreement.
10. **TERMINATION:** Unless otherwise stated in Agreement above, then according to this Attachment's terms and conditions the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Agreement may give rise to for-cause termination.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Agreement may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the State's ability to pay under this Agreement. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **INSURANCE:** Grantee shall at all times during the term of this Agreement, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Grantee shall provide proof of the general liability insurance policy and other required insurance policies to the State within thirty (30) days of contract award. Grantee must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Agreement. Grantee's failure to maintain this insurance requirement for the term of this Agreement will be grounds for immediate termination of this Agreement.
13. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain, during the term of this Agreement, workers' compensation insurance for all its employees, as well as any Subcontractors as required by law.
14. **PUBLIC INFORMATION:** Grantee agrees that this Agreement and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Agreement, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Agreement, related documents, or invoices. Grantee may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
15. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Agreement that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Agreement or in violation of the law, or paid in excess of what is actually owed.
16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money set forth in this Agreement. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.
17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the State.
18. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Agreement; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom Grantee is liable. Upon termination or



expiration of this Agreement and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.

19. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
23. **ATTORNEYS' FEES:** In the event the State files any judicial action to enforce its rights under this Agreement to collect amounts owed, then the State shall be entitled its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.
24. **FORCE MAJEURE.** Neither party shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.
25. **PUBLIC CONTRACT BOYCOTT RESTRICTIONS:** In accordance with Utah Code 63G-27-102, Contractor certifies that it is not currently engaged in an "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in that Code section. Contractor also agrees not to engage in either boycott for the duration of this contract. If Contractor does engage in such a boycott, it shall immediately provide written notification to the public entity party to this contract.

(Revision date: June 9, 2023)

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## ATTACHMENT B: PROJECT SCOPE OF WORK

### SCOPE OF WORK:

This scope of work covers the 2026 Marketing Campaign.

San Juan County Visitor Services will be promoting the national, state, and tribal parks and monuments throughout San Juan County, including Monument Valley Navajo Tribal Park, the Needles District of Canyonlands National Park, Natural Bridges, Hovenweep, and Bears Ears National Monuments, and the Edge of the Cedars and Goosenecks Utah State Parks, as well as other recreational opportunities on our public lands and our spectacular dark skies.

In addition, we will also be promoting our small communities throughout the county to help educate visitors on the wide variety of lodging and dining experiences that are available throughout San Juan County. We will also focus on the Native American history and culture of San Juan County by highlighting Native American Heritage Month as well as Native American guides and events throughout the county.

There are several annual events in San Juan County which we will also highlight through our marketing efforts, such as the Bluff Balloon Festival, Bluff Arts Festival, and the San Juan Stampede Pro Rodeo.

Our campaign will encompass various visual, digital, and print mediums. This includes but is not limited to; video, billboards, newsletters, website landing pages, paid social ads, etc., to create a cohesive and compelling set of assets to market our unique county. By leveraging these platforms, we aim to reach both out of state and in-state audiences, showcasing San Juan County's natural beauty, adventure opportunities, and cultural richness.

We have a variety of target markets for our 2026 campaign including the following:

- International: Germany, France, UK, Netherlands, Belgium, Australia, New Zealand, Canada, China, and India
- Domestic: Colorado, Arizona, and New Mexico
- In-state: Northern Utah/Wasatch Front

Our target markets for promoting San Juan County encompass a diverse range of demographics unified by their interests in outdoor adventure, cultural exploration, and natural beauty. Here's a detailed description of our target visitor demographics:

- **Outdoor Enthusiasts:** Our primary target includes individuals and families who enjoy outdoor activities such as hiking, camping, photography, off-roading, and river rafting. They seek destinations that offer diverse landscapes and recreational opportunities. More importantly, they seek the challenge of lesser-known attractions and are seasoned travelers looking to find what may not be so easily accessible or even known to the general public.
- **Cultural and Historical Travelers:** We target travelers with an interest in Native American history, archaeology, and the preservation of cultural heritage. They are curious about visiting museums and learning about the rich history of San Juan County.
- **Adventure Seekers:** Our target includes adrenaline enthusiasts seeking unique and challenging experiences. They are drawn to activities like rock climbing, canyoneering, and exploring rugged terrains such as the Moki Dugway, Cedar Mesa, and the San Juan River.
- **Age Range:** While our focus can target certain young adults new to Utah (25-35) at times, our primary audience is middle-aged adults (36-55), both male and female.
- **Interest in Sustainable Travel:** Increasingly, our target market includes travelers interested in sustainable and responsible tourism practices. They seek destinations and activities that promote environmental conservation and respect local cultures.

**PROJECT DELIVERABLES:**

Our primary goal is to increase the average number of nights visitors stay in San Juan County, as well as to increase the total amount they spend while they are in the area. Through our marketing, we will accomplish this by educating potential visitors about the wide variety of things to see and do in the area, as well as the amenities that are available in our communities such as lodging, dining, guided activities, museums, trading posts, etc. By educating visitors before they arrive in our area, our goal is for them to be able to plan longer trips to San Juan County and take advantage of the variety of local businesses while they are here.

**Secondary Goal #1: Increase Visitor Engagement and Conversion:**

Capture the imagination of travelers from diverse geographical areas with messaging like "Not the middle of nowhere, but right next to it" and "More Utah," engaging them throughout their travel journey.

Objectives: Generate interest in San Juan County's natural beauty and cultural attractions through targeted digital ads and compelling content. Drive traffic to SEO-optimized landing pages that highlight unique experiences and encourage newsletter sign-ups and trip bookings.

Measure conversion metrics such as newsletter subscriptions and booking inquiries to gauge campaign effectiveness.

**Secondary Goal #2: Target Northern Utah Residents:**

Encourage in-state travelers to explore San Juan County's landscapes and red rocks with the campaign theme "Head South to Go West."

Objectives: Utilize captivating imagery and narratives to inspire Northern Utah residents to discover nearby adventure opportunities. Increase visitation by promoting weekend getaways to San Juan County, thereby supporting the local businesses.

Success of our campaign will be measured by an increase in visitation and spending from our target markets. This will be measured primarily through Datafy tracking, VisaVue reports, TRT, and sales tax revenue, as well as reported increases in occupancy rates from the lodging properties in San Juan County. We also continuously track the visitation to the national and state parks and monuments in San Juan County to give us a better understanding of changes in year over year visitation to San Juan County.

In addition, we work very closely with Brand Revolt (formerly Relic Agency) who has been our marketing agency for the past 7+ years, and we receive monthly reports from each department within their organization which allows us to optimize our campaigns for best performing assets and conversion metrics. Monthly reporting includes website traffic, click-through rates, impressions, social media engagement, etc., which is used to gauge the reach and effectiveness of each campaign. This data is used to refine and improve not only the current campaign, but future campaigns as well.

**BUDGET:**

Description	Vendor	Spend Classification	Detailed Description	Co-op Funds	Applicant Funds	Total Cost
Paid Social	Facebook & Instagram	In-State	Facebook & Instagram prospecting	\$6,500	\$6,500	\$13,000
Paid Social	Facebook & Instagram	Out-of-State	Facebook & Instagram prospecting	\$14,250	\$14,250	\$28,500
E-mail marketing & Google Ads	Google, other	Out-of-State	Data hosting and management	\$21,000	\$21,000	\$42,000
Website, trail page & leads	Go Travel Sites / Earthdiver	Out-of-State	Website & Trails page hosting & maintenance, Leads program & CRM	\$21,500	\$21,500	\$43,000
Outdoor	Brand Revolt	In-State	Billboards	\$26,000	\$26,000	\$52,000
Broadcast TV	Brand Revolt / News station	In-State	TV segments on visiting SJC, Company TBD	\$4,725	\$4,725	\$9,450

PR	Brand Revolt	Out-of-State	Newsletters, PR, Journalists & Content Creation	\$26,100	\$26,100	\$52,200
Promotional Video	Capture Adventure Media	Out-of-State	Filming, storyboard, editing, video production	\$15,000	\$15,000	\$30,000
IPW Registration	US Travel Association	Out-of-State	IPW Booth & Delegate Registration	\$3,500	\$3,500	\$7,000
International Opt-ins w/UOT	Various	Out-of-State	International Marketing in top-spending countries	\$13,425	\$13,425	\$26,850
Creative Design & Integrated Strategy	Brand Revolt	Out-of-State	Graphic Design, Integrated Marketing Strategy	\$30,250	\$30,250	\$60,500
			<b>Cash Totals</b>	<b>\$182,250</b>	<b>\$182,250</b>	<b>\$364,500</b>

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## ATTACHMENT C – 2025 COOPERATIVE MARKETING GRANT GUIDELINES





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### PREPARATION

1. Background
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10. Funding Decision

### NEXT STEPS

11. Memorandum of Understanding
12. Payment & Reporting
13. Utah Logo Guidelines

**Questions?**  
[uotgrants@utah.gov](mailto:uotgrants@utah.gov)  
[Co-op Webpage](#)





## PREPARATION

### (1) Background

#### *Purpose*

Utah's Cooperative Marketing Grant is a collaborative initiative designed to leverage both state and partner funding to enhance the visitor economy and increase tax revenue. The grant supports destinations in maintaining or expanding their market position through strategic marketing efforts.

#### *History*

Established in 2005, Utah's Cooperative Marketing Grant has funded 1,093 applications with a total of \$65,398,453.46, boosting the state's brand to \$130,796,906.92 million in marketing dollars. This program partners the Utah Office of Tourism (UOT) with local tourism organizations, such as convention and visitor bureaus and non-profit events, to enhance visitor spending through competitive match marketing grants.

#### *2025 Funding Breakdown*

Current TMPF Funds Available: \$4,064,560

Additional Rollover Funds: TBD

Non-DMO Funding Available: Capped at \$750,000

#### *In-State vs. Out-of-State Marketing*

Each entity can apply for up to \$225,000 annually. To ensure that sufficient cooperative marketing dollars are available to Utah's Destination Marketing Organization (DMO) partners, the funding available for eligible non-DMOs is capped at \$750,000.

Entities classified as a Destination Marketing Organization (DMO) may apply **25% or \$50,000, whichever amount is greater**, of their **total project** (Co-op Award + Exact Match, or nearly exact match) to in-state marketing efforts. All other types of eligible applicants may apply **15% or \$35,000, whichever amount is greater**, of their **total project** (Co-op Award + Exact Match, or nearly exact match) to in-state marketing efforts. Expenses exceeding these caps will reduce the award amount. Applicants are required to identify the total amount of their total project (Co-op Award + Exact Match, or nearly exact match) dollars to be spent in-state versus out-of-state on their application and on the final report.

#### *Partnering with DMOs*

Nonprofits and events are strongly encouraged to partner with their local Destination Marketing Organization (DMO) to be included in the DMO's overall grant request or to be referred to other applicable grants. At the very least, non-DMO applicants must submit a letter of support from their local DMO or, if no DMO exists, from the County Commission.



#### ***One Application per Organization***

Effective 2025, each organization may submit only one Co-op application for funding consideration. However, joint applications involving two or more Co-op applicants will be permitted to submit an additional application. Organizations wishing to propose multiple marketing campaigns are strongly encouraged to consolidate them into a single "umbrella" Co-op Marketing Grant proposal.

No single entity may request more than \$225,000 in matching funds.

## **(2) Eligible & Ineligible Applicants**

### ***Eligible Applicants***

To qualify, applicants must be cities or counties in Utah, non-profit destination marketing organizations (DMOs), or similar public entities focused on tourism promotion in Utah. They must be exempt from Federal Income Tax under Section 501 of the IRS Code for at least one year. Eligible organizations include DMOs, Chambers of Commerce, Convention and Visitors Bureaus, Regional Tourism Organizations, federally recognized tribes, or public sector entities like events, festivals, associations, attractions, and entertainment venues.

Key requirements include:

- Entities cannot act as fiscal agents for non-qualified groups.
- For applications involving multiple partners, the largest financial contributor must be the primary contact, and the qualified entity must match this contributor's amount. Partnership applications count toward each entity's funding cap.
- Co-op funds cannot be matched with other state funds. Please note that the Utah Sports Commission is NOT an eligible funding partner.
- Applicants must disclose their matching funds and any state support received.

Each organization may submit only one Co-op application for funding consideration; however, joint applications involving two or more Co-op applicants will be permitted to submit an additional application.

### ***Ineligible Applicants***

For-profit organizations and individuals are ineligible to apply for this grant and are kindly requested to refrain from submitting applications.

## **(3) Eligible & Ineligible Projects**

### ***Eligible Projects***

With the Utah Cooperative Marketing Grant, applicants can select the type of marketing that best suits their area. All marketing projects funded with Co-op dollars must feature either the Utah-Life Elevated official logo.





### **Examples of Eligible Projects**

- Digital Media - PPC, email marketing, connected TV, banner ads, social media
- Print - Fliers, direct mail
- Broadcast Media - Spot and/or CableTV & radio
- Publications - Magazines, newspapers, guides, playlists
- Website - Design or redesign and launch, updates, native content & photography (hosting is not eligible)
- Out-of-Home - Static and/or video ads on gas station TV, digital displays in restaurants, bars and entertainment venues, static gas pump toppers, billboards, buses, posters
- Postage - Postage for new marketing reach only
- Conventions - Promoting attendance of the convention to visitors
- Public Relations- Agency fees, activation costs, and communication plans (excludes any travel expenses)
- Research for effective marketing
- Trade Shows - Registration for one or more staff and booth space rentals for trade shows that broaden the applicant's market reach (**justification for the trade show must be provided in the scope of work section of the application**)

### **Ineligible Projects Examples**

- Activities or materials which violate State or Federal laws
- Administrative costs (i.e. salaries, travel, food and beverages, lodging, gift/awards, web hosting, memberships, or entertainment for personal and/or volunteers of organizations)
- Direct funding to acquire, construct, extend, or maintain a facility
- FAM Tours (i.e. travel, food and beverages, lodging, gifts/awards, or entertainment)
- Interest, reduction of deficits or loans
- Projects already in progress (contract must be signed before beginning the project)
- Scholarships, endowments, or cash awards of any description
- Tangible personal property (i.e. office furnishings or equipment, a permanent collection or individual pieces of art, etc.)
- Event equipment and supplies (i.e. any hard costs such as tents, awards, banners, etc.)

Please keep in mind that the intent is to spend on marketing that brings visitors to your area, not the things they see or get once they are already there.



#### (4) Matching Funds

UOT will match 50% of the total project cost, with a maximum of \$225,000 in Co-op funds available per entity. All matching funds from a single entity count towards this \$225,000 limit. Each organization may submit only one Co-op application for funding consideration; however, joint applications involving two or more Co-op applicants will be permitted to submit an additional application, though no organization will receive more than \$225,000 in total award monies.

Applicants must match their Co-op request with non-state funds. In-kind gifts are acknowledged but not counted as part of the match. Financial commitment letters must be signed and submitted on the contributor's letterhead.

#### (5) Deadlines

**2025 Guidelines are Released** - March 2025 (Partner Newsletter & [Co-op Website](#))

**Applicant Webinar** - May 6th, 2025 at 1:00 p.m. (Virtual - Details on Website)

**Application Opens** - May 19th, 2025 at 9:00 a.m. MT

**Application Deadline** - June 27th, 2025 at 5:00 p.m. MT

**Oral Interviews** - July 28th-30th, 2025

**Awards Announced** - August 8th, 2025

## APPLICATION & SCORING

#### (6) Application

##### **Applying Via the Salesforce Portal**

In 2023, the Utah Office of Tourism moved the Cooperative Marketing Grant application process to Salesforce, aligning it with other GOEO grants. The application format is similar to what applicants experienced in Simpleview, but the URL and login details have changed. The old Simpleview Extranet link and login credentials will no longer work.

If applicants have applied for a GOEO grant before (like the Utah Outdoor Recreation Grant), they should use their existing login information. New users should select "New User?" to create an account.

Access the application portal at: [goed.my.salesforce-sites.com/econ](https://goed.my.salesforce-sites.com/econ)

##### **Introducing the Tri-View**

Introducing the [Tri-View](#), a pivotal tool designed to illuminate the interconnectedness of the Cooperative Marketing Grant (Co-op) process. This resource serves as a comprehensive tool for applicants, committee members, and staff, providing a clear and concise understanding of how the grant guidelines, application questions, and evaluation



scorecard work in unison. By visualizing the relationship between these three critical components, the Tri-View clarifies the application process, ensuring transparency and fostering a more equitable evaluation.

For Co-op applicants, the Tri-View is an invaluable asset for crafting stronger, more compelling applications. It empowers applicants to directly align their responses with the grant guidelines, demonstrating a clear understanding of the program's objectives. Furthermore, it reveals how each application question will be assessed and scored, enabling applicants to strategically allocate their efforts and maximize their potential for success. By providing a holistic view of the Co-op process, the Tri-View facilitates a more informed and strategic approach to grant applications, ultimately leading to more impactful and successful marketing initiatives.

#### **ROI and Budget Worksheets**

Please note that the (1) ROI Worksheet and (2) Budget Worksheet have been separated into two worksheets to provide clarity for the scoring breakdown. Both must be completed. For the Budget Worksheet, applicants are encouraged to provide a detailed budget breakdown rather than one line item. Applicants must be thorough, as this is a comprehensive budget.

### **(7) Interview**

#### **Purpose**

As part of the application process, applicants requesting a cumulative amount of more than \$20,000 are strongly encouraged to participate in an interview with the Co-op Committee. The interview is designed to positively impact the applicant's score, offering an opportunity for the applicant to clarify anything on the application, providing a valuable mentoring opportunity rather than being focused on presentation or "wow" factors. The committee will use this time to discuss project details, provide insights, and support applicants in maximizing their potential for success.

#### **How to Prepare**

Applicants should come prepared to give the Committee a five minute overview of their application - keeping in mind that the Committee has already read through the application- and five minutes of Q&A. Questions may pertain to ROI, guideline restrictions, additional clarification, etc.

### **(8) Scoring Parameters & Process**

#### **≥ 70%**

Applications must receive a score of 70% or higher by the majority of the committee members to be eligible for funding. Applications receiving an average score of less than 70% will not be considered for funding.



### Point System

Applications will be scored based on the following point system:

<p><b>Scope of Work</b> - 38 points</p> <p><b>Deliverables &amp; Outcomes</b> - 48 points</p> <p><b>Budget</b> - 14 points</p> <p><b>Interview</b> - Additional points possible</p> <p><b>Total Points Possible</b> - 100 points</p>
---

Please refer to the [Tri-View](#) for a more detailed breakdown of how questions will be assessed and scored.

### Applications \$20K and Under

Utah Office of Tourism staff score and determine the level of funding for applications requesting \$20,000 or less.

### Applications Over \$20K

The Co-op Committee reviews and scores qualified applications requesting more than \$20,000.

### Additional Review

Entities that receive substantial appropriations from the Utah State Legislature in the same year they are applying for matching Co-op money are subject to additional review and consideration by the Co-op Committee to ensure proposals meet the intent of the program. Please alert the staff by email [uotgrants@utah.gov](mailto:uotgrants@utah.gov) if this is relevant.

## (9) Helpful Hints

### Start Early

- Gather all the required attachments beforehand to make filling out the application easier; Required attachments include:
  - List of Board Members
  - Federal Tax Exemption
  - Project Budget, ROI and Co-op History (New Required Spreadsheet)
  - Financial Audit/Balance Sheet
  - Letters of Financial Commitment
  - Letters of Project Support

### Stay on Track

- Save the application often while working on it.





- Do not submit the application until it's 100% complete as changes can no longer be made once it's submitted.

#### *Leverage the [Tri-View](#)*

- Understanding the Co-op guidelines and scoring breakdown as you answer each question will help you craft a stronger application.

## **(10) Funding Decision**

### *Award Announcement*

The Board of Tourism Development's funding decision will be announced at the August board meeting. Details on the Utah Office of Tourism's board meeting dates and locations can be found [here](#).

### *No Guarantee of Funding*

There is no guarantee that all applicants will be awarded funds. Even though a project may qualify, limited funds may not allow all projects to receive assistance. Any and all decisions regarding awarding of funds are at the discretion of the Co-op Committee, Board of Tourism Development, and the Utah Office of Tourism and are final.

The Co-op Committee reserves the right to adjust funding parameters in accordance with the number of proposals received and available funds.

## **NEXT STEPS**

## **(11) Memorandum of Understanding**

If the applicant is awarded less than the original requested amount, they may be required to submit a statement adjusting their scope of work and budget to reflect the amount being awarded.

A Memorandum of Understanding (MOU) will then be issued to all recipients of Co-op funding. Upon UOT's receipt of the signed MOU, it will be submitted for a contract number and will have an ending date of **April 1, 2027 at 5:00 pm MST**. While this is the final deadline, recipients are encouraged to submit their final report upon project completion.

## **(12) Payment & Reporting**

### *Initial Payment*

Payment on the award is made in two installments. For the initial payment, **50%** of the award amount can be invoiced via Salesforce anytime after the MOU has been signed.

### *Obtaining Branding Approval*



All marketing collateral produced by recipients' Co-op projects (**Co-op Award + Exact Match, or nearly exact match**) must feature the state brand.

Recipients are required to submit drafts of said collateral to [uotgrants@utah.gov](mailto:uotgrants@utah.gov) for approval **before** publication or printing. UOT's Grants Specialist will ensure that this step has been followed before reviewing and approving the recipient's final report. See Section 13 (Utah Logo Guidelines) for additional information on expectations regarding the use of UOT's logos.

#### **Progress**

In the event that a recipient cannot complete their project as approved, or changes to scope are needed, the recipient is required to notify UOT staff promptly by emailing [uotgrants@utah.gov](mailto:uotgrants@utah.gov) and submit proposed changes or modifications for approval.

#### **Final Payment & Report**

The remaining **50%** of the award will be issued when the Co-op recipients have successfully executed the approved project and their final report has been approved by UOT's Grants Specialist. All recipients must complete the final report form in the Salesforce portal by **April 1, 2027 at 5:00 pm MST**. Recipients who have failed to complete and submit their report by April 1, 2027 are not eligible to apply in future funding rounds until the report has been submitted and approved.

### **(13) Utah Logo Guidelines**

The Cooperative Marketing Grant aims to promote both the recipient's project and Utah's brand, which is why UOT's logos must be used in accordance with UOT's [Brand Guidelines](#).

Drafts of all materials produced by the project (Co-op Award + Exact Match, or nearly exact match) require UOT's approval **before** printing or publication. Drafts must be sent to [uotgrants@utah.gov](mailto:uotgrants@utah.gov). Recipients should allow at least five business days for approval. UOT may deny Co-op funding or logo-use if the content is deemed inappropriate or negative towards Utah. In such cases, denied funds may be reallocated or reduced as necessary.

Recipients should note that UOT reserves the right to use recipients' Co-op marketing collateral in its own marketing and presentations.

Recipients should review UOT's [Brand Guidelines](#) as well as the following sections that pertain to their specific project before beginning project creation to ensure compliance with all branding regulations and expectations.



### **All Projects - IMPORTANT**

All recipients of the Co-op Marketing Grant must display the Utah-Life Elevated logo on their website, linking it to [www.visitutah.com](http://www.visitutah.com). The UOT logo and link should be prominently placed and visible for the entire duration of the Co-op marketing project.

### **Billboards**

Billboards must display the official Utah-Life Elevated logo at a size that is clearly readable to the passing motorist. Applicants must also specify the location and dates of the billboard display.

### **Digital Ads**

Realizing that digital ads are usually too small to include the official Utah-Life Elevated logo, the UOT requires the Utah logo with a link to [www.visitutah.com](http://www.visitutah.com) in your application, be included on the landing page linked to the digital ad. Nofollow links are not allowed. Screenshots of the landing pages linked to the digital ads are required for logo approval.

### **Partner Logos**

Logos of applicants and partners (including private businesses) must be declared in the application and approved by the UOT. Logos representing alcoholic beverages, tobacco products, and/or sexually-oriented products and services will not be permitted with the Utah logo.

### **Print and Publications**

All print ads must contain either the Utah-Life Elevated logo. Generally, the size of the Utah logo should be commensurate with the size of the applicant's logo but not less than 1.25" in length as is required in the [Utah-Life Elevated Logo Guidelines](#). Applicants must specify the newspaper/publication name, size of the ad, market reach, and anticipated issue dates.

### **Press Releases**

Press releases related to Co-op projects must feature the state logo.

### **Radio Ads**

Radio ads must constrain the credit line "produced in cooperation with the Utah Office of Tourism." The credit line should take 3 to 5 seconds to pronounce and must be clear and easy for the listener to hear. Applicants must also include market reach and frequency.

### **TV Ads**

The products must display the official Utah-Life Elevated logo for a minimum of 5 seconds, typically just at the end of the ad. The logo must be clearly legible and prominently displayed. Generally, the size of the Utah logo should be commensurate with the size of the partner logo. Applicants must include market reach and frequency.



### *Websites and Website Content*

Websites, as well as website content and articles, created or revised using Co-op dollars must contain the official Utah-Life Elevated logo prominently displayed in a place the web visitor will likely view (homepage) for a minimum of one year. The Utah logo should also link to [www.visitutah.com](http://www.visitutah.com). Native content must also contain the official Utah-Life Elevated logo linked to [www.visitutah.com](http://www.visitutah.com). Co-op funds cannot be used for web hosting or general maintenance. Nofollow links are not allowed.





## COMMISSION STAFF REPORT

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**MEETING DATE:** September 16, 2025

**ITEM TITLE, PRESENTER:** A RESOLUTION APPROVING THE HIRING OF DR. JORDON BEGAY AS THE SAN JUAN COUNTY PUBLIC HEALTH DIRECTOR AND LOCAL HEALTH OFFICER, TRANNER SHARPE, HUMAN RESOURCE DIRECTOR

**RECOMMENDATION:** Make a motion approving the resolution

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### 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 both San Juan County Commissioners and San Juan Public Health Board members. Final selection and notification to the County Executive took place in the August 28th, 2025 meeting of the Public Health Board of which they made a motion to approve the hiring of Dr. Jordon Begay. Terms were then negotiated, and the tentative offer was accepted by Dr. Jordon Begay on September 11, 2025.

### HISTORY/PAST ACTION

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 to efforts shortly after, the recruitment for this vacancy.

On August 28, 2025, San Juan County Public Health recommended the hiring of Dr. Jordon Begay to the vacant position.

**SAN JUAN COUNTY UTAH  
RESOLUTION NO 2025- \_\_\_\_**

**A RESOLUTION APPROVING THE HIRING OF DR. JORDON BEGAY 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 Board of San Juan County Public Health, 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 health discipline related to public health, and have a minimum of five years professional full-time experience in the practice of public health with three years of those working in a senior administrative capacity.

**WHEREAS**, Dr. Jordon Begay has a degree of Doctor of Health Sciences from the A.T. Still University and a Masters of Health Care Administration degree from Grand Canyon University.

**WHEREAS**, the San Juan County Public Health Board recommended Dr. Jordon Begay as the Public Health Director and the County's Executive has negotiated a fair and equitable salary in which Dr. Jordon Begay has tentatively accepted waiting on final approval of this resolution.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Board of San Juan County Commissioners approves of the hiring of Dr. Jordon Begay in accordance with the negotiated and agreed-upon terms.

**PASSED, ADOPTED AND APPROVED BY THE BOARD OF SAN JUAN COUNTY COMMISSIONERS THIS 16<sup>TH</sup> DAY OF SEPTEMBER, 2025.**

**BOARD OF COUNTY COMMISSIONERS**

SAN JUAN, UTAH

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CHAIR

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COMMISSIONER

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COMMISSIONER



Sharpe, Tranner &lt;tsharpe@sanjuancountyut.gov&gt;

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**Recommendation for Health Director**

1 message

**Sharpe, Tranner** <tsharpe@sanjuancountyut.gov>

Fri, Sep 12, 2025 at 3:37 PM

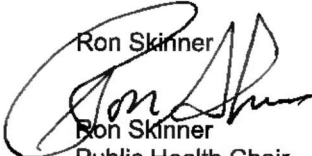
To: Mack McDonald &lt;mmcdonald@sanjuancountyut.gov&gt;

County Commissioners &amp; Mack,

The San Juan County Board of Health met on Thursday August 28, 2025, to discuss and determine who they would like to hire for the County Public Health Executive Director / Health Officer position. The Board's decision that is being presented for your approval, as the San Juan County Chief Administrative Officer, is to offer the position to Dr. Jordon Begay. Please let me know if you have any other questions.

Sincerely,

Ron Skinner

  
Ron Skinner  
Public Health Chair

P.O. Box 9  
117 South Main Street #221  
Monticello, Utah 84535



## COMMISSION STAFF REPORT

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**MEETING DATE:** September 16, 2025

**ITEM TITLE, PRESENTER:** Consideration and approval of the Local Health Dept WIC Program – San Juan County Amendment 2.

**RECOMMENDATION:** Approval

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### SUMMARY

The purpose of this amendment is to add \$12,000.00 in federal funds to the Women, Infants, and Children (WIC) agreement. This is a one-time increase in funding, which is beneficial to the health department by helping to cover the cost of training new staff on WIC procedures.

### HISTORY/PAST ACTION

Commission approval of the initial contract/agreement.

### FISCAL IMPACT

The original amount was \$163,342.00. The funding amount will be increased by \$12,000.00 in federal funds. The new total funding is \$175,342.00.



Utah Department of  
**Health & Human Services**

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

PO Box 144003, Salt Lake City, Utah 84114  
288 North 1460 West, Salt Lake City, Utah 84116

25169603  
Department Log Number

252700603  
State Agreement ID

1. **CONTRACT NAME:** The name of this contract is Local Health Dept WIC Program - San Juan County Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DHHS) and San Juan County (CONTRACTOR).

**PAYMENT ADDRESS**

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

**MAILING ADDRESS**

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

**Vendor ID:** 06866HL

**Commodity Code:** 99999 Grants

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to add NSA funding to the contract for Federal Fiscal Year 2025.
4. **CHANGES TO CONTRACT:**
  1. The contract amount is being changed. The original amount was \$163,342.00. The funding amount will be increased by \$12,000.00 in federal funds. New total funding is \$175,342.00.
  2. Attachment "A" and "B", effective 9/1/2025, is replacing Attachment "A" and "B", which was effective July 2025. The Scope of Work is changed, Article "4" Funding and Budget, Section 1 and 2 is changed.

**UEI:** WCVABP2FEVA2

**Indirect Cost Rate:** 0.00 %

Federal Funds

Funding Amount	Award Number	Assistance Listing Number	Assistance Listing Title	Federal Program Name	Federal Awarding Agency	Federal Award Identification Number	Federal Award Date
\$2,040.00	6UT700709	10.557	WOMEN INFANTS AND CHILDREN	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	256UT709W1003	07/01/2025
\$3,000.00	6UT700709	10.557	WOMEN INFANTS AND CHILDREN	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	256UT709W1003	07/01/2025

\$3,960.00	6UT700709	10.557	WOMEN INFANTS AND CHILDREN	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	256UT709W1003	07/01/2025
\$300.00	6UT700709	10.557	WOMEN INFANTS AND CHILDREN	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	256UT709W1003	07/01/2025
\$2,700.00	6UT700709	10.557	WOMEN INFANTS AND CHILDREN	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	256UT709W1003	07/01/2025

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 09/01/2025 .
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
  - A. All other governmental laws, regulations, or actions applicable to services provided herein.
  - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

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Intentionally Left Blank

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

IN WITNESS WHEREOF, the parties enter into this agreement.

Signature

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

\_\_\_\_\_  
Silvia Stubbs  
Commission Chair

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



## 1. Definitions

**"Authorized Persons"** means the Subrecipient's employees, officers, partners, subcontractors, or other agents of the Subrecipient who need to access State Data to enable the Subrecipient to perform its responsibilities under this agreement.

**"Agreement Signature Page(s)"** means the DHHS cover page(s), including the page(s) signed by the parties.

**"C.F.R."** means the Code of Federal Regulations.

**"DHHS"** means the Utah Department of Health and Human Services.

**"Federal Pass Through Money"** means federal money received by the Subrecipient through a subaward or agreement but does not include federal money received as payment for goods or services purchased by DHHS.

**"Local Money"** means money that is owned, held or administered by a political subdivision of the State that is derived from fee or tax revenues but does not include money received as payment for goods or services purchased or contributions or donations received by the political subdivision.

**"State"** means the state of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

**"State Data"** means all confidential information, non-public data, personal data, and protected health information that is created or in any way originating with the State whether such data or output is stored on the State's hardware, the Subrecipient's hardware, or exists in any system owned, maintained or otherwise controlled by the State or by the Subrecipient. State Data includes any federal data that DHHS controls or maintains, that is protected under federal laws, statutes, and regulations. DHHS may identify, during and after this agreement, additional reasonable types of categories of information that must be kept confidential under federal and State laws.

**"State Money"** means money that is owned, held, or administered by a State agency and derived from State fee or tax revenues but does not include contributions or donations received by the State agency.

**"Subrecipient"** means the non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program as per 2 C.F.R. § 200.1.

**"Uniform Guidance"** means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the specified federal awarding agency set forth in Title 2 of the Code of Federal Regulations.

2. **Governing Law and Venue:** This agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this agreement must be brought in a court of competent jurisdiction in the State. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **Federal Award:** The Subrecipient shall comply with the terms of the federal award(s).
4. **Nonprofit Registration:** If the Subrecipient is a nonprofit corporation that receives an amount of money requiring an accounting report under the Utah Code, it shall register and maintain the nonprofit corporation's registration as a limited purpose entity in accordance with code requirements.
5. **Amendments:** Amendments to this agreement must be in writing and signed by the parties except for the following for which written notification from DHHS will constitute an amendment to the agreement without the Subrecipient's signature: 1) changes in the total agreement amount or rates; and 2) changes to financial reporting requirements.

6. **No Automatic Renewals:** This agreement will not automatically renew.
7. **Laws and Regulations:** The Subrecipient shall comply with all applicable federal, state, and local laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will take precedence over any conflict with this Attachment A.
8. **Conflict of Interest:** The Subrecipient represents that none of its officers or employees are officers or employees of DHHS or the State, unless written disclosure has been made to DHHS. The Subrecipient shall comply and cooperate in good faith with all conflict of interest and ethic laws.
9. **Independent Capacity:** The Subrecipient and any subcontractors, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of DHHS.
10. **Reporting Receipt of Federal and State Funds.**
  - 10.1. If the Subrecipient is a nonprofit corporation and receives Federal Pass Through Money or State Money, the Subrecipient shall disclose to DHHS, annually and in writing, whether it has received in the previous fiscal year or anticipates receiving any of the following amounts: (i) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money in the amount of \$750,000 or more; (ii) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money at least \$350,000 but less than \$750,000; or (iii) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money of at least \$100,000 but less than \$350,000. This disclosure must be made when entering into this agreement and annually thereafter no later than six months after the end of the Subrecipient's fiscal year.
  - 10.2. The Subrecipient shall provide to DHHS a written description and itemized report at least annually detailing the expenditure of State Money, and the intended expenditure of any State Money that has not been spent. The Subrecipient shall provide to DHHS a final written itemized report when all the State Money is spent. DHHS may require the Subrecipient to return an amount of money that is equal to the State Money expended in violation of the terms of this section. Reports must be submitted no later than July 31<sup>st</sup> of each year and no later than 30 days after the expenditure of all State funds, whichever is earlier.
  - 10.3. The Subrecipient shall comply with all federal and State reporting requirements, including as applicable, but not limited to, 2 C.F.R. 200 and Utah Code sections 51-2a-201, 51-2a-201.5, and 63G-6b-201.
  - 10.4. Reports that are required to be sent to DHHS must be sent to [dhhsfinancialreports@utah.gov](mailto:dhhsfinancialreports@utah.gov).
11. **Timely Reporting:** The Subrecipient shall timely submit all reports and back-up data required by this agreement or requested by the federal awarding agency or DHHS.
12. **Invoicing:** Unless otherwise stated in the scope of work, the Subrecipient shall submit invoices along with any supporting documentation within 20 days following the last day of the month in which the expenditures were incurred or the services provided. The Subrecipient shall list this agreement number on all invoices and correspondence relating to this agreement. The Subrecipient shall submit all final billings under this agreement within 14 days of expiration or termination of this agreement, regardless of the Subrecipient's billing period. Notwithstanding the foregoing, the Subrecipient shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 14th of the following fiscal year, regardless of Subrecipient's billing period or the expiration or termination date of this agreement. DHHS may reject any invoice or claim for payment or reimbursement if received by DHHS after the requirements stated in this agreement, but in no case will DHHS pay for items billed later than twelve months after the fiscal year ending June 30th that the Subrecipient's services were provided or expected under the agreement, or for agreements with Medicaid, later than Medicaid deadlines.

- 13. Supporting Documentation:** The Subrecipient shall maintain documentation necessary to support the cost billed by the Subrecipient and shall submit the documentation with the billings, if requested. The Subrecipient shall store and file required documentation in a systematic and consistent manner.
- 14. Questioned Costs:** DHHS may question any billing by the Subrecipient if the billing is not supported by proper documentation.
- 15. Payment:**
- 15.1.** Payment to the Subrecipient will be based on allowable costs incurred by the Subrecipient in providing services pursuant to this agreement. The Subrecipient shall maintain documented expenditures that comply with federal cost principles and any attached budget. Expenditures must be reasonable and necessary to carry out agreement requirements. The Subrecipient shall be responsible for any expenditures DHHS finds to be improper or unallowable, including personal expenses, and shall repay these expenditures from funds other than those provided pursuant to this agreement or any other agreement between DHHS and the Subrecipient. The Grantee consents to a follow-up audit and clawback of any state grant funds if an audit shows that such grant funds were inappropriately used. This provision will survive the expiration or termination of this agreement.
  - 15.2.** DHHS shall make payments within 30 days after a correct invoice is received. All payments to the Subrecipient will be remitted by mail, electronic funds transfer, or the State's purchasing card. If payment has not been made after 60 days from the date a correct invoice is received by DHHS, then interest may be added by the Subrecipient as prescribed in the Utah Prompt Payment Act. The acceptance by the Subrecipient of final payment, without a written protest filed with DHHS within 10 business days of receipt of final payment, will release DHHS and the State from all claims and all liability to the Subrecipient. DHHS's payment for the services will not be deemed an acceptance of the services and is without prejudice to any and all claims that DHHS or the State may have against the Subrecipient. The Subrecipient shall not charge end users electronic payment fees of any kind.
  - 15.3.** If funding to DHHS is reduced due to an order by the legislature or the governor, or is required by State law, or if applicable federal funding is not provided to DHHS, DHHS shall reimburse the Subrecipient for products delivered and services performed through the date of cancellation or reduction, and DHHS shall not be liable for any future commitments, penalties, or liquidated damages.
  - 15.4.** Upon 30 days written notice, the Subrecipient shall reimburse DHHS for funds DHHS is required to reimburse a third party funding source resulting from the actions of the Subrecipient or its subcontractors.
- 16. Related Party Payments.** The Subrecipient shall not make payments to Related Parties in any category of expenditure (administrative costs, capital expenditures, or program costs) without the prior written consent of DHHS. Among other items, payments to Related Parties include: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease, or rental agreements. Payments made by the Subrecipient to Related Parties without prior written consent may be disallowed and require repayment to DHHS. **"Related Parties"** means (a) any person related to the vendor's representative by blood or marriage including, but not limited to, father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, grandson, granddaughter, or first cousin; and (b) all business associates of the vendor: (i) who are partners, directors, or officers in the same business entity as the vendor; (ii) who have authority to make decisions or establish policies in the same business entity as the vendor; or (iii) who directly or indirectly own 10% or more in the same business entity as the vendor.
- 17. Repayment:** Upon written request by DHHS, any overpayments, disallowed expenditures, excess payments, or questioned costs will be immediately due and payable by the Subrecipient. In the alternative, DHHS may withhold any or all subsequent payments pursuant to this agreement until DHHS fully recoups these funds. In such cases, the Subrecipient shall not reduce the level of services required by this agreement.

- 18. Budget Adjustments:** If this agreement is budget based, the budget attached to this agreement will be the for DHHS's payments to the Subrecipient. The Subrecipient shall not transfer budgeted funds from program costs to either administrative costs or capital expenditures without DHHS's prior written approval. The Subrecipient shall not transfer budgeted funds between administrative costs and capital expenditures without DHHS's prior written approval. The Subrecipient may transfer funds from administrative costs or capital expenditures to program costs without prior approval. The Subrecipient may transfer funds between subcategories within each major category without prior approval if there are no restrictions on expenditures within those subcategories.
- 19. Excessive Expenditures:** If this agreement requires a budget, DHHS may question any amounts in excess of the total amount budgeted in either administrative costs or capital expenditures and may require the Subrecipient to refund the excesses to DHHS. Amounts in excess of the total amount budgeted in program costs will not normally result in questioned costs unless DHHS has placed restrictions on subcategories within this major category. If this agreement restricts expenditures within defined subcategories, DHHS will consider any unapproved excesses to be a questioned cost.
- 20. Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon written notice delivered to the Subrecipient, DHHS may immediately terminate this agreement in whole or in part, or proportionately reduce the services and the amounts due, if DHHS reasonably determines that: (i) a change in federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this agreement; or (ii) a change in appropriations, available funds, or budgets affects DHHS's ability to pay under this agreement. A change of available funds as used in this paragraph includes, but is not limited to, a change in federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this section, DHHS shall reimburse the Subrecipient for the services properly ordered until the effective date of said notice. DHHS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
- 21. Cost Accounting System:** The Subrecipient shall maintain an accounting system that provides a general ledger and cost accounting records adequate to assure that costs incurred are reasonable, allowable, allocable to agreement objectives, and separate from costs associated with other business activities of the Subrecipient. The Subrecipient shall ensure that its accounting system meets required reporting requirements and timely development of cost data in the required form.
- 22. Insurance:**
- 22.1.** The Subrecipient shall at all times carry and maintain commercial general liability ("CGL") insurance from an insurance company authorized to do business in the State. The limits of the CGL insurance policy must be no less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
  - 22.2.** If the Subrecipient will use a vehicle in the performance of this agreement, the Subrecipient shall at all times carry and maintain commercial automobile liability ("CAL") insurance from an insurance company authorized to do business in the State. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of this contract whether owned, non-owned, leased, or hired. The minimum liability limit must be at least \$1,000,000 per occurrence, combined single limit.
  - 22.3.** The Subrecipient shall provide proof of the CGL insurance policy and other required insurance policies to DHHS within 30 days of contract award. The Subrecipient shall add the State on the certificate of insurance with notice of cancellation.
  - 22.4.** Failure to provide proof of insurance as required will be deemed a material breach of this contract. The Subrecipient's failure to maintain this insurance requirement for the term of this contract will be grounds for immediate termination of this agreement.

**23. Suspension of Work:** DHHS shall give the Subrecipient written notice should DHHS suspend the Subrecipient's responsibilities under this agreement. The Subrecipient's responsibilities may be reinstated upon advance written notice from DHHS.

**24. Indemnification:**

- 24.1.** If the Subrecipient is a governmental entity, the parties mutually agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for this agreement. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.
- 24.2.** If the Subrecipient is a non-governmental entity, the Subrecipient shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors. The Subrecipient shall fully indemnify, defend, and save harmless DHHS and the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Subrecipient's performance of this agreement caused by any intentional act or negligence of the Subrecipient, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the Subrecipient shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of DHHS. The Subrecipient is solely responsible for all payments owed to any subcontractor arising from the Subrecipient's performance under this agreement and will hold DHHS harmless from any such payments owed to the subcontractor. This provision survives the expiration or termination of this agreement.
- 24.3.** The parties agree that if there are any limitations of the Subrecipient's liability, including a limitation of liability clause for anyone for whom the Subrecipient is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

**25. Intellectual Property Indemnification:** The Subrecipient shall indemnify and hold DHHS and the State harmless from and against any and all damages, expenses (including reasonable legal fees), claims, judgments, liabilities, and costs in any action or claim brought against DHHS or the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of the Subrecipient's liability, such limitations of liability will not apply to this section.

**26. No Subrogation or Contribution:** The Subrecipient has no right of subrogation or contribution from the State or DHHS for any judgment rendered against the Subrecipient.

**27. Debarment:** DHHS may immediately terminate this agreement if DHHS determines that the Subrecipient has been debarred, suspended, or otherwise lawfully excluded from participating in any agreement issued by a governmental entity, including but not limited to, being determined ineligible as a subcontractor of any governmental entity. The Subrecipient certifies that it is not currently suspended, debarred, or otherwise prohibited to enter this agreement. The Subrecipient shall immediately notify DHHS if the Subrecipient becomes suspended, debarred, or otherwise ineligible for this or any other agreement issued by a governmental entity.

**28. Termination and Default:**

- 28.1. Termination for Convenience.** DHHS may terminate this agreement without cause, upon 30 days written notice to the Subrecipient. If the Subrecipient terminates this agreement without cause, DHHS may treat the Subrecipient's action as a default under this agreement.
- 28.2. Termination for Cause.** Each party may terminate this agreement with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall give written notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within 10 days of the notice. If the default is not cured within the 10 days, the party giving notice may terminate this agreement 40 days from the date of the initial notice of default or at a later date. Time allowed for cure will not diminish or eliminate the Subrecipient's liability for damages.

- 28.3. Miscellaneous Grounds for Termination.** In addition to other grounds for termination, DHHS may immediately terminate this agreement if DHHS receives a notice of a lien against the Subrecipient's payments or if the Subrecipient becomes debarred, becomes insolvent, files for bankruptcy or reorganization proceedings, is subject to IRS withholding, sells 30% or more of the company's assets or corporate stock, or gives notice of its inability to perform its obligations under this agreement. The Subrecipient shall provide DHHS with proof of financial viability upon request.
- 28.4. Payment After Termination.** DHHS shall pay the Subrecipient for the services properly performed under this agreement up to the effective date of the notice of termination. The Subrecipient agrees that in the event of termination, the Subrecipient's sole remedy and monetary recovery from DHHS or the State is limited to full payment for all services properly performed as authorized under this agreement up to the date of termination, as well as any reasonable monies owed as a result of the Subrecipient having to terminate other contracts necessarily and appropriately entered into by the Subrecipient pursuant to this agreement.
- 28.5. Default.** Any of the following events will constitute cause for DHHS to declare the Subrecipient in default of this agreement: (i) the Subrecipient's non-performance of its contractual requirements and obligations under this agreement; or (ii) the Subrecipient's material breach of any term or condition of this agreement. If the Subrecipient defaults in any manner in the performance of any obligation under this agreement, or if audit exceptions are identified, DHHS may either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or State funds as a result of the Subrecipient's failure to comply with federal regulations or State rules. In addition, DHHS may withhold amounts due the Subrecipient under this agreement, any other current agreement between DHHS and the Subrecipient, or any future payments due the Subrecipient to recover the funds. DHHS shall notify the Subrecipient of DHHS's action in adjusting the amount of payment or withholding payment. This agreement is executory until such repayment is made.
- 29. Remedies:** In addition to terminating this agreement upon default or breach of the Subrecipient, DHHS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) impose liquidated damages; (iii) debar or suspend the Subrecipient from receiving future contracts from DHHS or the State; and (iv) demand a full refund of any payment DHHS has made to the Subrecipient for services that do not conform to this agreement.
- 30. Reviews:** DHHS may perform plan checks or reviews and require changes when needed. Such reviews do not waive the requirement of the Subrecipient to meet all of the terms and conditions of this agreement.
- 31. Performance Evaluation and Remediation:** DHHS may conduct a performance evaluation of the Subrecipient's services, including the Subrecipient's subcontractors. DHHS may make the results of any evaluation available to the Subrecipient. DHHS may make scheduled and announced visits. The Subrecipient shall allow DHHS monitors and auditors to have access to any records related to this agreement. The Subrecipient shall cooperate with all monitoring and audits. DHHS may require remediation. The Subrecipient shall comply with any remediation plan required by DHHS. The Subrecipient's failure to comply with a DHHS remediation plan will be deemed a material breach of this agreement.
- 32. Public Information:** The Subrecipient agrees that this agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State's Government Records Access and Management Act ("**GRAMA**"). DHHS and the State are not obligated to inform the Subrecipient of any GRAMA requests.
- 33. Publicity:** The Subrecipient shall not advertise or publicize matters relating to this agreement, or publicly use DHHS's name, without the prior written approval of DHHS. The Subrecipient shall impose this restriction on its

subawardees and subcontractors, and shall require subawardees and subcontractors to impose this restriction on each lower tier of subawardees and subcontractors.

- 34. Information Ownership:** Except for confidential medical records held by direct care providers, DHHS shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this agreement. The Subrecipient shall not use or disclose, except in meeting its obligations under this contract, information gathered, reports developed, or conclusions reached in performance of this agreement without prior written consent from DHHS. DHHS will own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the Subrecipient under this agreement. The Subrecipient shall not use confidential federal, state, or local government information without prior written consent from DHHS, and shall bind any subcontractor to the same requirement.
- 35. Information Practices:** The Subrecipient shall establish, maintain, and practice information procedures and controls that comply with federal and State law including, as applicable, Utah Code Title 26B and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"). DHHS may require the Subrecipient to enter into a business associate agreement if applicable. The Subrecipient shall receive or request from DHHS only information about an individual that is necessary to the Subrecipient's performance of its duties and functions. The Subrecipient shall use the information only for purposes of this agreement.
- 36. Secure Protection and Handling of State Data:**
- 36.1.** If the Subrecipient is given access to or will be storing State Data as part of this agreement, the protection of State Data must be an integral part of the business activities of the Subrecipient to ensure that there is no inappropriate or unauthorized use of State Data. The Subrecipient shall safeguard the confidentiality, integrity, and availability of the State Data. The Subrecipient agrees to not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this agreement. The improper use or disclosure of confidential information is strictly prohibited.
- 36.2.** Any and all transmission or exchange of State Data must take place via secure means. The Subrecipient shall create, store, and maintain any State Data on secure or encrypted computing devices or portable storage mediums. The Subrecipient agrees to protect and maintain the security of State Data with security measures including, but not limited to, maintaining secure environments that are patched and up to date with all appropriate security updates, network firewall provisioning, and intrusion detection. The Subrecipient agrees that any computing device or portable medium that has access to DHHS's network or stores any non-public State Data is equipped with strong and secure password protection.
- 36.3.** The Subrecipient shall: (i) limit disclosure of any State Data to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this agreement relates, and only for that purpose; (ii) advise its Authorized Persons of the proprietary nature of the State Data and of the obligations set forth in this agreement and require Authorized Persons to keep the State Data confidential; (iii) keep all State Data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (iv) not disclose any State Data received by it to any third parties, except as permitted by this agreement or otherwise agreed to in writing by DHHS.
- 36.4.** The Subrecipient shall promptly notify DHHS of any misuse or misappropriation of State Data that comes to the Subrecipient's attention. The Subrecipient shall be responsible for any breach of this duty of confidentiality by any of its officers, agents, employees, subcontractors at any tier, and any of its respective representatives, including any required remedies or notifications under applicable law (Utah

Code Ann. §§ 13- 44-101 through 301). This duty of confidentiality is ongoing and survives the term of this agreement. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.

- 37. Artificial Intelligence:** The Subrecipient shall not use State Data in any generative artificial intelligence ("GAI") queries, training, or program creation without prior written permission from DHHS. The Subrecipient attests that its GAI models use only properly licensed material. The Subrecipient shall fully indemnify and hold DHHS harmless from all claims, loss, or damages related to the Subrecipient's use of GAI. Should the Subrecipient learn that State Data has been used in GAI queries without DHHS permission, the Subrecipient shall immediately notify DHHS. The Subrecipient shall inform DHHS of any GAI in the Goods or Services being contracted for prior to providing those Goods or Services to DHHS. The Subrecipient shall include annotations sufficient to comply with DTS Policy 4000-0008 (Generative AI Policy) when utilizing GAI in the creation of Goods and Services with the potential to impact DHHS intellectual property rights.
- 38. Ownership, Protection, and Return of Documents and Data upon Agreement Termination or Completion:** Except for records that must be retained for a longer period under section 42.2 and for confidential medical records held by direct care providers, all documents and data pertaining to work required by this agreement will be the property of DHHS, and must be returned to DHHS or disposed of within 30 days after termination or expiration of this agreement, regardless of the reason for agreement termination, and without restriction or limitation to future use. If such return or destruction is not feasible, the Subrecipient shall notify DHHS. The Subrecipient shall extend any protections, limitation, and restrictions of this agreement to any information retained after the termination of this agreement and shall limit further uses and disclosures to those purposes that make the return or destruction of the data infeasible. Any disposal of State Data must be disposed of in such a manner that it cannot be recovered or recreated. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.
- 39. Intellectual Property Ownership:** DHHS and the Subrecipient recognize that each has no right, title, or interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the Subrecipient prior to the execution of this agreement, but specifically created or manufactured under this agreement, is considered work made for hire, and the Subrecipient shall transfer any ownership claim to DHHS.
- 40. Equipment Purchase:** The Subrecipient shall obtain prior written DHHS approval before purchasing any equipment, as defined in the Uniform Guidance, with agreement funds.
- 41. Standard of Care:** The services of the Subrecipient and its subcontractors must be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, which similarities include the type, magnitude, and complexity of the services that are the subject of this agreement. The Subrecipient shall be liable to DHHS and the State for claims, liabilities, additional burdens, penalties, damages, or third party claims, to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
- 42. Record Keeping, Audits, and Inspections:**
  - 42.1.** For financial reporting, the Subrecipient shall comply with the Uniform Guidance and Generally Accepted Accounting Principles ("GAAP").
  - 42.2.** The Subrecipient shall maintain or supervise the maintenance of all records necessary to properly account for the Subrecipient's performance and the payments made by DHHS to the Subrecipient under this agreement. The Subrecipient shall maintain all supporting documents, financial and statistical records, and other records related to this agreement and the federal award for six years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or



annually, from the date of submission of the quarterly or annual financial report as reported to DHHS with the exception of those situations identified in 2 C.F.R. §200.333. DHHS shall have access to these records for as long as the records exist. This provision survives the expiration or termination of this agreement. The Subrecipient agrees to allow, at no additional cost, the State, federal auditors, and DHHS's staff, access to all such records. The Subrecipient shall retain these records as required by GAAP, federal or state law, or specific program requirements, whichever is longer. The Subrecipient shall allow, at no additional cost, the State, federal auditors, and DHHS staff, access to all such records.

**42.3.** The Subrecipient shall retain all records which relate to disputes, litigation, audits, and claim settlements arising from agreement performance or cost or expense exceptions, until all disputes, litigation, audits, claims, or exceptions are resolved.

**42.4.** The Subrecipient shall comply with federal and state regulations concerning cost principles, audit requirements, and agreement administration requirements, including, but not limited to, the Uniform Guidance. Unless specifically exempted in the scope of work, the Subrecipient shall comply with applicable federal cost principles and agreement administration requirements if State funds are received. Counties, cities, towns, and school districts are subject to the State Legal Compliance Audit Guide. The Subrecipient shall send copies of required reports to [dhhsfinancialreports@utah.gov](mailto:dhhsfinancialreports@utah.gov).

**43. Employment Practices:** The Subrecipient shall abide by the following employment laws, as applicable: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 C.F.R. § 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (v) Utah Executive Order No. 2006-0012, dated December 13, 2006, which prohibits unlawful harassment in the work place; (vi) Utah Code Ann. § 26B-7-503, Utah Indoor Clean Air Act which prohibits smoking in enclosed public places; (vii) Utah Executive Order No. 2006-0012 which prohibits all unlawful harassment in any workplace in which State employees and employees of public and higher education must conduct business; (viii) 41 CFR part 60, Equal Employment Opportunity, and the Executive Order 11246, as amended by Executive Order 11375, which implements those regulations; (ix) 45 C.F.R. part 83, which prohibits the extension of federal support to any entity that discriminates on the basis of sex in the admission of individuals to its health manpower and nurse training programs; and (x) 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5), Agreement Work Hours and Safety Standards Act, for contracts that involve the employment of mechanics or laborers. The Subrecipient further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of the Subrecipient's employees or persons served.

**44. Federal Requirements:** The Subrecipient shall abide by the following federal statutes, regulations, and requirements: 2 C.F.R. § 200.326, Agreement Provisions as applicable; 45 C.F.R. § 46, 42 U.S.C. § 2899, 21 C.F.R. 50, & 21 C.F.R. 56 Protection of Human Subject in research activities; 45 C.F.R. part 84, prohibits discrimination of drug or alcohol abusers or alcoholics who are suffering from mental conditions from admission or treatment by any private or public hospital or outpatient facility that receives support or benefit from a federally funded program; 42 C.F.R. parts 2 and 2a which implements the Public Health Service Act, sections 301(d) and 543, which requires certain medical records that relate to drug abuse prevention be kept confidential when the treatment or program is directly or indirectly assisted by the federal government; 42 U.S.C. §§ 7401-7971q., the Clean Air Act and 33 U.S.C. §§ 1251-1387, the Federal Water Pollution Control Act, and all applicable standards, orders or related regulations; 31 U.S.C. § 1352, Byrd Anti-Lobbying Amendment; 42 U.S.C § 4331, the National Environmental Policy Act of 1969; 2 C.F.R. § 200.322, Procurement of recovered materials which outlines section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 37 C.F.R. § 401, Rights to Inventions Made; 42 C.F.R. part 50, Subpart B, Sterilizations; 42 C.F.R. part 50, Subpart C, Abortions and Related Medical Services; 59 FR 46266, Recombinant DNA and Institutional Biosafety; 7 U.S.C. § 2131, Animal Welfare; 42 C.F.R. part 92, Misconduct in Science; 42 U.S.C. §§ 4728-4763, Merit System Standards for governmental entities only; 42 U.S.C. §§ 6101-6107 & 45 C.F.R. Part 91 Age Discrimination Act of 1975; 42 U.S.C. § 12101 et seq. & 28

C.F.R. Part 35, Part 39 Americans with Disabilities Act; 45 C.F.R. Part 80, 42 U.S.C. § 2000d et. seq. Civil Rights Act of 1964 as amended Title VI; 40 U.S.C. §§ 3701-3704 & 29 C.F.R. Part 5 Contract Work Hours and Safety Standards Act; 45 C.F.R. 2543.82, 18 U.S.C. § 874 & 29 C.F.R. Part 3 Copeland Anti-Kickback Act; 40 U.S.C. § 3142 & 29 C.F.R. Part 5 Davis-Bacon Act; 41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988; 20 U.S.C. § 1681 et. seq. & 45 C.F.R. Part 86, Education Amendments of 1972, Title IX; 8 U.S.C. § 1324a, Employment Eligibility Verification; 29 U.S.C. § 206(d) Equal Pay Act; 29 U.S.C. § 201 et seq. Fair Labor Standards Act; 8 U.S.C. § 1324 Immigration Control and Reform Act; 42 U.S.C. § 10801 et seq. Protection and Advocacy for Individuals with Mental Illness Act; 45 C.F.R. Part 84.53 Public Health Service Act, Section 522 and Section 526; 29 U.S.C. § 794 & 45 C.F.R. Part 84 Rehabilitation Act of 1973, as amended, Section 504; 42 U.S.C. § 6322 Energy Policy and Conservation Act; 42 U.S.C. § 4106 Flood Disaster Act of 1973 and other flood hazard provisions; 42 U.S.C. § 4321 et seq. & 40 C.F.R. Part 1500 et seq. National Environmental Policy Act of 1969; 42 U.S.C. §§ 7181-7184, Pro-Children Act of 2001; 31 U.S.C. § 3729-3733 and Chapter 38 Civil False Claims Act; Public L. 109-171 (2006) Deficit Reduction Act of 2005; P.L. 109-282, as amended by Section 6202 of P.L. 110-252 FFATA; 5 U.S.C. § 1501, et. seq. Hatch Act; 42 U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a Substance Abuse and Mental Health confidentiality; 45 C.F.R. Part 75 HHS Award requirements; and the Subrecipient shall include in any contracts termination clauses for cause and convenience, along with administrative, contractual, or legal remedies in instances where subcontractors violate or breach agreement terms and provide for such sanctions and penalties as may be appropriate.

- 45. Background Screening:** The Subrecipient and any individuals associated with the Subrecipient shall comply with the background screening requirements in Utah Code §26B-2-120 and Utah Administrative Code R501-14.
- 46. Provider Code of Conduct:** If the Subrecipient and any individuals associated with the Subrecipient will be working with DHHS clients, the Subrecipient shall follow and enforce the DHHS Provider Code of Conduct. Before allowing any employee or volunteer to work with clients, the Subrecipient shall: 1) provide a current copy of the DHHS Provider Code of Conduct to each employee or volunteer currently working for the Subrecipient and to new employees or volunteers; and 2) retain in each employee's or volunteer's file a signed and dated statement in which that person certifies that he or she has read, understands, and will comply with the DHHS Provider Code of Conduct. Annually, the Subrecipient shall obtain the current DHHS Provider Code of Conduct poster and display the poster where its employees and volunteers can see it.
- 47. Abuse Reporting:** The Subrecipient shall comply with abuse reporting requirements in Utah Code §§ 80-2-602 and 26B-6-205.
- 48. Waiver:** A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.
- 49. Legal Fees:** In the event of any judicial action to enforce rights under this agreement, the prevailing party will be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
- 50. Subawards, Subcontracts and Assignment:** The Subrecipient shall not assign, sell, transfer, subcontract, subaward, or sublet rights or delegate responsibilities under this agreement, in whole or part, without the prior written consent of DHHS. The Subrecipient retains ultimate responsibility for performance of all terms, conditions, and provisions of this agreement that are subcontracted or performed by a subcontractor. When subcontracting, the Subrecipient agrees to use written subcontracts that conform to federal and State laws. The Subrecipient shall request DHHS approval for any assignment at least 20 days prior to its effective date.
- 51. Force Majeure:** Neither party will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond the party's reasonable control. DHHS may terminate this agreement after determining that the delay or default will likely prevent successful performance of this agreement.
- 52. Severability:** The invalidity or unenforceability of any provision, term, or condition of this agreement will not affect the validity or enforceability of any other provision, term, or condition of this agreement, which will remain in full force and effect.

- 53. Survival of Terms:** Termination or expiration of this agreement will not extinguish or prejudice DHHS's right to enforce this agreement with respect to any default or defect in the services that has not been cured.
- 54. Notice:** Notice must be in writing and sent to dhhscontracts@utah.gov.
- 55. Order of Precedence:** The terms of this agreement will be reasonably interpreted and construed to avoid any conflict among the provisions. If there is any conflict between this agreement's terms, or the terms of the federal award or applicable federal regulation, the order of precedence (listed in order of descending precedence) among the terms is: (1) the terms of the federal award and any applicable federal regulations; (2) Agreement Signature Page(s); (3) this Attachment A; (4) DHHS scope of work; (5) Any other attachments.
- 56. Time is of the Essence:** The Subrecipient shall complete services by any deadline stated in this agreement. For all services, time is of the essence. The Subrecipient shall be liable for all reasonable damages to DHHS and the State, and anyone for whom the State may be liable, as a result of the Subrecipient's failure to timely perform the services required under this agreement.
- 57. Dispute Resolution:** DHHS and the Subrecipient shall attempt to resolve agreement disputes through available administrative remedies prior to initiating any court action. Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. DHHS, after consultation with the Subrecipient, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DHHS appoints such an expert or panel, DHHS and the Subrecipient agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
- 58. Prohibited Discriminatory Practices:** The Subrecipient shall not use contract funds for any prohibited discriminatory practice as defined by Utah Code 53B-1-118.
- 59. Certification:** As required by 2 CFR 200.415, whenever the Subrecipient applies for funds, requests payment, and submits financial reports regarding federal awards under this agreement, the Subrecipient hereby certifies as follows: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."
- 60. Entire Agreement:** This agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised: 4/15/2025)

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

Article 1  
GENERAL PURPOSE

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

Article 2  
DEFINITIONS

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

"BFPC" means Breastfeeding Peer Counseling Program.

"EBT" means electronic benefits transfer.

"FNS" means the Food and Nutrition Service of the United States Department of Agriculture.

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

"MER" means Monthly Expenditure Report used to seek financial reimbursement from the Department.

"NEP" means Nutrition Education Plan.

"NSA" means Nutrition Service Administration (funding for WIC administrative purposes).

"P&P" means WIC Policy and Procedures.

"PC" means Peer Counselor or Peer Counseling.

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

"USDA" means the United States Department of Agriculture.

"WIC" means the Special Supplemental Nutrition Program for Women, Infants, and Children.

Article 3  
SERVICE REQUIREMENTS

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

- (1) Nutrition Service Administration

- (A) submit monthly expenditures to the DHHS using the MER:

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

### 3.2 Peer Counseling:

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

### 3.3 Financial Reporting. The Contractor shall:

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

## Article 4 FUNDING AND BUDGET

### 4.1 **Funding.**

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

- (3) Future federal funding will be determined for 10/01/2025 – 9/30/2026.
- (4) Future federal funding will be determined for 10/01/2026 – 9/30/2027.
- (5) Future federal funding will be determined for 10/01/2027 – 9/30/2028.
- (6) Future federal funding will be determined for 10/01/2028 – 9/30/2029.

#### 4.2 **Budget.**

<u>Budget Description</u>	<u>Amount</u>
NSA	\$172,758.00
BFPC	\$2,584.00
Infrastructure	To be determined, annually
Total	\$175,342.00

#### Article 5 INVOICING

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

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

#### Article 6 OUTCOME MEASURES

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

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

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



## COMMISSION STAFF REPORT

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**MEETING DATE:** September 16, 2025

**ITEM TITLE, PRESENTER:** Consideration and Approval for Attachment G, Todd Adair, SJC Road Superintendent

**RECOMMENDATION:** Approval

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### SUMMARY

San Juan County has had an Attachment F for a Master Intergovernmental Agreement between NDOT and San Juan County. We have been asked by NDOT to complete an Attachment G,. So we can be paid for work done April 2024 thru March 2026

### HISTORY/PAST ACTION

Approved

### FISCAL IMPACT

**Attachment G**  
**To Intergovernmental Agreement between**  
**The NAVAJO NATION and SAN JUAN COUNTY, UTAH**  
**For Road Projects**

**AUTHORITY:**

Attachment G is to be appended to the Master Intergovernmental Agreement (JGA), Contract No. CO 10906 for road maintenance and improvement projects between the Navajo Nation (NATION) and San Juan County, Utah (COUNTY) as contemplated in Sections 1.1 and 2.1 of the Master JGA.

**TERM:**

In accordance with Section 11-Amendment/Renewal of CO 10906 Master IGA between the NATION and the COUNTY, the Master IGA is hereby renewed for an additional five (5) year term to September 11, 2029.

**AMENDMENTS TO THE ROAD MAINTENANCE IGA:**

Amendments and revisions to certain sections of the stand-alone Road Maintenance IGA between the Navajo Nation and San Juan County, Utah. The Agreement is attached hereto as Exhibit A.

Section 2.5 will be amended and revised as follows:

Specific road subject to this agreement. The Nation B Roads, as described in this Attachment G, are the only roads subject to this IGA. Updates to Attachment 4 may be made from time to time upon the express written mutual agreement of both Parties.

**SCOPE OF WORK:**

**Routine Maintenance on various Tribal Routes in the Northern and Western Agencies**

Routine maintenance as authorized under the stand-alone Road Maintenance IGA between the Navajo Nation and San Juan County, Utah; fully executed in April 2020. The various roads are located in the Northern and Western Agencies within the boundaries of the Navajo Nation. The roads in each Agency were designated by Navajo DOT as routes that should receive routine maintenance. The roads will receive routine maintenance including snow removal and flood repairs on a quarterly basis and as-needed basis in adverse weather conditions, to provide an adequate network of roads for residents and visitors.

## Attachment G - Projected Maintenance Cost

Location	Description	Quantity	Cost	Navajo DOT Account Number
<b>Northern Tribal Routes:</b> 403, 404, 415, 436, 437, 439, 445, 449, 452, 463, 4041, 4181 <b>Western Tribal Routes:</b> 427, 428, 431, 491, 494, 6310 (434), 6388 ( 4101)	<b>Routine Quarterly Maintenance and Snow Removal</b>  <b>Per attached Road List and Maps</b>	1	\$216,761.00	K241001.9024
	<b>TOTAL NDOT COST</b>			

**Payment to the COUNTY:**

Per section 7.A. of the Master IGA, the NATION shall provide the COUNTY **\$216,761.00** in funding for the PROJECT. This funding shall be placed in an account established by the COUNTY and will be utilized for the work described in the Scope of Work of this Attachment. The payments correlate as follows:

April I, 2024 - March 31, 2025 = \$ 1 00,000 for maintenance performed under the original Road Maintenance IGA.

April 1, 2025 - March 31, 2026 = \$ 116,761.00 for maintenance performed under the Road Maintenance IGA.

Upon mutual agreement of both parties, project termini may be altered that fall within the same scope as described in this attachment. **Altered PROJECTS would commence once upfront/startup funding has been received by the COUNTY unless there is sufficient funding remaining from the initial payment to the COUNTY.**

IN WITNESS WHEREOF, the PARTIES have executed this Attachment "G" to the Master Intergovernmental Agreement between the Navajo Nation and San Juan County, Utah on the dates affixed by their signatures.

**SAN JUAN COUNTY**

**SAN JUAN COUNTY**

**THE NAVAJO NATION**

San Juan County Board of Commission Chair  
117 South Main  
**P.O.** Box #9  
Monticello, Utah 84535

**Dr. Buu Nygren, President**  
**Navajo Nation**  
**PO Box 7440**  
**Window Rock, AZ 86515**

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

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

**APPROVED AS TO FORM**

**BY** \_\_\_\_\_  
Navajo Nation Legal Counsel

Date signed\_\_\_\_\_

**BY** \_\_\_\_\_  
San Juan County Attorney

Date signed\_\_\_\_\_



N DOT Route	Former SJC	Maintained Mileage	Proposed	Agency	
403 B403		3.7	3.7	Northern	
404 B404		5.2	5.2	Northern	
415 B415		10.4	13.82	Northern	Added mileage for new bus route
436 B436		4.6	4.6	Northern	
448 B448		2.9	0	Northern	No longer bus route
451 B451		3.5	0	Northern	No longer bus route
463 B463		1.7	1.7	Northern	
4181 B4181		1	1	Northern	
437 B437		0	5.97	Northern	New Bus route
439 B439		0	1.6	Northern	New Bus route
445 B445		0	4.06	Northern	New Bus route
449 B449		0	4.51	Northern	New Bus route
452 B452		0	3.93	Northern	New Bus route
4041 B4041		0	1.3	Northern	New Bus route
Total		33	51.39	Northern	
491 B491		6.8	6.8	Western	
427 B427		15.5	7.8	Western	Removed 1 mileage
428 B428		12.4	12.4	Western	
494 B494		1.4	1.4	Western	
6310 B434		3	3	Western	
6388 B4101		2	2	Western	
431 B431		0	1.7	Western	New bus route
Total		41.1	35.1	Western	
Total Combined		74.1	86.49	Diff	12.39 increase

Current contract price 100,000 for 74.1 miles @ \$ 1350 per per mile

New Proposed price 116,760 for 86.49 miles @ \$ 1350 per mile

# NDOT Routes 2025

NDOT Route Number	Former SJC Number	Maintained Mileage	Agency		
403	B403	3.70	Northern		
404	B404	5.20	Northern		
415	B415	13.82	Northern		
436	B436	4.60	Northern		
437	B437	5.97	Northern		
439	B439	1.60	Northern		
445	B445	4.06	Northern		
449	B449	4.51	Northern		
452	B452	3.93	Northern		
4041	B4041	1.30	Northern		
463	B463	1.70	Northern		
4181	B4181	1.00	Northern		

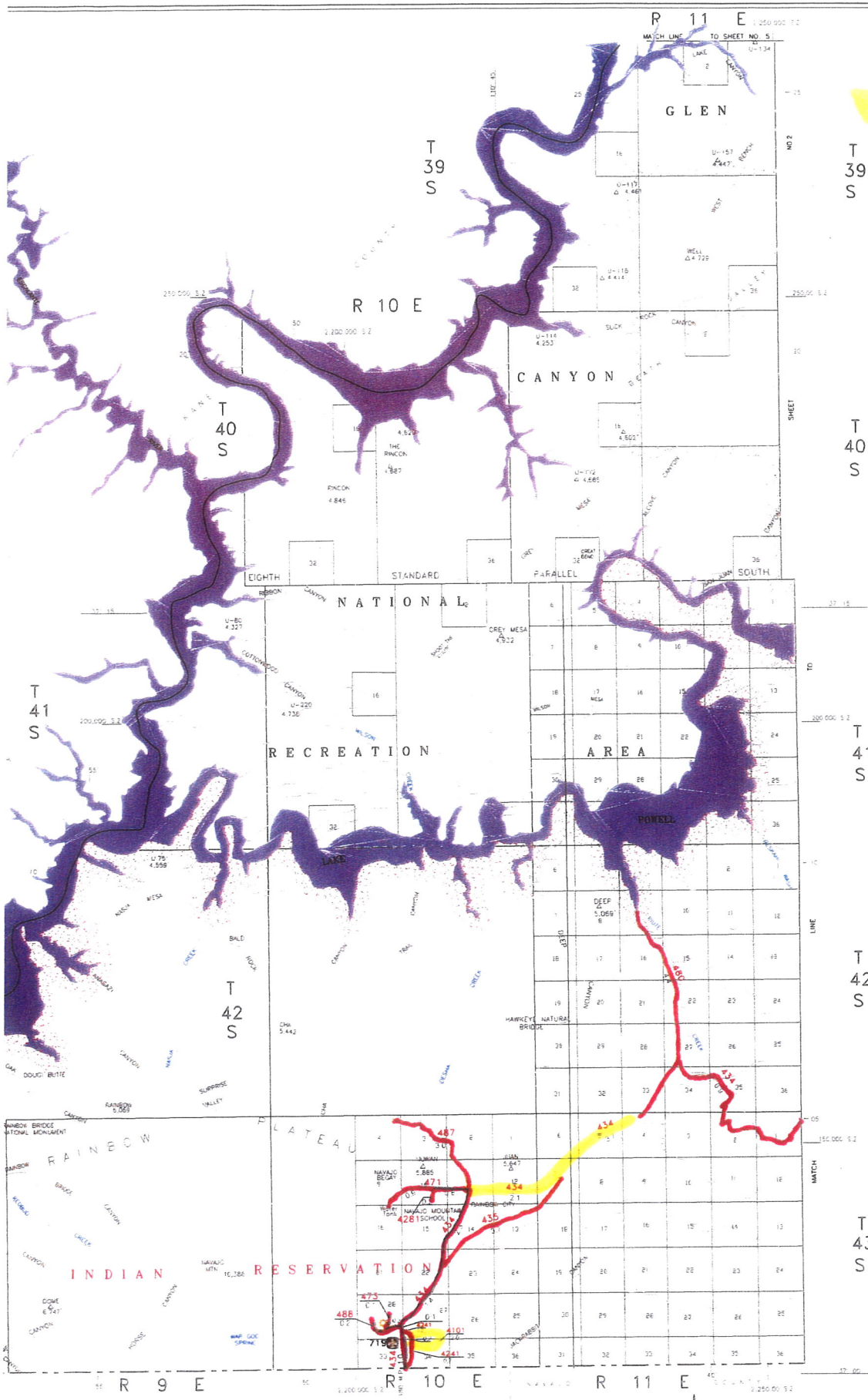
Total Mileage 51.39

NDOT Route Number	Former SJC Number	Maintained Mileage	Western		
491	B491	6.80	Western		
427	B427	7.80	Western		
428	B428	12.40	Western		
494	B494	1.40	Western		
431	B431	1.70	Western		
6310	B434	3.00	Western		
6388	B4101	2.00	Western		

Total Mileage 35.1

Navajo DOT Agreement

— No maintenance from SJC.  
Other agency maintenance.



**LEGEND**

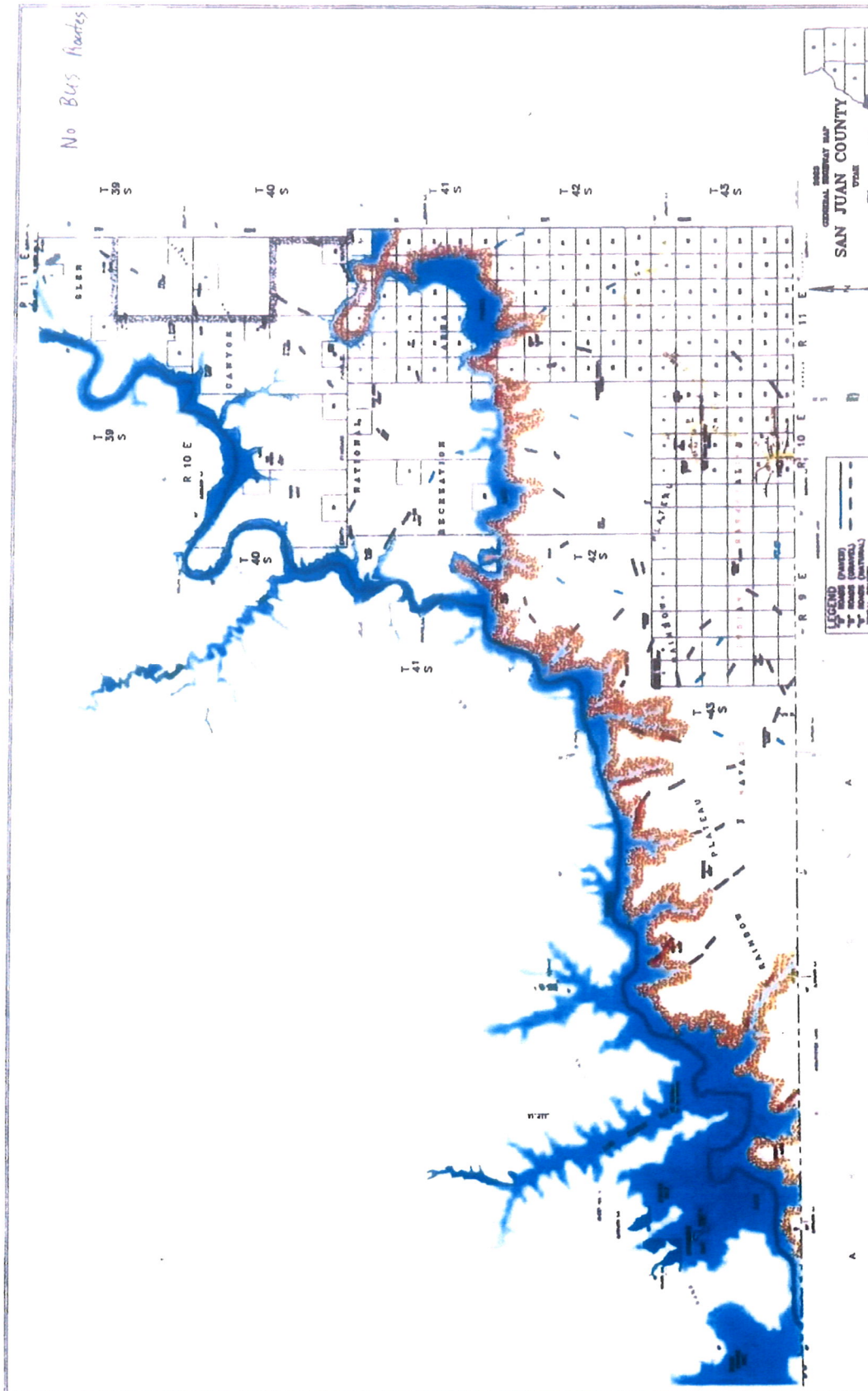
- "B" ROADS (PAVED) —————
- "B" ROADS (GRAVEL) — — — — —
- "B" ROADS (NATURAL) - - - - -
- STATE HIGHWAY —————

2017  
GENERAL HIGHWAY MAP  
**SAN JUAN COUNTY**  
UTAH

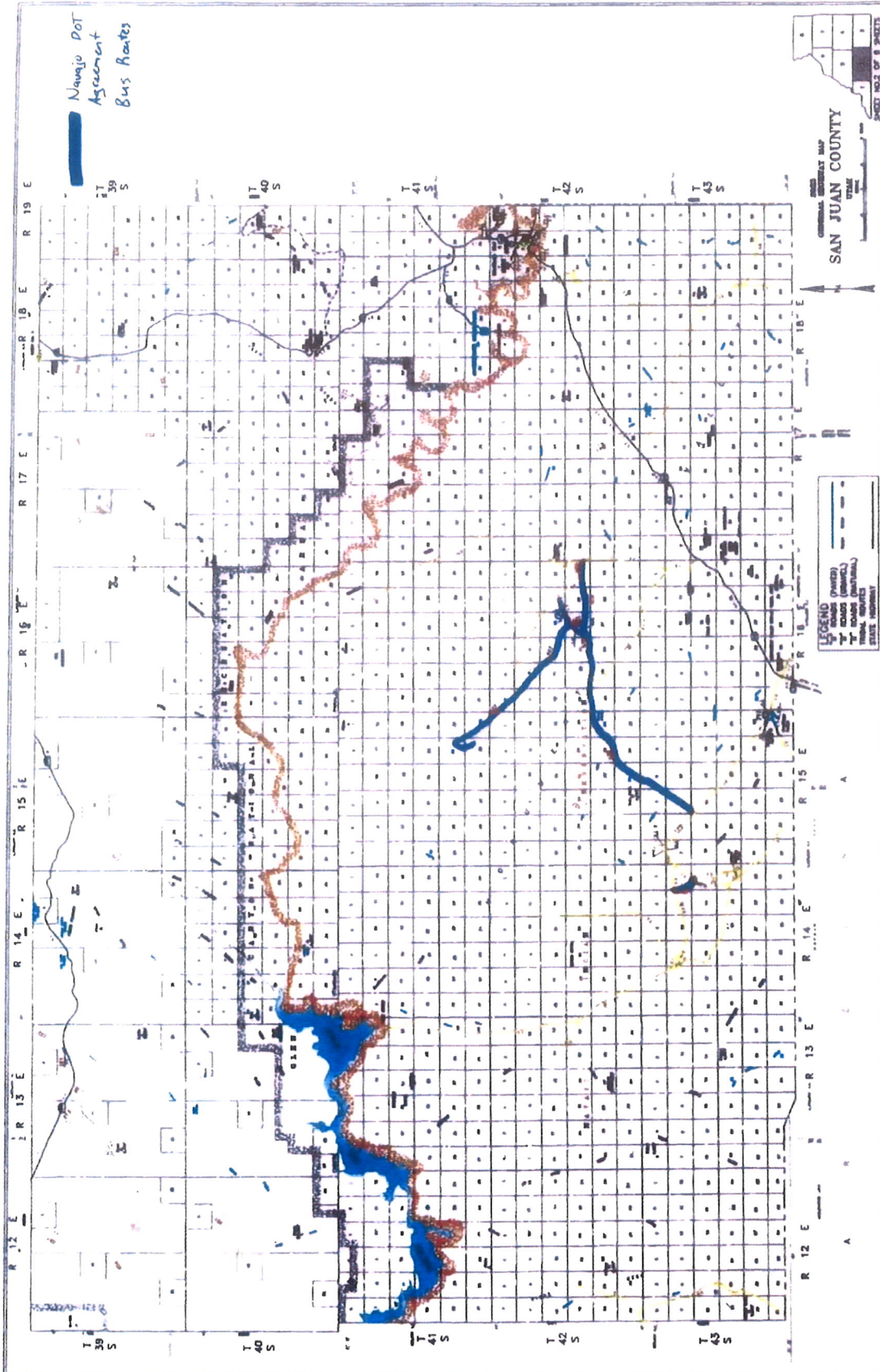
SCALE 0 2 3 MILES

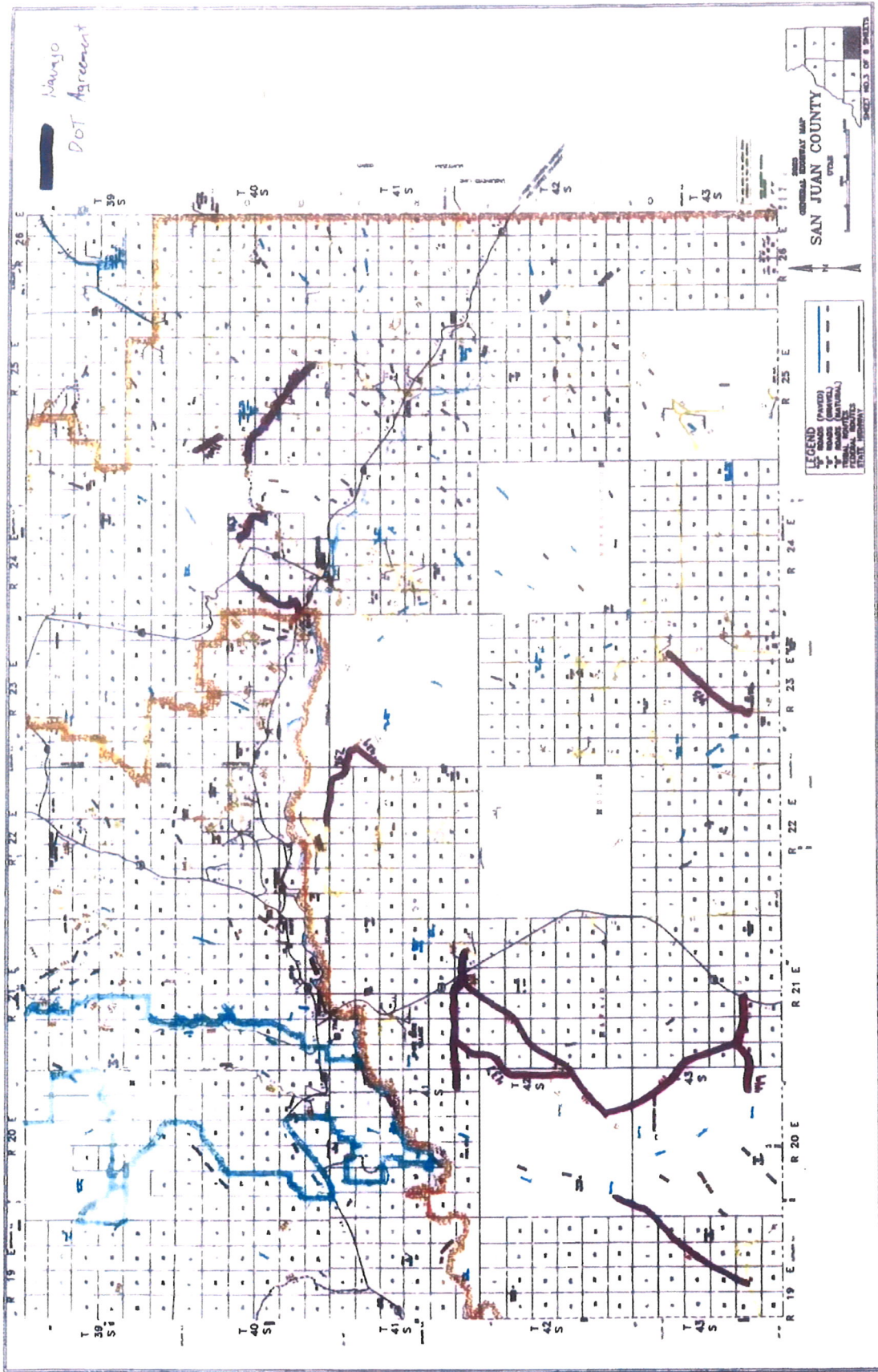
SHEET NO.1 OF 8 SHEETS

8
6 7
5 4
2 3











## STAFF REPORT

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**MEETING DATE:** September 12, 2025

**ITEM TITLE, PRESENTER:** Consideration and Approval of the Renewal Cooperative Agreement Changes between the Utah Department of Public Safety and San Juan County Sheriff's Office for the 24/7 Sobriety Program. Brian Spillman, Sergeant with Utah Highway Patrol, Statewide Coordinator for 24/7 Sobriety Program

**RECOMMENDATION:** To Approve Contract Renewal

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### SUMMARY

The testing is done through the Sheriff's office and has been operating in San Juan County for the last 3 years. This is simply a renewal of the original agreement. The only change is that the County will now keep the \$30 Administrative Fees that were previously retained by the State.

### HISTORY/PAST ACTION

The 24/7 program is a sobriety program for DUI offenders. The program allows a participant to retain their driving privileges and to reduce or eliminate jail time if the participant is willing to submit to testing to prove their sobriety. The offender pays to participate in the program in order to cover the required monitoring fees, the cost of equipment, and to offset the associated staffing costs.

### FISCAL IMPACT

None

**24/7 SOBRIETY PROGRAM**  
**COOPERATIVE AGREEMENT**  
**BETWEEN THE**  
**UTAH DEPARTMENT OF PUBLIC SAFETY**  
**AND**  
**SAN JUAN COUNTY SHERIFF'S OFFICE**

This agreement ("Agreement") between the Utah Department of Public Safety ("DPS") located at 4501 South 2700 West, Taylorsville, Utah, and San Juan County Sheriff's Office ("Participant") (individually "Party," collectively the "Parties") is for participation in the establishment of a 24/7 Sobriety Program with DPS.

**Purpose:** As permitted by Utah Code, DPS is permitted to establish a 24/7 sobriety program with a law enforcement agency that is able to meet the 24/7 sobriety program qualifications and requirements of Utah Code § 41-6a-515.5. This Agreement sets forth the authorities, duties and responsibilities of each Party to enter into a cooperative agreement to establish a 24/7 Sobriety Program and carry out all necessary actions and duties.

**Authority:** The Parties acknowledge that each has statutory authority to enter into and undertake certain activities described herein, as set forth in Utah Code § 11-13-201 et seq. and Utah Code § 41-6a-515.5.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and the joint and mutual benefits and responsibilities flowing to each party as outlined in this Agreement, the Parties agree as follows:

1. DPS agrees to provide to Participant or the designated entities who will perform enrollment, testing and reporting activities under the 24/7 Sobriety Program:

(a) continuous electronic alcohol monitoring devices, and associated supplies as determined by DPS; and

(b) a web-based enrollment and reporting system.

2. DPS agrees to provide Participant:

(a) access to the web-based enrollment and reporting system information for authorized government and law enforcement use;

(b) training on equipment provided and use of the web-based enrollment and reporting system;

(c) forms necessary for the 24/7 Sobriety Program; and

(d) assistance in working with local judges, clerks of court, state's attorneys, court service officers, defense attorneys, and state agencies in the implementation of the 24/7 Sobriety Program.



3. DPS agrees to pay third-party contractor costs associated with continuous electronic alcohol monitoring testing and licensing fees.

4. Participant agrees to:

(a) safeguard the supplies and equipment provided to Participant from DPS; return any damaged equipment to DPS for repair or replacement; and return all supplies and equipment to DPS within thirty (30) days of the termination of this Agreement;

(b) comply with court orders, written directives, the authorizing statutes, and administrative rules in conducting enrollment, testing, fee structure, and reporting activities;

(c) complete all 24/7 Sobriety Program forms; and

(d) collect daily fees from the participants at the time of testing. All fees shall be distributed on a monthly basis between Participant and DPS. Distribution of testing fees are outlined in Utah Administrative Code rule R714-510-6 and listed below:

	Fees collected from participant	Fees Retained by State	Fees Retained by County
Admin Fee	\$30	\$0	\$30
Daily breath test	\$4	\$2	\$2
Daily breath test / Indigent	\$2	\$0	\$2
Urine/Oral/Drug Patch	To be determined by county. Not to exceed \$20 per test	\$0	ALL
Cam Bracelet via landline	\$10	\$8.00	\$2.00
Cam Bracelet via wireless base station	\$10	\$8.00	\$2.00
Remote Breath	\$10	\$8.00	\$2.00

(e) require designated entity or entities to comply with the terms and conditions of this Agreement in the event Participant designates one or more entities to perform enrollment, testing, and reporting functions under the 24/7 Sobriety Program; DPS shall assume no liability for the actions or omissions, whether negligent or intentional, of any such designee.

(f) cooperate with and assist other Participant agencies in testing individuals placed in the 24/7 Sobriety Program;

(g) promptly report to the appropriate entity all individuals who violate the conditions of the 24/7 Sobriety Program and, if authorized, take into custody violators of the 24/7 Sobriety Program from other jurisdictions and hold such violators until the original participating law enforcement agency or appropriate governmental agency can respond to such notice of violation, or as directed by a court order. Participant may take violators into custody only if authorized pursuant to the terms of the order or directive placing the person in the 24/7 Sobriety Program; and

(h) promptly respond if notified by another participating agency that an enrollee, while at a site other than the enrollee's home site, has failed the testing procedures, or violated bond, sentence, or probation/parole conditions, or violated work permit or child placement orders;

5. Participant further agrees to:

a) limit access and disclosure to all information maintained on the web-based enrollment and reporting system and information disclosed by other Participants concerning individuals placed in the 24/7 Sobriety Program to authorized personnel and use such information for authorized governmental and law enforcement purposes only; and

b) fully cooperate with DPS and other Participants in implementing the 24/7 Sobriety Program.

6. The Parties agree that no interlocal or other specific entity is being created to implement this Agreement, and that the cooperative undertaking herein described shall be administered by DPS and the persons identified by Participants as their authorized designees.

7. This Agreement shall depend upon the continued availability of appropriated funds and expenditure authority from the Legislature to DPS or from the applicable governing body to Participant for the purposes contemplated herein. In the event the Legislature or Participant's governing body fails to appropriate funds and grant expenditure authority for the purposes contemplated herein when such action is necessary for execution of the terms of this Agreement, this Agreement may be terminated by the applicable Party.

8. All notices or other communications hereunder shall be in writing and shall be deemed given when delivered to the Parties at the address set forth above for DPS and the address listed below for Participant. The Parties, by notice given hereunder, may designate any additional or different methods of notification and addresses to which notices and communications shall be provided.

9. This Agreement is intended to only govern the rights and interest of the Parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.

10. This Agreement may only be modified by written agreement of both Parties. It may be terminated by either Party for any reason upon sixty (60) days prior written notice given to the other Party.

11. By the signature of its representative, Participant certifies that any necessary approval of this Agreement by ordinance, resolution, or other means has been obtained by that governmental body or officer and that the representative is authorized to sign on the Participant's behalf. A copy of any authorizing resolution or ordinance is attached to this Agreement and is incorporated herein by reference.

12. This Agreement shall be valid for three (3) years from the date of the execution of the last signature to this Agreement. It may be renewed by written agreement of both Parties.

13. The Parties acknowledge that this Agreement will take effect upon filing a true copy of this Agreement and any attachments, with the keeper of records of each Party to this Agreement, as required by Utah Code § 11-13-209.

IN WITNESS WHEREOF, the Parties have executed this Agreement, as reflected by their respective signatures below:

\_\_\_\_\_  
 Beau Mason  
 Commissioner, Utah Department of Public Safety

Dated: \_\_\_\_\_

Approved as to form: \_\_\_\_\_  
 Marcus Yockey, Assistant Attorney General, Counsel to the Utah Department of Public Safety

**Participant representative:**

\_\_\_\_\_  
 Silvia Stubbs  
 San Juan County Commission Chair  
 117 South Main Street  
 Monticello, UT 84535

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Sheriff Lehi Lacy  
 297 South Main Street  
 Monticello, UT 84535

Dated: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
 Mitchell Maughan  
 San Juan County Attorney  
 mmaughan@sanjuancountyut.gov



## COMMISSION STAFF REPORT

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**MEETING DATE:** September 16, 2025

**ITEM TITLE, PRESENTER:** Consideration and Approval of Letter of Comment on U.S. Department of Agriculture Proposed Rule to Rescind the 2001 Roadless Rule, Nick Sandberg, Public Lands Coordinator

**RECOMMENDATION:** Approve and sign letter

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### SUMMARY

The U.S. Department of Agriculture is initiating an EIS to consider the effects of a proposed rule to rescind the 2001 Roadless Rule on U.S. Forest Service lands. The Roadless Rule prohibits new road construction and re-construction and timber harvest in Inventoried Roadless Areas except under very limited circumstances. Critics claim that these restrictions have hindered or prohibited management activities needed to maintain or restore healthy forest conditions. Due to this limited or lack of active management, some IRAs have become ripe for potential catastrophic wildfire with dense stands of timber, brush and woodland exacerbated by climate change, prolonged and frequent droughts, and insect and disease infestations. The proposed rescission of the Roadless Rule would allow local forest managers more flexibility for active management in former Inventoried Roadless Areas. In San Juan County, almost 30% of Forest Service lands are managed as Inventoried Roadless Areas. Comments on the proposal are being accepted until September 19, 2025.

### HISTORY/PAST ACTION

In 2018, Utah initiated work to petition the U.S. Department of Agriculture to amend the Roadless Rule with special provisions for Utah. San Juan County participated in this effort but the State's petition was not successful.

### FISCAL IMPACT

Unknown



## SAN JUAN COUNTY COMMISSION

Item 9.

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

September 16, 2025

Director, Ecosystem Management Coordination  
201 14<sup>th</sup> Street SW, Mailstop 1108  
Washington, D.C. 20250-1124

Re: Proposed Rule for Recission of 2001 Roadless Rule

Dear Director:

San Juan County supports the preparation of an EIS to analyze the effects of a proposed rule to rescind the 2001 Roadless Rule.

In San Juan County, Inventoried Roadless Areas encompass almost 30% of USFS lands. Some of these areas would benefit from more active forest management which is currently hindered or prohibited by Roadless Rule restrictions.

We support rescinding the Roadless Rule because it prohibits road construction that may be needed to facilitate forest management and authorized multiple uses. Its restrictions on timber harvest and management make timber and woodland management more difficult or impossible. These prohibitions and restrictions create unhealthy forest conditions which make these Inventoried Roadless Areas ripe for potential catastrophic wildfires.

The "one size fits all" approach to Inventoried Roadless Area management is not appropriate as it limits discretionary actions local forest managers may need to effectively manage forest health and reduce the potential for wildfire. Forest conditions of the past decades since implementation of the Roadless Rule are expected to continue including the effects of climate change, local droughts and resultant insect and disease infestations. These conditions will need appropriate actions to maintain or restore healthy forest conditions. Such actions would be hindered or prohibited by the current Roadless Rule.

We support rescinding the Roadless Rule and giving local forest managers more discretion in selecting appropriate measures for healthy forest management in consultation with State and local governments.

Sincerely,

Silvia Stubbs  
Commission Chair

# Notices

Federal Register

Vol. 90, No. 166

Friday, August 29, 2025

This section of the FEDERAL REGISTER contains documents other than rules or proposed rules that are applicable to the public. Notices of hearings and investigations, committee meetings, agency decisions and rulings, delegations of authority, filing of petitions and applications and agency statements of organization and functions are examples of documents appearing in this section.

## DEPARTMENT OF AGRICULTURE

### Farm Service Agency

[Docket ID: FSA–2025–0037]

#### Information Collection Request; Food Safety Certification for Specialty Crops (FSCSC) Program

**AGENCY:** Farm Service Agency, USDA.

**ACTION:** Notice; request for comments.

**SUMMARY:** In accordance with the Paperwork Reduction Act requirement, the Farm Service Agency (FSA) is requesting comments from all interested individuals and organizations on an extension with a revision of a currently approved information collection request associated with the Food Safety Certification for Specialty Crops (FSCSC) program.

**DATES:** We will consider comments that we receive by October 28, 2025.

**ADDRESSES:** We invite you to submit comments on the information collection request. You may submit comments, identified by Docket ID: FSA–2025–0037, by following this method: *federal eRulemaking Portal*: Go to <http://www.regulations.gov>. Follow the online instructions for submitting comments.

**FOR FURTHER INFORMATION CONTACT:** Jamie Garriott, telephone: (202) 253–9843; email: [jamie.garriott@usda.gov](mailto:jamie.garriott@usda.gov). Persons with disabilities who require alternative means for communication should contact the USDA’s TARGET Center at (202) 720–2600 (Voice) (voice and text telephone (TTY mode)) or dial 711 for Telecommunications Relay Service (both voice and text telephone users can initiate this call from any telephone).

#### SUPPLEMENTARY INFORMATION:

#### Description of Information Collection Request

*Title:* Food Safety Certification for Specialty Crops (FSCSC) Program.  
*OMB Control Number:* 0560–0311.

*Expiration Date:* 12/31/2025.

*Type of Request:* Extension with revision.

*Abstract:* To apply for the Food Safety Certification for Specialty Crops (FSCSC) program, a producer submits FSA–888–1 (Food Safety Certification for Specialty Crops Program (FSCSC) for Program Years 2024 and 2025). The form is manual. The information submitted by applicants is used by FSA to determine eligibility and issue FSCSC payments to eligible applicants. Information that the producer is required to provide on this form is the applicant’s name, address, phone number, email, and all certification information and expenses. The applicant must also certify to being either a small or medium size business.

The producer must sign FSA–888–1 agreeing to the rules and regulations of the FSCSC program and that all information is true and correct.

There is a reduction in the number of respondents and burden hours since the last OMB submission. The estimated number of respondents and burden hours have been updated to reflect a reduction in applicants based on prior year program participation. The burden hours have also been reduced because CCC–860, Socially Disadvantaged, Limited Resource, Beginning and Veteran Farmer or Rancher Certification, is not used for FSCSC for the 2024 and 2025 program years.

For the following estimated total annual burden on respondents, the formula used to calculate the total burden hour is the estimated average time per responses hours multiplied by the estimated total annual responses.

*Estimate of Annual Burden:* Public reporting burden for the collection of information is estimated to average 1 hour and 15 minutes per response.

*Respondents:* Producers.

*Estimated Number of Respondents:* 2,500.

*Estimated Number of Responses per Respondent:* 1.4.

*Estimated Total Annual Responses:* 3,500.

*Estimated Average Time per Response:* 1 hour 3.6 minutes (1.06 hours).

*Estimated Total Annual Burden Hours:* 2,650 hours.

We are requesting comments on all aspects of this information collection to help us:

(1) Evaluate whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility;

(2) Evaluate the accuracy of the agency’s estimate of the burden of the collection of information including the validity of the methodology and assumptions used;

(3) Evaluate the quality, utility, and clarity of the information technology; and

(4) Minimize the burden of the information collection on those who respond through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology.

All comments received in response to this notice, including names and addresses where provided, will be made a matter of public record. Comments will be summarized and included in the request for OMB approval of the information collection.

**William Beam,**

*Administrator, Farm Service Agency.*

[FR Doc. 2025–16647 Filed 8–28–25; 8:45 am]

**BILLING CODE 3411–E2–P**

## DEPARTMENT OF AGRICULTURE

### Forest Service

#### Special Areas; Roadless Area Conservation; National Forest System Lands

**AGENCY:** Forest Service, Agriculture (USDA).

**ACTION:** Notice of intent to prepare an environmental impact statement.

**SUMMARY:** The U.S. Department of Agriculture is initiating an environmental impact statement (EIS) and rulemaking concerning management of inventoried roadless areas on approximately 44.7 million acres of National Forest System lands, including in Alaska. The proposed rule would rescind the 2001 Roadless Area Conservation Rule (2001 Roadless Rule) (66 FR 3244, 36 CFR Subpart B (2001)), which prohibits road construction, road reconstruction, and timber harvesting in inventoried roadless areas, with limited exceptions. State-specific roadless rules for Idaho and Colorado at 36 CFR 294

Subparts C and D will be retained and are excluded from this notice. Rescinding the 2001 Roadless Rule is intended to return decision making for road construction, road reconstruction, and timber harvesting in inventoried roadless areas to local officials, in conjunction with Forest-level land management planning. As directed by *Executive Order 14153: Unleashing Alaska's Extraordinary Resource Potential*, the proposed rule will expressly exclude the Tongass National Forest from the 2001 Roadless Rule. The EIS will evaluate the impacts of the proposed rule rescission and study alternatives for roadless area conservation on National Forest System lands, including the Tongass National Forest, in the context of multiple use resource management. USDA invites written comments on alternatives or effects and on relevant information, studies, or analyses with respect to the proposal.

**DATES:** Comments must be received in writing by September 19, 2025. The proposed rule, accompanied by a draft EIS, is expected by March 2026, along with a request for additional public comment. The final rule, EIS, and record of decision are expected to be released in late 2026.

**ADDRESSES:** Additional information, including the eventual publication of the EIS and record of decision, can be found on the following website: <https://www.fs.usda.gov/managing-land/planning/roadless>. Comments must be submitted via one of the following methods:

- *Electronically (preferred):* Through the Federal eRulemaking Portal, <https://www.regulations.gov>, identified by docket number FS-2025-0001. Follow the instructions for submitting comments.
- *Mail:* Hardcopy letters must be submitted to the Director, Ecosystem Management Coordination, 201 14th Street SW, Mailstop 1108, Washington, DC 20250-1124.

**FOR FURTHER INFORMATION CONTACT:** Brad Kinder, Acting Director, Ecosystem Management Coordination, at the following phone number: 202-205-0650. Individuals who are deaf, hard of hearing, or have a speech disability may call 711 to reach the Telecommunications Relay Service then provide the phone number of the person named as a point of contact for further information.

**SUPPLEMENTARY INFORMATION:**

**Background**

*Current Status of Inventoried Roadless Areas*

Today, inventoried roadless areas total approximately 58.2 million acres, or about 30 percent of all National Forest System lands. The 2001 Roadless Rule applies to approximately 44.7 million acres of National Forest System lands, including about 9.3 million acres within the Tongass National Forest. The 44.7 million acres exclude approximately 9.3 million acres in Idaho and 4.2 million acres in Colorado, which are under state specific roadless rules. Current areas are reflected on national maps at the Forest Service Roadless Area website (<https://www.fs.usda.gov/managing-land/planning/roadless>).

More than 95 percent of inventoried roadless areas managed under the 2001 Roadless Rule (outside of Colorado and Idaho) are in ten Western states, including (from largest inventoried roadless area acreage to smallest): Alaska, Montana, California, Utah, Wyoming, Nevada, Washington, Oregon, New Mexico, and Arizona. Sixty-three percent are forested areas (with at least 10 percent canopy cover). Congress has included approximately 1.3 million acres (or 2.8 percent) of inventoried roadless areas managed under the 2001 Roadless Rule in the National Wilderness Preservation System.

While they are referred to as 'roadless', because of the history of their inventory and designation, there are thousands of miles of existing roads within lands designated under the 2001 Roadless Rule, including National Forest System roads as well as county, state, or other ownerships. About half of these lands are within 1 mile of a road and 31 percent are within 0.5 miles of a road (13.3 million acres).

Between 1984 and 2024, 13 percent of inventoried roadless areas (5.5 million acres) experienced high or moderate severity wildfire. The occurrence of moderate- to high-severity fire in inventoried roadless areas has increased in recent decades, especially since 2000, consistent with trends throughout the National Forest System. Currently, forty percent of lands within inventoried roadless areas have a high or very-high wildfire hazard potential, ranging from 5 percent in the Eastern Region to 60 percent in California. About 23 percent (10.2 million acres) of inventoried roadless areas managed under the 2001 Roadless Rule are within the wildland-urban interface (WUI), areas where human development intermixes with the wildland, based on the definition of WUI set out in the Healthy Forests

Restoration Act of 2003 (16 U.S.C. 6511(16)). An additional 4.8 million acres are within one mile of the WUI, totaling about 35 percent of these inventoried roadless area acres.

The 2001 Roadless Rule Final EIS predicted that extensive fire reduction work would not be needed within inventoried roadless areas for at least 20 years. In the 24 years since that analysis, the area encompassing the WUI has increased alongside increased insect and disease and wildfire activity throughout the National Forest System, including within inventoried roadless areas. Insect and disease and wildfire activity, especially within the WUI, affects important resources, neighboring infrastructure, and communities. Additional information is available at the Forest Service Roadless Area website (<https://www.fs.usda.gov/managing-land/planning/roadless>).

*Relationship of the 2001 Roadless Rule to Land Management Planning and Project-Level Decisions*

The relationship between regulations, land management plans, and national forest projects is of particular importance. A land management plan, developed under the National Forest Management Act and the Planning Rule at 36 CFR 219, provides a framework for future project analysis and decision making. All land management plans conform to existing laws and regulations and are administratively changed as needed to conform to new statutory and regulatory requirements (36 CFR 219.1(f) and 219.13(c)).

The 2001 Roadless Rule did not amend, revise, or compel amendment or revision of any land management plans (36 CFR 294.14(b) (2001); 66 FR 3273); however, the Roadless Rule's provisions supersede the plan components for inventoried roadless areas applied through individual land management plans. The Forest Service planning directives (Forest Service Handbook (FSH) 1909.12, Chapter 24, updated in 2015) require land management plans to treat inventoried roadless areas as a type of designated area, with the option to also identify these areas as unique geographic areas or management areas in the plans. Plans may also include additional plan components for inventoried roadless areas if they are compatible with the restrictions of the applicable roadless rule. Within land management plans, inventoried roadless areas currently overlap on some national forests with other management areas, such as core habitats, research natural areas, alpine areas, or areas managed for backcountry recreation where there are expected to be low

levels of development, including timber harvest and road construction. For example, 3.1 million acres managed under the 2001 Roadless Rule are also managed as recommended wilderness, and 6.5 million acres are managed as backcountry.

All site-specific project decisions must be consistent with land management plans. Any site-specific impacts on inventoried roadless areas and other resources must be analyzed, including National Environmental Policy Act compliance prior to a decision. Project decisions must comply with applicable Federal and State laws, such as the Clean Water Act, the Clean Air Act, Endangered Species Act, National Historic Preservation Act, and the Wilderness Act.

#### *2001 Roadless Rule Implementation*

Amid legal challenges to the 2001 Roadless Rule and to provide for consistent application, exceptions for specific activities in inventoried roadless areas (294.12(b) and 294.13(b)), were reviewed and authorized by the Secretary and Forest Service Chief until 2012. In 2012, certain exceptions were delegated to the applicable Regional Forester. Since 2018 all exceptions have been delegated to the Regional Forester. Approval requires review and documentation, including maps and justification. The use of exceptions has been limited, and the majority have been for forest stewardship purposes.

#### **Purpose and Need for the Proposed Action**

Given changing resource conditions and shifts in policy priorities, the Department believes that the “one-size-fits-all” approach to roadless area management under the 2001 Roadless Rule is no longer appropriate and proposes to use local land management planning processes to administer inventoried roadless areas. Rescinding the 2001 Roadless Rule would provide discretion for local land managers to tailor management, as appropriate, to local land conditions.

Under the current Administration, the USDA has refocused policies, programs, and resources on increasing rural economic opportunity, decreasing Federal regulation, and streamlining Federal government services. Specifically, this deregulatory action is proposed pursuant to Executive Order 14192, *Unleashing Prosperity Through Deregulation*, to alleviate unnecessary regulatory burdens. In Executive Order 14225, *Immediate Expansion of American Timber Production*, and Executive Order 14154, *Unleashing American Energy*, the President

declared that the United States’ national and economic security are currently threatened by our Nation’s reliance upon foreign timber, energy and mineral production, and that it is imperative for the United States to take immediate action to facilitate domestic production of these natural resources to the maximum possible extent. As such, USDA is examining regulations that pose undue burden on production of the Nation’s timber and identification, development, and use of domestic energy and mineral resources. This action is also being proposed in accordance with Executive Order 14153, *Unleashing Alaska’s Extraordinary Resource Potential*, section 3(c), which directs that the Secretary of Agriculture “shall reinstate” the 2020 Alaska Roadless Rule (85 FR 68688) which exempted the Tongass National Forest from the 2001 Roadless Rule.

As resource conditions and policies have evolved over time, it is now evident that the blanket, national approach taken in the 2001 Roadless Rule unnecessarily and adversely limits exercise of management discretion. The flexibility to respond to local land and resource conditions is paramount.

Conditions within and adjacent to National Forest System lands have dramatically changed over the twenty-four years since the 2001 Roadless Rule was published and are expected to continue to change, including the expanding wildland-urban interface; growing impacts of extreme wildfire, drought, and insect and disease infestations; and continuing deferred maintenance needs on National Forest System roads and trails. Management flexibility is needed for the Agency to achieve its multiple use conservation mission, including timber production, recreation, wildfire suppression, and fuel reduction treatments. These needs are magnified by the emphasis on domestic timber and energy production on Federal lands and deregulation policies reflected in Executive Orders 14192, 14225, 14154, as well as Secretary’s Memorandum 1078–006, *Increasing Timber Production and Designating an Emergency Situation on National Forest System Lands*. The USDA is cognizant that the President’s recent Orders have significantly changed the context in which the USDA Forest Service administers these lands for the benefits of all Americans. Local decision making and active land management benefit not only the communities that rely on national forests for jobs, natural resources, open spaces, forage, and clean water, but all citizens who utilize the multiple use attributes of national forests.

Given these national policy priorities and changing conditions, the Department has determined the 2001 Roadless Rule is no longer the best approach to managing inventoried roadless areas within the National Forest System. Managing inventoried roadless areas to maintain their roadless character through a national rule no longer facilitates the maintenance of the long-term health and productivity. A national rule adds administrative burden and does not efficiently support multiple use management of National Forest System lands. This action seeks to reinstate a reliance upon the flexibility of the local land management planning process. The proposed rule responds to the need for national forests to take swift and immediate action to reduce wildfire risk and help protect surrounding communities and infrastructure. It would allow local managers, as deemed appropriate and consistent with land management plans, to build roads and implement active forest management practices (for example, timber sales and thinning) in inventoried roadless areas. Combined with the complex social and resource issues, the litigation and legislative history surrounding inventoried roadless area conservation demonstrates that while differences in opinion seem inevitable, various active management options responding to changing local land conditions are available where needed.

Land management plans and Agency directives provide a comprehensive framework with respect to inventoried roadless area decision making. Eliminating a cumbersome national level oversight process and returning authority to the local decisionmakers provides for efficiency as well as effectiveness for resource conservation. The important resource values of inventoried roadless areas can be effectively conserved through local decision making and planning without restrictive and unnecessary national prohibitions.

#### **Preliminary Description of Proposed Action**

The USDA proposes to rescind the 2001 Roadless Area Conservation Rule (66 FR 3244, 36 CFR Subpart B (2001)) on 44.7 million acres, including the Tongass National Forest, but maintain state-specific roadless conservation rules for Idaho and Colorado (36 CFR Subparts C and D). As directed by Executive Order 14153: *Unleashing Alaska’s Extraordinary Resource Potential*, the proposed rule will expressly exclude the Tongass National Forest from the 2001 Roadless Rule. If



adopted, management of inventoried roadless areas would be governed by applicable land management plan direction.

The proposed action would rescind the prohibitions set forth in the 2001 Roadless Rule. Local land management planning, guided by public input and information on land conditions, would provide the basis for conservation of inventoried roadless areas. The proposed rule would not compel amendment or revision of any land management plan, though plans may be amended in any manner whatsoever, and are revised periodically (16 U.S.C. 1604(f)).

The proposed rescission of the 2001 Roadless Rule would not authorize any specific ground-disturbing activities or projects, nor does it propose any increase in the overall amount of timber harvested or roads constructed; require any timber harvest or road construction; or dictate when, where, or how such activities may occur in the future. These decisions are left to the local officials through site-specific analysis and evaluation of land and resource conditions and would be consistent with applicable plan provisions. The proposed rule would not alter existing regulatory requirements for environmental analysis, public engagement, or administrative review.

#### **Preliminary Description of Known Alternatives**

In addition to the proposed action, the EIS will analyze a 'no action' alternative that would retain the 2001 Roadless Rule.

#### **Preliminary List of Substantive Issues and Summary of Expected Impacts**

The EIS will evaluate the potential social, economic, and environmental programmatic effects resulting from the implementation of the alternatives described above. Substantive issues are those that meaningfully inform the consideration of reasonably foreseeable impacts of the proposed action or a decision on the alternative selected for implementation (7 CFR 1b.11). The following preliminary substantive issues are anticipated to be evaluated. The EIS will evaluate the anticipated impacts and benefits, including reasonably foreseeable impacts, related to:

- Public access to National Forest System lands, including for recreation, to facilitate subsistence or other uses, and to exercise legal rights.
- Forest health and management, including timber management, fuels management, and fire suppression.
- Soil, water and air; plant and animal communities, including

threatened, endangered, sensitive species; scenic integrity; recreation settings and opportunities; and cultural resources, traditional cultural properties, and sacred sites.

- Local and regional economies.

The level of environmental review of the identified resources for the EIS will be commensurate with the anticipated effects to each resource. Because the proposed rule does not propose to compel changes to land management plans or initiate development of specific activities within currently inventoried roadless areas, it is uncertain if there would be any future project-level decisions, and what those decisions might entail. Effects of any future actions will be considered at Forest or project-level scales where site-specific details of a specific action and the resources it affects can be meaningfully evaluated and weighed, subject to their land management plans and environmental analysis processes.

#### **Cooperating and Participating Agencies**

The USDA Forest Service is the lead agency. No Cooperating or Participating Agencies have been designated. The USDA Forest Service does not anticipate designating any Federal, State, Tribal, or local agencies as cooperating or participating agencies. These organizations are encouraged to provide input through the public comment opportunities for this notice of intent, as well as the proposed rule and draft EIS.

#### **Responsible Official**

The Responsible Official is the Secretary of Agriculture or her designee.

#### **Request for Public Comments**

Comments received on this notice of intent will guide the development of the EIS. The Agency is requesting comments on alternatives or effects and on relevant information, studies, or analyses with respect to the proposal. Follow the instructions for sending comments (see **ADDRESSES** section above).

It is important that reviewers provide their comments at such times and in such a manner that they are useful to the Agency's preparation of the EIS; therefore, comments should be provided prior to the close of the comment period and should clearly articulate the reviewer's concerns and contentions. When lengthy or complex comments are provided, they are most effective if a brief, plainly worded summary of the main points is included. Comments, including attachments and any personal information provided in your comments, will be posted to the docket unchanged. Do not submit any

information you consider to be private, Confidential Business Information (CBI), or other information, the disclosure of which is restricted by statute.

This action is not subject to the pre-decisional administrative review (objection) process of 36 CFR 218 or 219.

Tribal governments and Alaska Native Corporations will have an opportunity to be engaged during rulemaking and EIS development through various coordination and consultation events.

#### **Anticipated Permits or Other Authorizations**

No anticipated permits or other authorizations are required for this action.

**Brooke Rollins,**

*Secretary of Agriculture.*

[FR Doc. 2025-16581 Filed 8-28-25; 8:45 am]

**BILLING CODE 3411-15-P**

### **COMMISSION ON CIVIL RIGHTS**

#### **Notice of Public Business Meeting of the Alabama Advisory Committee to the U.S. Commission on Civil Rights**

**AGENCY:** U.S. Commission on Civil Rights.

**ACTION:** Notice of Business Meeting.

**SUMMARY:** Notice is hereby given, pursuant to the provisions of the rules and regulations of the U.S. Commission on Civil Rights (Commission) and the Federal Advisory Committee Act that the Alabama Advisory Committee to the U.S. Commission on Civil Rights will hold a public business meeting via Zoom at 1 p.m. CT on Thursday, September 11, 2025. The purpose of this meeting is to discuss the Committee's upcoming briefings.

**DATES:** Thursday, September 11, 2025, at 1 p.m.–2:30 p.m. Central Time.

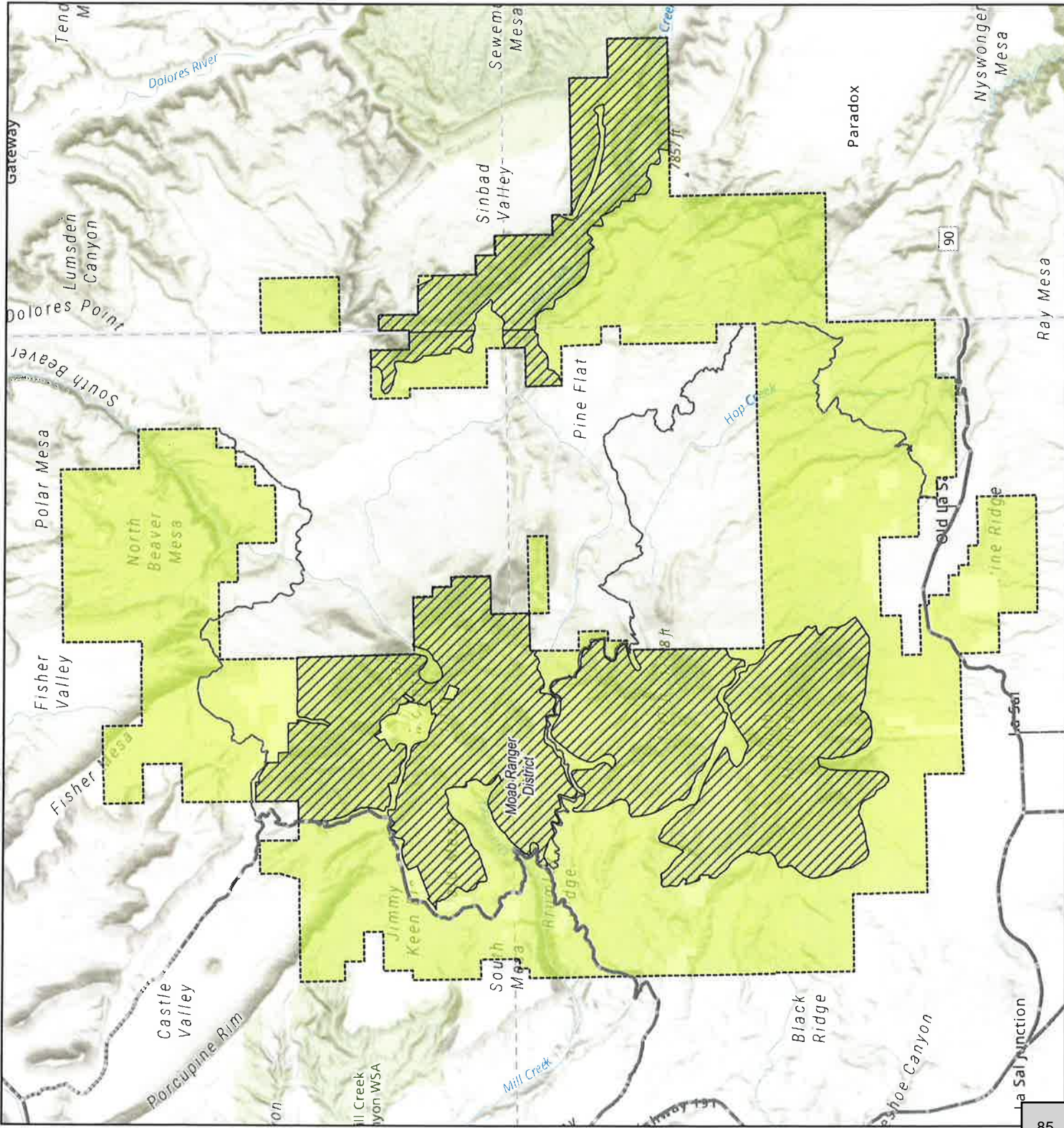
**ADDRESSES:** The meeting will be held via Zoom Webinar.

*Registration Link (Audio/Visual):*  
<https://www.zoomgov.com/j/1606714925>.

*Join by Phone (Audio Only):* 833-435-1820, Confirmation Code: 160 671 492.

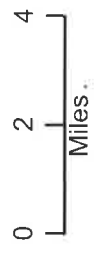
**FOR FURTHER INFORMATION CONTACT:** David Barreras, Designated Federal Officer, at [dbarreras@usccr.gov](mailto:dbarreras@usccr.gov) or (202) 656-8937.

**SUPPLEMENTARY INFORMATION:** Members of the public may listen to this discussion through the above call-in number. An open comment period will be provided to allow members of the public to make a statement as time allows. Callers can expect to incur regular charges for calls they initiate



**Moab District  
Land Use Exclusions**

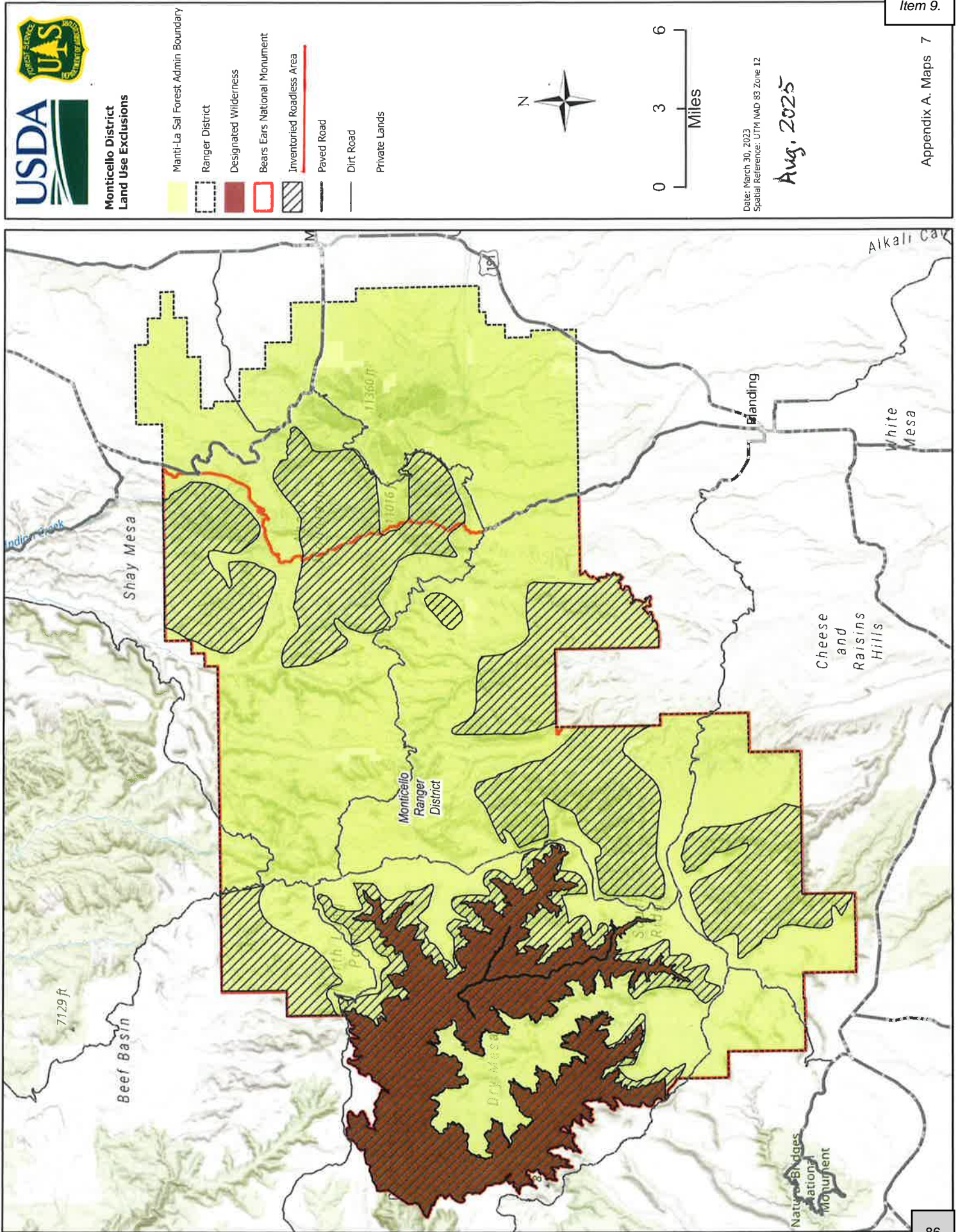
- Paved Road
- Dirt Road
- Ranger District
- Manti-La Sal Forest Admin Boundary
- Inventoried Roadless Area
- Private Lands



Date: March 30, 2023  
Spatial Reference: UTM NAD 83 Zone 12

*Aug. 2025*







## COMMISSION STAFF REPORT

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<b>MEETING DATE:</b>	September 16, 2025
<b>ITEM TITLE, PRESENTER:</b>	Memorandum of Understanding (MOU) Between the Moab Free Health Clinic & San Juan County, Presented by Talia Hansen, Economic Development Manager
<b>RECOMMENDATION:</b>	Consideration and approval of the Memorandum of Understanding (MOU) between the Moab Free Health Clinic, as the Canyonlands Volunteers in Service to America (VISTA) Project Sponsor, and San Juan County Economic Development Department, as the Project Host Subsite, for participation in the AmeriCorps VISTA program.

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### SUMMARY

San Juan County Economic Development has been awarded one AmeriCorps VISTA position for a one-year term (August 24, 2025 – August 8, 2026) through the Canyonlands VISTA project sponsored by the Moab Free Health Clinic.

The VISTA member will work under the supervision of the San Juan County Economic Development Department and will support countywide initiatives related to business development, workforce development, community development, and infrastructure capacity building.

The Moab Free Health Clinic, as the Project Sponsor, will serve as the fiscal agent, administrator, and liaison with AmeriCorps, while San Juan County will serve as the host site responsible for supervision, work planning, and reporting

### HISTORY/PAST ACTION

- The San Juan County Economic Development Department has been seeking solutions to increase staff capacity without directly impacting the county budget or operating solely within its current limited resources.
- A core strategy has been to leverage grant funding as a means of developing infrastructure, streamlining departmental work, and creating systems that allow for easier management in the areas of workforce and business development support.
- In 2025, the department applied for a VISTA placement through the Canyonlands VISTA Project as part of this strategy.
- The application was approved, and a formal Memorandum of Understanding (MOU) was executed with the Moab Free Health Clinic (signed September 4, 2025).

- This represents the first AmeriCorps VISTA placement within the San Juan County Economic Development Department.

**FISCAL IMPACT**

The MOU requires San Juan County, as the host site, to provide a cost-share contribution of \$8,500 toward the VISTA member's service year.

This obligation is fully covered by grant funding secured by San Juan County Economic Development and therefore does not require additional county general fund resources. Payment is due to the Moab Free Health Clinic by October 15, 2025, as outlined in the agreement

Memorandum of Understanding (MOU) Between the Moab Free Health Clinic  
& San Juan County Economic Development Department

This Memorandum of Understanding (MOU) establishes a collaborative partnership between the above entities from August 24, 2025 through August 8, 2026.

This document defines the responsibilities of Moab Free Health Clinic as the Canyonlands Volunteers in Service to America (VISTA) Project Sponsor and San Juan County Economic Development Department as the Project Host Subsite with respect to the assignment of one AmeriCorps VISTA member to perform services as referred to in the VISTA Assignment Description in eGrants.

Community needs and project-related tasks are outlined in the Performance Measures section of the Project 2024 Continuation. The obligations of the parties hereto are subject to and governed by the terms and conditions of the Memorandum of Agreement between the Corporation for National & Community Service (CNCS) and Moab Free Health Clinic/Canyonlands VISTA Project; CNCS Project Number 15VSPUT002, which is incorporated herein by reference, and federal laws and regulations and CNCS policies applicable to the project, or which may become applicable to it subsequent to the execution of this Memorandum of Understanding (MOU).

1. As the Canyonlands VISTA Project Sponsor, Moab Free Health Clinic will:

- a. Serve as the Fiscal Agent and overall administrator for the grant and provide overall supervision of the grant, provide assistance to the Project Host Sites and VISTA members in support of grant implementation, and be the liaison between Project Host Sites, VISTA members and the Corporation for National & Community Service (CNCS) Regional Mountain office, or national office as necessary.
- b. Comply with the provisions of the Memorandum of Agreement between the CNCS and Moab Free Health Clinic.
- c. Assign VISTA placements to the Project Host Site for the duration of this Memorandum of Understanding subject to the availability of funding and recruitment/training deadlines for VISTA Virtual Member Orientations (VMO) set forth by the CNCS.
- d. Assist the Project Host Site with the development of VISTA member work plans and assignment descriptions. Provide final approval of all VISTA work plans and assignment descriptions prior to VISTA candidates attending Pre-Service Orientation and beginning their term of VISTA service.
- e. Assist with the recruitment, screening, interviewing, and selection of VISTA candidates when requested by the Project Host Site.
- f. Transfer VISTA member(s) from one placement to another to comply with terms and provisions of the grant or upon the request of the VISTA member with the approval of CNCS. Project Host Sites will be given 14 days' notice.

## 2. The Project Host Subsite will:

- a. Provide a Site Supervisor to provide day-to-day supervision of the activities of the VISTA members.
- b. In the case that the project host subsite supervisor has to leave the site, the site should designate an alternative supervisor.
- c. Recruit, screen, interview, select, and submit VISTA candidates to the Project Sponsor for approval and placement at the Pre-service Orientation (PSO). The Project Sponsor will assist with candidate recruitment and selection upon request. VISTA candidate applications must be submitted to the Moab Free Health Clinic for approval by the Moab Free Health Clinic recruitment deadline, which is one week before the CNCS deadline. Final approval for all VISTA candidates to attend PSO is subject to review and selection by the Regional CNCS office.
- d. Submit a VISTA work plan for approval prior to the VISTA member's start date. This will align with member VAD and On-Site Orientation and Training (OSOT) plan to outline when tasks in the VISTA Assignment Description (VAD) will be completed.
- e. Submit a proposed budget detailing member mileage reimbursement, professional development, the project participation fee, and in-kind assistance if requesting reimbursement from the support grant.
- f. Provide the VISTA members individualized On-Site Orientation and Training at the beginning of their term of service.
- g. Use the approved VISTA work plan as the source of tasks and responsibilities for the VISTA member to empower the capacity building activities of the member.
- h. Ensure that VISTA members dedicate an average of 40 hours per week to their approved VISTA work plans and member descriptions to address the community needs identified in the approved Project Sponsor Application. Moab Free Health Clinic will track VISTA member's personal and sick leave on the Canyonlands VISTA project google sheets. Project Host Sites should use their existing policies and procedures to account for a VISTA member's actual work schedule and hours served.
- i. Schedule regular meetings (preferably weekly) with the VISTA members to discuss their projects and/or other concerns, if any.
- j. Provide adequate working space, materials, supplies, and access to a phone and computer to permit the VISTA member to perform his/her assigned duties.
- k. Ensure that the VISTA member is reimbursed for all local travel associated with the project. Mileage reimbursement should be done in accordance with the Project Host Site's existing policies and procedures.
- l. Allow the VISTA member to participate in scheduled professional development and training opportunities, site visits, conference calls, and community service projects throughout their term of

service. It is recommended that Project Host Sites budget \$750 in professional development and training funds for their VISTA member. The VISTA member will be required to attend a training identified by the Moab Free Health Clinic Project Director for the purposes of completing In-Service Training (IST) requirements as set forth by CNCS. Any mileage reimbursements for out-of-town travel to trainings requested from the Canyonlands VISTA Support Grant must be approved prior to VISTA member travel by Moab Free Health Clinic. Mileage reimbursements to trainings will be paid out at the standard federal level for 2024, which is 67 cents per mile. Mileage reimbursements must include starting and ending odometer readings, as well as starting and ending locations. VISTA members will submit mileage reimbursement requests to MFHC after successful completion of their training(s).

m. Allow the VISTA member to participate in disaster relief/emergency response efforts as directed by CNCS.

n. Allow the VISTA member to participate in Days of Service (e.g., MLK Day of Service, National Volunteer Week, Make A Difference Day) should activities be in the community where the VISTA member is serving.

o. Inform the Director of Moab Free Health Clinic of any changes in status of the VISTA and other concerns related to the VISTA Project.

p. The Project Host Site agrees to provide project updates via either quarterly or biannual Project Progress Reports (PPR) with VISTA member input per the Canyonlands Project Program Officer.

q. The Project Host Site agrees to make a payment in the amount of \$8,500 to the Moab Free Health Clinic no later than October 15, 2024 for their contribution to the project cost share.

r. All cost share fees are paid for by the Moab Free Health Clinic at the beginning of the grant, therefore the cost share contribution by each Project Host Site is non-refundable regardless of whether the site recruits a VISTA or not.

### 3. Joint Responsibilities

Both parties to the Memorandum of Understanding shall:

a. Make every reasonable effort to ensure that the health and safety of the VISTA members are protected during the performance of their assigned duties. Neither the Project Sponsor nor the Project Host Site shall assign or require VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.

b. Ensure that persons selected as VISTA members are not related by blood or marriage to Project Host Site staff, Project Sponsor staff, officers or members of the Project Host Site's or the Project Sponsor Site's boards of directors, or responsible program staff at CNCS.

c. Neither the Project Sponsor nor the Project Host Site has the discretion or authority to dismiss or separate a VISTA member from service; CNCS is the sole authority that can terminate a VISTA



member's term of service. The Project Site should document any performance or behavior issues and immediately report them to Moab Free Health Clinic. The Canyonlands VISTA Project Director, hired by Moab Free Health Clinic, will report such incidents to the state CNCS office and resolve them in accordance with rules governing the grant. This is necessary to provide VISTA members due process.

#### 4. Non-Discrimination & Sexual Harassment

- a. No person with responsibilities in the operation of the project shall discriminate against any VISTA member, member of the staff of, or beneficiary of the project with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.
- b. Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As a recipient of federal financial assistance from CNCS, the Project Sponsor and Project Host Site are responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:
  - i. Acts of "quid pro quo," sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Project Sponsor or Project Host Site, their agents, or supervisory employees should have known of the acts.
  - ii. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature which have the purpose or effect of creating an intimidating, hostile, or offensive service environment.
  - iii. Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Project Sponsor or Project Host Site, their agents, or supervisory employees knew or should have known of the conduct, unless they took immediate and appropriate corrective action.

#### 5. Legal Restrictions

VISTA members should work to emphasize the mobilization of local human, financial, and material resources, the transference of skills to community residents, and the expansion of the capacity of the low-income community to solve its own problems. VISTA members should NOT perform administrative duties except for those related to the goals and objectives identified in their work plan. The Project Host Site agrees that no VISTA member assigned under this MOU shall participate in the following activities:

- a. Partisan and non-partisan political activities, including voter registration.
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.

c. Labor or anti-labor organization or related activities.

d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

The Project Host Site further agrees not to:

e. Carry out projects (related to VISTA) resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities or providing voters transportation to the polls.

f. Assign VISTA members to activities that would result in the hiring or displacement of employed workers, filling-in for absent employees or supervisors, or impairing existing contracts for services.

g. Approve the involvement of any VISTA member assigned to it in planning, initiating, participating in, or otherwise siding or assisting in any demonstrations whatsoever.

h. Accept, or permit the acceptance of, compensation from the VISTA members or from beneficiaries for the service of the VISTA members.

## 6. Modifications


This Memorandum of Understanding may be amended at any time by an agreement in writing executed by authorized representatives of the Project Sponsor and Project Host Site.

## 7. Termination

a. The Moab Free Health Clinic will use the above provisions to determine continued eligibility of Our Village Community Center to be a Project Host Site. Failure to comply with any of the roles and responsibilities as outlined in this MOU will result in responsive and corrective action to include removal of the VISTA member placed at your site. In this case, the Moab Free Health Clinic will provide 14 days' notice of termination of and/or VISTA removal/transfer from the project.

b. Any termination of the Memorandum of Agreement between Moab Free Health Clinic as the Project Sponsor and the Corporation for National & Community Service will result in the termination of all provisions of this Memorandum of Understanding.

Signatures for MEMORANDUM OF UNDERSTANDING between the Moab Free Health Clinic and San Juan County Economic Development Department.

Signature:  Date: September 4, 2025

David Olsen, Canyonlands VISTA Project Director  
Moab Free Health Clinic, Canyonlands VISTA Project Sponsor

Signature\_\_\_\_\_ Date:\_\_\_\_\_

San Juan County Commission Chair

Signature\_\_\_\_\_ Date:\_\_\_\_\_

Project Host Subsite: San Juan County Economic Development Department



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

September 16, 2025

To Whom It May Concern:

San Juan County supports KZMU Moab Public Radio's grant application to fund a Mobile Broadcasting Unit (MBU). The MBU will increase KZMU's impact in San Juan County, located in its vast 3-county listening area through their newest frequency, 90.7FM. The MBU would allow the station to connect with our community, especially in rural, remote areas of San Juan County including the Navajo Nation.

This project has the potential to help businesses, nonprofits, and individuals in San Juan County through live simulcasts of local events and through the creation of public affairs programming, relevant news, and other content that hands the mic to locals to share their stories.

The MBU would increase exposure for San Juan County businesses, nonprofits, and produce content by and for locals. Please accept this letter as a firm commitment of our support for this project and the positive social, economic, and community impacts it would bring to San Juan County.

Sincerely,

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Silvia Stubbs  
Commission Chair

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BEFORE THE UTAH STATE TAX COMMISSION

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<p>MID-AMERICA PIPELINE COMPANY, LLC</p> <p style="text-align: right;">Petitioner,</p> <p style="text-align: center;">vs.</p> <p>DAGGETT COUNTY, GRAND COUNTY, SAN JUAN COUNTY, SUMMIT COUNTY, AND UINTAH COUNTY,</p> <p style="text-align: right;">Cross-Petitioners,</p> <p style="text-align: center;">vs.</p> <p>CENTRALLY ASSESSED DIVISION OF THE UTAH STATE TAX COMMISSION,</p> <p style="text-align: right;">Respondent.</p>	<p><b>ORDER OF APPROVAL</b></p> <p>Appeal Nos. 18-1322, 19-1325, 20-1512, 21-1212, 22-1345, 23-957, 24-1584, and 25-1322</p> <p>Account No. 11682884-004-PCA</p> <p>Tax Years: 2018 through 2025</p> <p>Tax Type: Centrally Assessed Property</p> <p>Judge Jan Marshall</p>
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**STATEMENT OF THE CASE**

This matter came before the Utah State Tax Commission on Petitioner Mid-America Pipeline Company, LLC's and Cross-Petitioners Daggett County, Grand County, San Juan County, Summit County, and Uintah County's appeal of the property tax assessments on the subject property for 2018 through 2025. Petitioner, Cross-Petitioners, and Respondent have agreed that adjustments to Respondent's initial valuations for the 2018 through 2025 tax years are necessary. After making the adjustments, the parties have agreed to the following valuations:

Appeal Nos. 18-1322, 19-1325, 20-1512, 21-1212, 22-1345, 23-957, 24-1584, and 25-1322

<b>YEAR</b>	<b>ORIGINAL ASSESSED TAXABLE VALUE</b>	<b>STIPULATED TAXABLE VALUE</b>
2018	\$372,049,310	\$288,003,371
2019	\$340,301,560	\$263,427,438
2020	\$319,601,340	\$247,403,397
2021	\$328,765,300	\$254,497,219
2022	\$322,089,420	\$249,329,420
2023	\$207,182,010	\$160,379,594
2024	\$177,458,860	\$137,370,904
2025	\$190,543,700	\$147,499,878

### **ORDER**

Based on the foregoing, the Utah State Tax Commission hereby finds the market value of the subject property for tax year 2018 is \$288,003,371; for tax year 2019 is \$263,427,438; for tax year 2020 is \$247,403,397; for tax year 2021 is \$254,497,219; for tax year 2022 is \$249,329,420; for tax year 2023 is \$160,379,594; for tax year 2024 is \$137,370,904; and for tax year 2025 is \$147,499,878.

The Centrally Assessed Division has calculated final adjustments to the values apportioned to each affected tax district resulting from this order. The attached copy of that information is made part of this order by this reference. County officials are to use the information provided to adjust their tax rolls in accordance with the revised assessment and to calculate and pay any refunds in accordance with Utah law.

Jan Marshall  
Administrative Law Judge

Appeal Nos. 18-1322, 19-1325, 20-1512, 21-1212, 22-1345, 23-957, 24-1584, and 25-1322

**BY ORDER OF THE COMMISSION:**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

John L. Valentine  
Commission Chair

Rebecca L. Rockwell  
Commissioner

Jennifer N. Fresques  
Commissioner

John T. Deeds  
Commissioner

**NOTICE:** An order approving a stipulated agreement constitutes final agency action subject to judicial review pursuant to Utah Code Ann. §§59-1-601 and 63-46b-13 et.seq. Any action to enforce the agreement may be brought pursuant to Utah Code Ann. §63-46b-19

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*Attorneys for Centrally Assessed Division of the Utah State Tax Commission*

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BEFORE THE UTAH STATE TAX COMMISSION

---

<p>MID-AMERICA PIPELINE COMPANY, LLC</p> <p style="text-align: right;">Petitioner,</p> <p style="text-align: center;">vs.</p> <p>DAGGETT COUNTY, GRAND COUNTY, SAN JUAN COUNTY, SUMMIT COUNTY, AND Uintah County,</p> <p style="text-align: right;">Cross-Petitioners,</p> <p style="text-align: center;">vs.</p> <p>CENTRALLY ASSESSED DIVISION OF THE UTAH STATE TAX COMMISSION,</p> <p style="text-align: right;">Respondent.</p>	<p style="text-align: center;"><b>SETTLEMENT STIPULATION</b></p> <p>Appeal Nos. 18-1322, 19-1325, 20-1512, 21-1212, 22-1345, 23-957, 24-1584, and 25-1322</p> <p>Account No. 11682884-004-PCA</p> <p>Tax Type: Centrally Assessed Property</p> <p>Judge Jan Marshall</p>
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**SETTLEMENT STIPULATION**

The parties in the above-captioned appeals, Mid-America Pipeline Company, LLC (“Mid-America”), the Centrally Assessed Division of the Utah State Tax Commission (the “Division”), and Daggett, Grand, San Juan, Summit, and Uintah Counties (the “Counties”), by



and through their respective representatives, hereby stipulate to resolution and settlement of the above-captioned appeals as follows:

1. The above-captioned appeals are property tax appeals initiated by Mid-America's Petitions for Redetermination of its property tax valuations for 2018 through 2025 and the Counties' cross-appeals in each such appeal.

2. The parties have discussed and considered their respective positions concerning the assessed values determined by the Division for property tax years 2018, 2019, 2020, 2021, 2022, 2023, 2024, and 2025, and recognize the considerable costs and risks inherent in the potential litigation of this matter.

3. The parties mutually desire to avoid these costs and risks and fully settle and resolve the appeals for the years 2018 through 2025 without further litigation, in a fair, reasonable, and economic fashion.

4. The parties agree to resolve and settle the above-captioned appeals by stipulating to the following "Stipulated Taxable Value" for each year:

<b>YEAR</b>	<b>ORIGINAL ASSESSED TAXABLE VALUE</b>	<b>STIPULATED TAXABLE VALUE</b>
2018	\$372,049,310	\$288,003,371
2019	\$340,301,560	\$263,427,438
2020	\$319,601,340	\$247,403,397
2021	\$328,765,300	\$254,497,219
2022	\$322,089,420	\$249,329,420
2023	\$207,182,010	\$160,379,594
2024	\$177,458,860	\$137,370,904
2025	\$190,543,700	\$147,499,878

5. The impact of the proposed changes to the assessed values is set forth in the County Breakout Reports for 2018, 2019, 2020, 2021, 2022, 2023, 2024, and 2025, attached as Exhibits A through H.

6. The parties further stipulate that each “Stipulated Taxable Value” falls within a reasonable range of the fair market values of Mid-America’s taxable property under Utah law for the respective property tax years at issue.

7. The Counties agree to pay the refunds and statutory interest that result from the above valuation reductions. Each County agrees to use its best efforts to pay the refunds and interest amounts by the end of calendar year 2025, but are not required to do so within that time frame, however interest will still accrue until paid.

8. The parties understand that this Stipulation is subject to approval by the Utah State Tax Commission and shall become final and conclusive between the parties upon approval by the Utah State Tax Commission, as evidenced by a written order executed by the Tax Commissioners.

9. Should the Tax Commission decline to approve this Stipulation, it shall be null and void and shall not be admissible as evidence against any party in any future proceedings.

10. The parties further stipulate that Mid-America’s above-captioned 2018 through 2025 Utah property tax appeals and the Counties’ cross-appeals shall be resolved and closed when the Tax Commission’s Order of Approval becomes final.

11. This Stipulation shall be binding on the parties and shall constitute full resolution of Mid-America’s appeals and the Counties’ cross-appeals.

DATED this \_\_\_\_\_ day of September, 2025.

**MID-AMERICA PIPELINE COMPANY, LLC**

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DAVID J. CRAPO

*Attorney for Mid-America Pipeline Company, LLC*

**DAGGETT COUNTY, GRAND COUNTY,  
SAN JUAN COUNTY, SUMMIT COUNTY, and  
UINTAH COUNTY**

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THOMAS W. PETERS

*Attorney for Daggett County, Grand County, San  
Juan County, Summit County, and Uintah County*

**CENTRALLY ASSESSED DIVISION OF THE  
UTAH STATE TAX COMMISSION**

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MARK E. WAINWRIGHT

AARON M. WAITE

EDWARD T. VASQUEZ

Assistant Utah Attorneys General

*Attorneys for the Centrally Assessed Division of the  
Utah State Tax Commission*

# Exhibit A

## 2018



Utah State Tax Commission  
Property Tax Division - Centrally Assessed  
**2018 Revised Notice of Valuation**  
**County Breakout Report**

Item 12.

**Taxpayer:** MID AMERICA PIPELINE CO  
**Appeal Number:** 18-1322 & 18-1322

**Taxpayer Number:** 11682884-004-PCA  
**Industry:** Liquid Pipeline

County	Tax Area	Original Valuation	Revised Valuation	Change in Valuation
Daggett				
	001-0000	\$17,560,363	\$13,593,477	-\$3,966,886
<b>Daggett County Total</b>		<b>\$17,560,363</b>	<b>\$13,593,477</b>	<b>-\$3,966,886</b>
Grand				
	001-0000	\$469,532	\$363,465	-\$106,067
	002-0000	\$4,666,447	\$3,612,297	-\$1,054,150
	003-0000	\$3,033,951	\$2,348,581	-\$685,370
	004-0000	\$185,204,683	\$143,366,944	-\$41,837,739
<b>Grand County Total</b>		<b>\$193,374,613</b>	<b>\$149,691,287</b>	<b>-\$43,683,326</b>
San Juan				
	001-0000	\$70,245,106	\$54,376,736	-\$15,868,370
	002-0000	\$834,126	\$645,697	-\$188,429
<b>San Juan County Total</b>		<b>\$71,079,232</b>	<b>\$55,022,433</b>	<b>-\$16,056,799</b>
Summit				
	024-0000	\$1,072,132	\$829,937	-\$242,195
<b>Summit County Total</b>		<b>\$1,072,132</b>	<b>\$829,937</b>	<b>-\$242,195</b>
Uintah				
	001-0000	\$74,498,672	\$57,669,423	-\$16,829,249
	005-0000	\$14,464,298	\$11,196,814	-\$3,267,484
<b>Uintah County Total</b>		<b>\$88,962,970</b>	<b>\$68,866,237</b>	<b>-\$20,096,733</b>
<b>TOTAL VALUE</b>		<b>\$372,049,310</b>	<b>\$288,003,371</b>	<b>-\$84,045,939</b>

# Exhibit B

## 2019



Utah State Tax Commission  
Property Tax Division - Centrally Assessed

Item 12.

**2019 Revised Notice of Valuation  
County Breakout Report**

**Taxpayer:** MID AMERICA PIPELINE CO

**Taxpayer Number:** 11682884-004-PCA

**Appeal Number:** 19-1325 & 19-1325

**Industry:** Liquid Pipeline

County	Tax Area	Original Valuation	Revised Valuation	Change in Valuation
Daggett				
	001-0000	\$16,068,227	\$12,438,414	-\$3,629,813
<b>Daggett County Total</b>		<b>\$16,068,227</b>	<b>\$12,438,414</b>	<b>-\$3,629,813</b>
Grand				
	001-0000	\$430,716	\$333,417	-\$97,299
	002-0000	\$4,280,676	\$3,313,672	-\$967,004
	003-0000	\$2,782,577	\$2,153,993	-\$628,584
	004-0000	\$169,179,057	\$130,961,508	-\$38,217,549
<b>Grand County Total</b>		<b>\$176,673,026</b>	<b>\$136,762,590</b>	<b>-\$39,910,436</b>
San Juan				
	001-0000	\$64,299,992	\$49,774,624	-\$14,525,368
	002-0000	\$766,766	\$593,554	-\$173,212
<b>San Juan County Total</b>		<b>\$65,066,758</b>	<b>\$50,368,178</b>	<b>-\$14,698,580</b>
Summit				
	024-0000	\$976,815	\$756,152	-\$220,663
<b>Summit County Total</b>		<b>\$976,815</b>	<b>\$756,152</b>	<b>-\$220,663</b>
Uintah				
	001-0000	\$68,265,488	\$52,844,314	-\$15,421,174
	005-0000	\$13,176,557	\$10,199,973	-\$2,976,584
	024-0000	\$74,689	\$57,817	-\$16,872
<b>Uintah County Total</b>		<b>\$81,516,734</b>	<b>\$63,102,104</b>	<b>-\$18,414,630</b>
<b>TOTAL VALUE</b>		<b>\$340,301,560</b>	<b>\$263,427,438</b>	<b>-\$76,874,122</b>

# Exhibit C

## 2020





Utah State Tax Commission  
Property Tax Division - Centrally Assessed  
**2020 Revised Notice of Valuation**  
**County Breakout Report**

Item 12.

**Taxpayer:** MID AMERICA PIPELINE CO

**Taxpayer Number:** 11682884-004-PCA

**Appeal Number:** 20-1512 & 20-1512

**Industry:** Liquid Pipeline

County	Tax Area	Original Valuation	Revised Valuation	Change in Valuation
Daggett				
	001-0000	\$15,008,421	\$11,618,019	-\$3,390,402
<b>Daggett County Total</b>		<b>\$15,008,421</b>	<b>\$11,618,019</b>	<b>-\$3,390,402</b>
Grand				
	001-0000	\$402,648	\$311,690	-\$90,958
	002-0000	\$4,001,717	\$3,097,729	-\$903,988
	003-0000	\$2,601,070	\$2,013,488	-\$587,582
	004-0000	\$157,993,187	\$122,302,526	-\$35,690,661
<b>Grand County Total</b>		<b>\$164,998,622</b>	<b>\$127,725,433</b>	<b>-\$37,273,189</b>
San Juan				
	001-0000	\$60,084,189	\$46,511,170	-\$13,573,019
	002-0000	\$717,300	\$555,262	-\$162,038
<b>San Juan County Total</b>		<b>\$60,801,489</b>	<b>\$47,066,432</b>	<b>-\$13,735,057</b>
Summit				
	024-0000	\$911,060	\$705,252	-\$205,808
<b>Summit County Total</b>		<b>\$911,060</b>	<b>\$705,252</b>	<b>-\$205,808</b>
Uintah				
	001-0000	\$64,300,597	\$49,775,093	-\$14,525,504
	005-0000	\$13,280,488	\$10,280,425	-\$3,000,063
	024-0000	\$300,663	\$232,743	-\$67,920
<b>Uintah County Total</b>		<b>\$77,881,748</b>	<b>\$60,288,261</b>	<b>-\$17,593,487</b>
<b>TOTAL VALUE</b>		<b>\$319,601,340</b>	<b>\$247,403,397</b>	<b>-\$72,197,943</b>

# Exhibit D

## 2021



Utah State Tax Commission  
Property Tax Division - Centrally Assessed

Item 12.

**2021 Revised Notice of Valuation  
County Breakout Report**

**Taxpayer:** MID AMERICA PIPELINE CO

**Taxpayer Number:** 11682884-004-PCA

**Appeal Number:** 21-1212 & 21-1212

**Industry:** Liquid Pipeline

County	Tax Area	Original Valuation	Revised Valuation	Change in Valuation
Daggett				
	001-0000	\$15,414,835	\$11,932,624	-\$3,482,211
<b>Daggett County Total</b>		<b>\$15,414,835</b>	<b>\$11,932,624</b>	<b>-\$3,482,211</b>
Grand				
	001-0000	\$413,423	\$320,031	-\$93,392
	002-0000	\$4,108,802	\$3,180,623	-\$928,179
	003-0000	\$2,670,740	\$2,067,420	-\$603,320
	004-0000	\$162,338,162	\$125,665,971	-\$36,672,191
<b>Grand County Total</b>		<b>\$169,531,127</b>	<b>\$131,234,045</b>	<b>-\$38,297,082</b>
San Juan				
	001-0000	\$61,711,401	\$47,770,796	-\$13,940,605
	002-0000	\$736,306	\$569,974	-\$166,332
<b>San Juan County Total</b>		<b>\$62,447,707</b>	<b>\$48,340,770</b>	<b>-\$14,106,937</b>
Summit				
	024-0000	\$936,233	\$724,738	-\$211,495
<b>Summit County Total</b>		<b>\$936,233</b>	<b>\$724,738</b>	<b>-\$211,495</b>
Uintah				
	001-0000	\$66,221,732	\$51,262,243	-\$14,959,489
	005-0000	\$13,904,662	\$10,763,599	-\$3,141,063
	024-0000	\$309,004	\$239,200	-\$69,804
<b>Uintah County Total</b>		<b>\$80,435,398</b>	<b>\$62,265,042</b>	<b>-\$18,170,356</b>
<b>TOTAL VALUE</b>		<b>\$328,765,300</b>	<b>\$254,497,219</b>	<b>-\$74,268,081</b>

# Exhibit E

## 2022



Utah State Tax Commission  
Property Tax Division - Centrally Assessed  
**2022 Revised Notice of Valuation**  
**County Breakout Report**

Item 12.

**Taxpayer:** MID AMERICA PIPELINE CO

**Taxpayer Number:** 11682884-004-PCA

**Appeal Number:** 22-1345 & 22-1345

**Industry:** Liquid Pipeline

County	Tax Area	Original Valuation	Revised Valuation	Change in Valuation
Daggett				
	001-0000	\$15,093,189	\$11,683,637	-\$3,409,552
<b>Daggett County Total</b>		<b>\$15,093,189</b>	<b>\$11,683,637</b>	<b>-\$3,409,552</b>
Grand				
	001-0000	\$404,603	\$313,203	-\$91,400
	002-0000	\$4,021,141	\$3,112,765	-\$908,376
	003-0000	\$2,613,861	\$2,023,390	-\$590,471
	004-0000	\$159,046,416	\$123,117,832	-\$35,928,584
<b>Grand County Total</b>		<b>\$166,086,021</b>	<b>\$128,567,190</b>	<b>-\$37,518,831</b>
San Juan				
	001-0000	\$60,470,713	\$46,810,378	-\$13,660,335
	002-0000	\$720,311	\$557,593	-\$162,718
<b>San Juan County Total</b>		<b>\$61,191,024</b>	<b>\$47,367,971</b>	<b>-\$13,823,053</b>
Summit				
	024-0000	\$917,453	\$710,200	-\$207,253
<b>Summit County Total</b>		<b>\$917,453</b>	<b>\$710,200</b>	<b>-\$207,253</b>
Uintah				
	001-0000	\$64,831,721	\$50,186,235	-\$14,645,486
	005-0000	\$13,667,156	\$10,579,746	-\$3,087,410
	024-0000	\$302,856	\$234,441	-\$68,415
<b>Uintah County Total</b>		<b>\$78,801,733</b>	<b>\$61,000,422</b>	<b>-\$17,801,311</b>
<b>TOTAL VALUE</b>		<b>\$322,089,420</b>	<b>\$249,329,420</b>	<b>-\$72,760,000</b>

# Exhibit F

## 2023



Utah State Tax Commission  
Property Tax Division - Centrally Assessed  
**2023 Revised Notice of Valuation**  
**County Breakout Report**

Item 12.

**Taxpayer:** MID AMERICA PIPELINE CO

**Taxpayer Number:** 11682884-004-PCA

**Appeal Number:** 23-957

**Industry:** Liquid Pipeline

County	Tax Area	Original Valuation	Revised Valuation	Change in Valuation
Daggett				
	001-0000	\$9,699,772	\$7,508,593	-\$2,191,179
<b>Daggett County Total</b>		<b>\$9,699,772</b>	<b>\$7,508,593</b>	<b>-\$2,191,179</b>
Grand				
	001-0000	\$260,217	\$201,434	-\$58,783
	002-0000	\$2,586,169	\$2,001,954	-\$584,215
	003-0000	\$1,681,007	\$1,301,267	-\$379,740
	004-0000	\$102,166,656	\$79,087,209	-\$23,079,447
<b>Grand County Total</b>		<b>\$106,694,049</b>	<b>\$82,591,864</b>	<b>-\$24,102,185</b>
San Juan				
	001-0000	\$38,925,311	\$30,132,082	-\$8,793,229
	002-0000	\$463,244	\$358,597	-\$104,647
<b>San Juan County Total</b>		<b>\$39,388,555</b>	<b>\$30,490,679</b>	<b>-\$8,897,876</b>
Summit				
	024-0000	\$589,282	\$456,163	-\$133,119
<b>Summit County Total</b>		<b>\$589,282</b>	<b>\$456,163</b>	<b>-\$133,119</b>
Uintah				
	001-0000	\$41,751,460	\$32,319,806	-\$9,431,654
	005-0000	\$8,781,995	\$6,798,143	-\$1,983,852
	024-0000	\$276,897	\$214,346	-\$62,551
<b>Uintah County Total</b>		<b>\$50,810,352</b>	<b>\$39,332,295</b>	<b>-\$11,478,057</b>
<b>TOTAL VALUE</b>		<b>\$207,182,010</b>	<b>\$160,379,594</b>	<b>-\$46,802,416</b>



# Exhibit G

## 2024



Utah State Tax Commission  
Property Tax Division - Centrally Assessed

Item 12.

**2024 Revised Notice of Valuation  
County Breakout Report**

**Taxpayer:** MID AMERICA PIPELINE CO

**Taxpayer Number:** 11682884-004-PCA

**Appeal Number:** 24-1584 & 24-1584

**Industry:** Liquid Pipeline

County	Tax Area	Original Valuation	Revised Valuation	Change in Valuation
Daggett				
	001-0000	\$8,317,715	\$6,438,743	-\$1,878,972
<b>Daggett County Total</b>		<b>\$8,317,715</b>	<b>\$6,438,743</b>	<b>-\$1,878,972</b>
Grand				
	001-0000	\$224,181	\$173,538	-\$50,643
	002-0000	\$2,228,009	\$1,724,702	-\$503,307
	003-0000	\$1,447,771	\$1,120,720	-\$327,051
	004-0000	\$87,310,266	\$67,586,878	-\$19,723,388
<b>Grand County Total</b>		<b>\$91,210,227</b>	<b>\$70,605,838</b>	<b>-\$20,604,389</b>
San Juan				
	001-0000	\$33,370,957	\$25,832,457	-\$7,538,500
	002-0000	\$399,093	\$308,938	-\$90,155
<b>San Juan County Total</b>		<b>\$33,770,050</b>	<b>\$26,141,395</b>	<b>-\$7,628,655</b>
Summit				
	024-0000	\$503,426	\$389,702	-\$113,724
<b>Summit County Total</b>		<b>\$503,426</b>	<b>\$389,702</b>	<b>-\$113,724</b>
Uintah				
	001-0000	\$35,895,017	\$27,786,333	-\$8,108,684
	005-0000	\$7,526,613	\$5,826,351	-\$1,700,262
	024-0000	\$235,812	\$182,542	-\$53,270
<b>Uintah County Total</b>		<b>\$43,657,442</b>	<b>\$33,795,226</b>	<b>-\$9,862,216</b>
<b>TOTAL VALUE</b>		<b>\$177,458,860</b>	<b>\$137,370,904</b>	<b>-\$40,087,956</b>

# Exhibit H

## 2025



Utah State Tax Commission  
Property Tax Division - Centrally Assessed  
**2025 Revised Notice of Valuation**  
**County Breakout Report**

Item 12.

**Taxpayer:** MID AMERICA PIPELINE CO  
**Appeal Number:** 25-1322

**Taxpayer Number:** 11682884-004-PCA  
**Industry:** Liquid Pipeline

County	Tax Area	Original Valuation	Revised Valuation	Change in Valuation
Daggett				
	001-0000	\$9,007,818	\$6,972,952	-\$2,034,866
<b>Daggett County Total</b>		<b>\$9,007,818</b>	<b>\$6,972,952</b>	<b>-\$2,034,866</b>
Grand				
	001-0000	\$246,635	\$190,921	-\$55,714
	002-0000	\$2,451,177	\$1,897,456	-\$553,721
	003-0000	\$1,590,676	\$1,231,343	-\$359,333
	004-0000	\$92,866,260	\$71,887,771	-\$20,978,489
<b>Grand County Total</b>		<b>\$97,154,748</b>	<b>\$75,207,491</b>	<b>-\$21,947,257</b>
San Juan				
	001-0000	\$36,175,936	\$28,003,792	-\$8,172,144
	002-0000	\$446,680	\$345,775	-\$100,905
<b>San Juan County Total</b>		<b>\$36,622,616</b>	<b>\$28,349,567</b>	<b>-\$8,273,049</b>
Summit				
	024-0000	\$527,424	\$408,279	-\$119,145
<b>Summit County Total</b>		<b>\$527,424</b>	<b>\$408,279</b>	<b>-\$119,145</b>
Uintah				
	001-0000	\$38,949,410	\$30,150,738	-\$8,798,672
	005-0000	\$8,070,675	\$6,247,509	-\$1,823,166
	024-0000	\$211,009	\$163,342	-\$47,667
<b>Uintah County Total</b>		<b>\$47,231,094</b>	<b>\$36,561,589</b>	<b>-\$10,669,505</b>
<b>TOTAL VALUE</b>		<b>\$190,543,700</b>	<b>\$147,499,878</b>	<b>-\$43,043,822</b>