



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
June 16, 2026 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

CONFLICT OF INTEREST DISCLOSURE

PUBLIC COMMENT

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

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

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

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

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

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

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

CONSENT AGENDA (Routine Matters) Lori Maughan, County Chair

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

- [1.](#) Approval of the June 2, 2026 Commission Meeting Minutes
- [2.](#) Approval of the Annual 2026 Contract with Comfort At Home Care to Purchase Alternatives In Home Care Services
- [3.](#) Approval of the Annual 2026 Contract with Comfort At Home Care to Purchase for Caregiver In Home Care Services
- [4.](#) Approval of the Annual 2026 Contract with Rocky Mountain Home health to Purchase Alternatives In Home Care Services
- [5.](#) Approval of the Annual 2026 Contract with Rocky Mountain Home Care to Purchase Caregiver In Home Care Services
- [6.](#) Approval of the 2026 Contract with Rocky Mountain Personal Care to Purchase Personal Care Services
- [7.](#) Approval of the Annual 2026 Contract with Zions Way to Purchase Alternatives In Home Care Services
- [8.](#) Approval of the Annual 2026 Contract with Zions Way to Purchase Caregiver In Home Care Services
- [9.](#) Approval of the Annual 2026 Contract with Sharmayne Clark to Purchase In Home Services for the In Home Programs
- [10.](#) Approval of the 2026 Contract with Marilyn Silas to Purchase In Home Services for the In Home Programs
- [11.](#) Approval of the Annual 2026 Contract with Edward Tapaha to Purchase Translation Services for the In Home Programs
- [12.](#) Approval of the 2026 Contract with Catherine Collins to Purchase In Home Services for the In Home Programs
- [13.](#) Approval of the Annual 2026 Contract with Shelia Knight to Purchase RN Services for the Aging Waiver Program
- [14.](#) 2026 Basic Emergency Operations Plan Approval
- [15.](#) Approval of the 2026 Emergency Mutual Aid Interlocal Cooperation Agreement Addendum A Emergency Public Alerting and IPAWS Coordination

- [16.](#) Approval of the updated Utah Wildfire Memorandum of Understanding between the Utah Division of Forestry, Fire and State Lands and San Juan County
- [17.](#) Ratification of a Letter of Support to the Bluff Community Center Playground Equipment & Sport Court Replacement

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

- [18.](#) Blanding Affordable Housing For Families Project Summary Information. Bill Knowlton, Manager Blanding Partners, LLC
- [19.](#) Recognizing Talia Hansen, Economic Development Director for her Nomination by Promise Partnership Utah

BUSINESS/ACTION

- [20.](#) Consideration and Approval of the San Juan County Health Department Tobacco Contract Between San Juan County and the State of Utah Department of Health and Human Services for Fiscal Year 2021 through Fiscal Year 2025, Amendment 11. Mike Moulton, Public Health Interim Director
- [21.](#) Consideration and Approval of the Transfer of Vehicle Titles and Letter of Support for the two fire apparatus transferred to the Moab Valley Fire Protection District. David Gallegos, San Juan County Fire Chief
- [22.](#) Consideration and Approval of a Revised Ground Ambulance License Renewal Procedure, including the Endorsement of the Associated Request for Proposal and Objectives Mandated by SB-215. Jeremy Hoggard, EMS Director
- [23.](#) Shall San Juan County, Utah, be authorized to impose a local sales and use tax of one percent (1.0%) as authorized by Utah Code Section 59-12-802, with the revenue generated from the tax to be used for the funding, operation, maintenance, equipment, staffing, capital improvements, and enhancement of emergency medical services (EMS), ambulance services in San Juan County

The tax would be imposed on taxable transactions occurring within San Juan County.
"excluded items non prepared food, fuel, prescription medications"

- [24.](#) Consideration and Approval of the Purchase 226 C3H2, Skid Steer. Todd Adair, Road Superintendent
- [25.](#) Consideration and Approval of the Purchase of a 226 C3H2, Skid Steer. Todd Adair, Road Superintendent
- [26.](#) Consideration and Approval to Upgrade 4 -938 QC Wheel Loader. Todd Adair, Road Superintendent
- [27.](#) Consideration and Approval of the State of Utah Contract with San Juan County to provide court perimeter and bailiff services at the courthouse. Sheriff Office

- [28.](#) Consideration and Approval for 2025 Fraud Risk Assessment Audit. Lyman Duncan, Clerk/Auditor
- [29.](#) Consideration and Approval of the Agreement for Legal Services between the Utah Association of Counties and San Juan County regarding a budget adjustment to be made in Midyear Services Payment. Mitchell Maughan, County Attorney
- [30.](#) Consideration and Approval of the 2026 Water and Waste System Agreement between the State of Utah and San Juan County for La Sal. Lori Maughan, Commission Chair
- [31.](#) Consideration and Approval of the Special Use Agreement No 2089 between the Utah School and Institutional Trust Lands Administration and San Juan County for the Springs Parking Lot. Lori Maughan, County Chair

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**



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
June 02, 2026, at 11:00 AM

MINUTES

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

AUDIO: <https://www.utah.gov/pmn/files/1442203.MP3>

VIDEO: https://www.youtube.com/watch?v=6bZOpY2_uYk

CALL TO ORDER

Time Stamp 0:00:01 (audio) & 0:01:58 (video)

Commission Chair Lori Maughan called the meeting to order at 11:00 a.m.

ROLL CALL

Time Stamp 0:00:09 (audio) & 0:02:07 (video)

Commission Chair Maughan called for attendance:

PRESENT

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

STAFF

Lyman W. Duncan, Clerk/Auditor
Jens Nielson, Deputy County Attorney
Tranner Sharpe, Human Resources
Tammy Gallegos, Aging/Emergency Services Manager
Allison Yamamoto-Sparks, Tourism Director
Mike Moulton Public Health Interim Director
Nicole Perkins, Library Director
Cindi Holyoak, Recorder
Brian Stubbs

INVOCATION

Time Stamp 0:00:22 (audio) & 0:02:20 (video)

Derryl Jack, resident of Monticello, offered the invocation.

PLEDGE OF ALLEGIANCE

Time Stamp 0:01:45 (audio) & 0:03:43 (video)

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

CONFLICT OF INTEREST DISCLOSURE

Time Stamp 0:02:20 (audio) & 0:04:18 (video)

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

PUBLIC COMMENT

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

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

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

Time Stamp 0:02:39 (audio) & 0:04:37 (video)

Commission Chair Maughan, read the above statement for the Public Comment portion of the commission meeting. She checked the sign-up sheet and then asked for any online participants.

No one offered any public comments.

CONSENT AGENDA (Routine Matters) Lori Maughan, County Chair

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

Time Stamp 0:04:21 (audio) & 0:06:19 (video)

Commission Chair Maughan presented the Consent Agenda for the commission to review and approve:

Motion made by Commissioner Vice-Chair Harvey, Seconded by Commissioner Stubbs.

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

1. Approval of the Small Purchase of \$3,600 on Enterprise License for San Juan County Recorder's Office
2. Approval of the Check Registers for May 14 through May 22, 2026
3. Ratification of January 26, 2026, First Commission Community Development Block Grant (CDBG) Meeting Minutes
4. Ratification of May 19, 2026, Commission Community Development Block Grant (CDBG) Meeting Minutes
5. Approval of May 19, 2026, Commission Meeting Minutes
6. Approval for Two (2) Aramark Alcohol Licenses Bullfrog Boat and Go & Bullfrog Dock N' Stock. The Bullfrog marinas had to be towed over to Hall's Crossing due to decreasing water levels.
7. Ratification of a Letter of Support for Residential Anti-Displacement and Relocation Assistance Plan and Certification

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

8. Ecostrat BDO Zone Webinar. Bryan Pillipow

Time Stamp 0:46:58 (audio) & 0:48:56 (video)

Alex Wadud, VP of Strategy for Ecostrat BDO Zone Initiative, presented the Ecostrat Bio Development Opportunity (BDO) Zone Initiative study to the commission and audience. Their firm provides consulting studies for projects such as biofuel, biomass, biogas, and bio manufacturing. These studies can be used to match investment groups to the projects and also to apply for grants & loans to bring capital & manufacturing infrastructure to the county.

Talia Hansen, Economic Director, spoke about the study process on behalf of the county. She stated the county received a low rating in the study, but they are looking for small projects which can be scalable. She is working on the Wood-For-Life program, but permitting is slow and takes additional time.

9. San Juan County Walk 250 Challenge. Allison Yamamoto-Sparks, Visitor Services Director & Derryl Jack, SJC Tourism Tax Advisory Board Chair

Time Stamp 0:11:55 (audio) & 0:13:53 (video)

Allison Yamamoto-Sparks and Derryl Jack presented to the public the Utah Walk 250 Challenge, where residents are encouraged to walk 250 miles during the 250th anniversary celebration of our country, which is commemorating the Independence of the United States in 1776. He mentioned there are several prizes available to successful applicants.

Allison added to the presentation as she spoke about the Walk Utah San Juan County 250 Mile program for the area residents. She showed a T-shirt (with a graphic design of the outline of the county boundaries with symbols from the county filling the inside area of the shirt), which is one of the prizes.

10. Recognizing Tammy Gallegos' outstanding achievements for the Response of the Year for the Deer Creek Fire and the Utah Certified Emergency Manager Certificate. Tranner Sharpe, Human Resources

Time Stamp 0:24:50 (audio) & 0:26:48 (video)

Tranner Sharpe, Human Resources, recognized Tammy Gallegos' outstanding achievements for the Response of the Year for the Deer Creek Fire and for receiving the Utah Certified Emergency Manager Certificate.

BUSINESS/ACTION

11. Consideration and Approval of the Master Services and License Agreement & Statement of Work for Balcony Technology Group, INC. Cindi Holyoak, County Recorder

Time Stamp 0:26:35 (audio) & 0:28:33 (video)

Cindi Holyoak, County Recorder, presented the Master Services and License Agreement & Statement of Work with Balcony Technology Group for the commission to review and approve. The software will map land parcels, mineral rights, oil & gas, and solar farms into a point & click environment for the public to use.

Approved with recommended changes to the mediation & jurisdiction sections.

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

12. Letter of Support for San Juan County's participation in the Utah Office of Tourism Co-op Marketing Grant Application for \$215,000. Allison Yamamoto-Sparks, Tourism Director

Time Stamp 1:01:43 (audio) & 1:03:41 (video)

Allison Yamamoto-Sparks, Tourism Director, presented the Letter of Support for the Utah Office of Tourism Co-op Marketing Grant for the commission to review and approve. The county will provide \$215,000, of which the state will match 100%. The money will be used in

marketing programs designed to improve the tourist experience in the county. The Milky Way Trail experience is being co-sponsored by the Grand County & San Juan County Tourism Boards.

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

13. Consideration and Approval of a Letter of Support for Blanding's City's Marketing Grant Application. Allisson Yamamoto-Sparks, Tourism Director

Time Stamp 1:10:17 (audio) & 1:12:15 (video)

Allison Yamamoto-Sparks, Tourism Director, presented the Letter of Support for Blanding City's Marketing Grant Application for the commission to review and approve. All Tier Two Cities like Blanding need a letter of support from the county. They target specific in-city activities intended to benefit the community of Blanding.

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

14. Consideration and Approval for a State of Utah Contract between the Utah Department of Environmental Quality and San Juan County for Funding Year 2027. Mike Moulton, Public Health Interim Director

Time Stamp 1:12:48 (audio) & 1:14:46 (video)

Mike Moulton, Public Health Interim Director, presented the State of Utah Department of Environmental Quality contract for the commission to review and approve:

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

15. Consideration and Approval of a Lease Agreement Amendment between the La Sal Recreation Special Service District and San Juan County to extend the current agreement to utilize the La Sal Community Center to 2031 with all other terms remaining the same. Nicole Perkins, Library Director

Time Stamp 1:13:52 (audio) & 1:15:50 (video)

Nicole Perkins, Library Director, presented the La Sal Community Center Agreement extension to 2031 for the commission to review and approve:

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

16. CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING ORDINANCE 2020-04 ESTABLISHING THE PURCHASING POLICY WITHIN SAN JUAN COUNTY.

Tranner Sharpe, Human Resources

Time Stamp 1:16:38 (audio) & 1:18:36 (video)

Tranner Sharpe, Human Resources, presented the Ordinance Amending the Purchasing Policy for the commission to review and approve:

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

17. Consideration and Approval of the 2026 Water Right Application 99-132 (A82348) Extension.
Lori Maughan, Commission Chair

Time Stamp 1:19:10 (audio) & 1:21:08 (video)

Commission Chair Maughan presented the 2026 Water Right Application 99-132 (A82348) Extension at the Cal Black Airport for the commission to review and approve. The previous water rights had elapsed in April of 2025.

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

COMMISSION REPORTS

Time Stamp 1:20:54 (audio) & 1:22:52 (video)

Commissioner Harvey attended a UDOT meeting in Montezuma Creek with Jared Beard (Regional UDOT Supervisor). He was grateful for the new library meeting location in the old UNHS Clinic building. UDOT has issued payment to the Navajo Tribal Utility Authority (NTUA), which allows NTUA to connect to the lights at the round-about.

They also discussed Navajo Route 35, the road from Montezuma Creek to the Arizona state line. The road usage might be too low for adoption by the state of Utah. The crosswalk for the elementary school is moving forward to completion in time for school to start this fall.

Commissioner Harvey mentioned there is a group currently running from Aneth to Oljato, their purpose is to bring peace and a spirit of peace to the residents. Sean Begay & Clayton Long participated in the program by giving a cultural presentation to the runners last Thursday in Aneth. The Navajo Utah Commission met with the Navajo Nation Department of Transportation (NDOT) and assured the county will be paid (\$664,000) for past road maintenance.

Commissioner Stubbs spoke about the grant (received from Brian Rogers) and is interested in speaking with the owner of the Oljato Headstart building in developing childcare services for disabled children. She also spoke about the Westwater project and was disappointed the agreement with the City of Monticello (for playground equipment) fell through, but she is going to keep trying on bringing a playground to Westwater.

She is working with the library to secure a shed which will hold all the equipment, the grant will pay for half of the cost. She is busy working on the three (3) senior centers which are currently closed throughout the Utah part of the reservation. The Oljato Chapter wants to build a new building in Monument Valley, but the need to feed the seniors is now and immediate. The chapter house might bring a food truck in from another area. The Bluff Senior Center is receiving additional seniors showing up from other areas for meals, of which the county meal program has been able to help with.

Commissioner Maughan stated the CDBG Grant (La Sal Bathroom) project application has been received by the State of Utah. She is also participating in a Property Tax work group to discuss the educational misconceptions regarding equity between income and property taxes. She is also working on the Moab Annexation of the Spanish Valley area for fire services.

She is coordinating with Wolpert Company for the Cal Black Airport project. The Mud Springs project is advancing towards completion this August. She mentioned the pro rodeo is coming up next weekend. The North Wash Boat Ramp ribbon cutting is this week.

ADJOURNMENT

Time Stamp 1:45:28 (audio) & 1:47:26 (video)

Motion to adjourn:

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

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2026 Contract with Comfort At Home Care to Purchase Alternatives In Home Care Services

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2026 Contract with Comfort At Home Care to Purchase Alternatives In Home Care Services. We contract out home services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

**CONTRACT TO PURCHASE
HOME HEALTH SERVICES**
(Home and Community Based Alternatives Program – HCBA)

This Contract is entered into by and between San Juan County, State of Utah, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as the “COUNTY,” and Comfort At Home Care, hereinafter referred to as the “CONTRACTOR.”

I. TERM OF CONTRACT

This Contract shall become effective on July 1, 2026, and shall remain in effect through June 30, 2027, unless terminated earlier in accordance with the provisions of this Contract.

Either party may terminate this Contract without cause upon thirty (30) days written notice to the other party.

The COUNTY may terminate this Contract immediately for cause, including but not limited to:

- Loss of required licensure or certification;
- Failure to maintain insurance coverage;
- Fraud, abuse, or misuse of funds;
- Breach of confidentiality requirements;
- Failure to comply with applicable federal, state, or local laws, regulations, or program requirements.

This Contract is contingent upon the availability of appropriated funds and continued program funding.

II. PURPOSE OF CONTRACT

The purpose of this Contract is to provide eligible residents of San Juan County who are at risk of nursing home placement with home and community-based services including:

- Skilled Nursing;
- Home Health Aide services;
- Personal Care services;
- Homemaker services; and
- Other approved supportive services as authorized by the COUNTY.

III. METHOD OF PAYMENT

The CONTRACTOR shall be reimbursed by the COUNTY according to the rates specified in Attachment A for authorized services provided under this Contract.

The CONTRACTOR shall submit itemized invoices to the COUNTY no later than the 10th day of the month following the month in which services were provided.

Invoices for services provided during a calendar year must be submitted no later than January 20 of the following year. Invoices submitted after that date may be denied for payment.

Payment is subject to:

- Verification of services rendered;
- Availability of funding;
- Compliance with program requirements; and

- Submission of complete documentation.

IV. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and is not an employee, agent, or representative of the COUNTY. Nothing in this Contract shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties.

The CONTRACTOR shall be solely responsible for payment of wages, taxes, insurance, benefits, and all other obligations relating to its employees and subcontractors.

V. COMPLIANCE WITH LAW

The CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, policies, and program requirements, including but not limited to:

- The Older Americans Act;
- Medicaid and HCBS requirements;
- Utah Administrative Code R510-401, where applicable;
- HIPAA privacy and confidentiality requirements;
- Civil Rights laws and nondiscrimination requirements; and
- All applicable licensing and certification standards.

Nothing in this Contract shall be construed as a waiver of any protections, rights, or immunities provided to the COUNTY under the Utah Governmental Immunity Act, Utah Code § 63G-7-101 et seq.

VI. CONFIDENTIALITY

The CONTRACTOR shall maintain all client, medical, financial, and program records in strict confidence and shall comply with all applicable federal and state confidentiality and privacy laws, including HIPAA requirements.

Records shall only be disclosed as authorized by law or as necessary for monitoring, audit, or program administration purposes.

VII. RECORD RETENTION

The CONTRACTOR shall maintain fiscal, programmatic, and client records necessary for reporting, audit, and accountability purposes for a minimum of five (5) years after final payment under this Contract, or longer if required by federal or state law, audit requirements, litigation holds, or Medicaid requirements.

The COUNTY, State of Utah, and authorized federal agencies shall have access to such records for monitoring, auditing, and compliance review purposes.

VIII. INSURANCE

The CONTRACTOR shall maintain throughout the term of this Contract:

- Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence;
- Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit;

- Workers Compensation Insurance as required by Utah law. Proof of insurance shall be provided to the COUNTY upon request.

IX. INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses arising out of the acts, omissions, negligence, or misconduct of the CONTRACTOR, its employees, agents, or subcontractors in connection with this Contract.

X. ATTACHMENTS

The following attachments are incorporated into this Contract by reference:

- Attachment A – Cost of Services
- Attachment B – Contractor Responsibilities
- Attachment C – County Responsibilities

XI. POLICY CHANGES

Changes to policies or procedures affecting this Contract shall become effective no later than ninety (90) days after adoption unless otherwise agreed to in writing by both parties.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates written below.

CONTRACTOR


 Administrator, Comfort at Home Care

Date: 5/21/20

COUNTY

Chair, San Juan County Commission

Date: _____

San Juan County Area Agency on Aging

Date: _____

ATTACHMENT A

COST OF SERVICES

Service	Unit	Fee
Skilled Nursing Service	Per Visit	\$N/A
Home Health/Personal Care Aide	Per Hour	\$N/A
Homemaker Services	Per Hour	\$24.50
Travel	Per Mile	\$N/A
Additional Time	Per ¼ Hour	\$N/A

ATTACHMENT B

CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

- Comply with all applicable federal, state, and local laws, regulations, and program requirements governing HCBS, Medicaid, aging services, and related programs.
- Provide the following authorized services:
 - Skilled Nursing;
 - Home Health Aide;
 - Personal Care;
 - Homemaker Services; and
 - Other approved supportive services.
- Recruit, hire, train, supervise, and maintain qualified personnel.
- Maintain all required licenses, certifications, and qualifications throughout the term of this Contract.
- Maintain confidentiality of all client and program records in accordance with applicable law.
- Maintain fiscal and program records necessary for accountability, reporting, audit, and compliance purposes.
- Permit COUNTY, state, and federal representatives to conduct monitoring visits and program reviews.
- Notify the COUNTY of any suspected abuse, neglect, exploitation, or protective service concerns involving clients.
- Submit accurate and timely billing documentation.
- Participate in training as required by the COUNTY or the Utah Division of Aging and Adult Services.
- Maintain insurance coverage as required under this Contract.
- Ensure all services are delivered in a safe, professional, and nondiscriminatory manner.

ATTACHMENT C
COUNTY RESPONSIBILITIES

The COUNTY agrees to:

- Conduct eligibility determinations and assessments in accordance with program requirements.
- Provide referrals for authorized services.
- Maintain fiscal oversight and audit tracking.
- Assist applicants and recipients with fair hearing procedures when applicable.
- Conduct periodic monitoring and contract compliance reviews.
- Provide program development, technical assistance, and support.
- Conduct ongoing program evaluation activities.
- Authorize services and approved waivers for eligible clients with extenuating circumstances.
- Maintain inventory records for equipment purchased with program funds.
- Coordinate access to approved equipment and resources for eligible clients on a case-by-case basis.



COMMISSION STAFF REPORT

MEETING DATE: June, 16 2026

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2026 Contract with Comfort At Home Care to Purchase Caregiver In Home Care Services

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2026 Contract with Comfort At Home Care to Purchase Caregiver In Home Care Services. We contract out home services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

CAREGIVER RESPITE CARE SERVICES CONTRACT

This Caregiver Respite Care Services Contract (“Contract”) is entered into by and between San Juan County, a political subdivision of the State of Utah, located at P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as the “COUNTY,” and Comfort at Home Care, hereinafter referred to as the “CONTRACTOR.”

I. CONTRACT TERM

This Contract shall commence on July 1, 2026, and shall terminate on June 30, 2027, unless terminated earlier in accordance with the provisions of this Contract.

Either party may terminate this Contract with or without cause upon thirty (30) days written notice to the other party.

The COUNTY may terminate this Contract immediately for cause, including but not limited to failure to comply with applicable laws, licensing requirements, funding requirements, or material breach of contract obligations.

II. PURPOSE OF CONTRACT

The purpose of this Contract is to provide eligible residents of San Juan County with intermittent and/or time-limited respite services for caregivers of adults suffering from chronic long-term illnesses or conditions where caregiving responsibilities create substantial stress and where other sources of informal relief are insufficient.

Services shall be provided in accordance with applicable federal and state laws, UCA R510-401 Utah Caregiver Support Program Administrative Rule, Division of Aging and Adult Services requirements, and COUNTY policies and procedures.

III. PAYMENT

The CONTRACTOR shall be reimbursed by the COUNTY according to the rates identified in Attachment A for authorized services provided under this Contract.

The CONTRACTOR shall submit an itemized invoice to the COUNTY no later than the tenth (10th) day of the month following the month in which services were rendered.

Invoices for services provided during a fiscal year must be submitted no later than January 20 following the close of the prior calendar year. Invoices submitted after this deadline may be denied for payment unless otherwise approved by the COUNTY.

Payment is contingent upon:

- Availability of funds;
- Proper documentation;
- Compliance with program requirements; and
- Verification of authorized services.
- Nothing in this Contract shall obligate the COUNTY beyond available appropriated funding.

IV. ATTACHMENTS

The following attachments are incorporated into this Contract by reference:

- Attachment A – Cost of Service
- Attachment B – CONTRACTOR Responsibilities
- Attachment C – COUNTY Responsibilities

V. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, and policies, including but not limited to:

- UCA R510-401, Utah Caregiver Support Program Administrative Rule, as applicable;
- Health Insurance Portability and Accountability Act (HIPAA), where applicable;
- Utah Government Records Access and Management Act (GRAMA);
- Applicable labor, licensing, and employment laws; and
- All Division of Aging and Adult Services program requirements.

VI. INSURANCE

The CONTRACTOR shall maintain insurance coverage during the term of this Contract, including:

- Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- Automobile Liability Insurance with minimum combined single limits of \$1,000,000;
- Workers Compensation Insurance as required by Utah law; and
- Any additional insurance required by applicable law or licensing requirements.
- Upon request, the CONTRACTOR shall provide proof of insurance to the COUNTY.

VIII. CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all client, medical, financial, and personally identifiable information obtained through performance of this Contract.

The CONTRACTOR shall comply with all applicable confidentiality laws and regulations, including HIPAA where applicable.

Records shall only be disclosed as authorized by law or as necessary for monitoring, auditing, or administration of the program by authorized county, state, or federal officials.

IX. RECORD RETENTION

The CONTRACTOR shall maintain fiscal, service, and program records necessary for accountability and reporting requirements.

Records shall be retained for a minimum of five (5) years following final payment under this Contract, or until all audits, claims, litigation, or administrative actions are resolved, whichever occurs later.

X. INDEMNIFICATION

To the extent permitted by Utah law, the CONTRACTOR shall be responsible for claims, damages, losses, or expenses arising from the negligent acts, errors, or omissions of the CONTRACTOR, its employees, agents, or subcontractors in the performance of this Contract.

Nothing in this Contract shall be construed as a waiver of any protections, rights, or immunities afforded to the COUNTY under the Utah Governmental Immunity Act, Utah Code Title 63G, Chapter 7.

XI. MONITORING AND AUDITS

The CONTRACTOR shall permit authorized county, state, and federal representatives reasonable access to facilities, records, and program documentation for purposes of monitoring, auditing, compliance review, and investigation of complaints.

XII. NONDISCRIMINATION

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, veteran status, or any other protected classification under applicable law.

XIII. AMENDMENTS

This Contract may only be modified or amended in writing and signed by authorized representatives of both parties.

Policy changes affecting this Contract shall become effective no sooner than ninety (90) days following adoption unless otherwise agreed to in writing by both parties.

XIV. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, or agreements relating to the subject matter herein.

XV. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Utah. Venue for any legal action arising from this Contract shall be in the appropriate court located in the State of Utah.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates written below.

CONTRACTOR

Jana Bailey
Administrator, Comfort at Home Care
Date: 5/21/26

COUNTY

Chair, San Juan County Commission

Date: _____

San Juan County Area Agency on Aging

Date: _____

ATTACHMENT A

COST OF SERVICE

Service	Unit	Rate
Respite Service	1 Hour	\$22.58
Milcage	1 Mile	\$ N/A
Staff Travel Time	15 Minutes	\$ N/A

ATTACHMENT B
CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

1. Comply with all applicable federal, state, and local laws, regulations, and program requirements related to caregiver respite services.
2. Provide caregiver respite services and related information and assistance to eligible clients.
3. Recruit, hire, train, supervise, and maintain qualified staff necessary to provide services under this Contract.
4. Maintain all required licenses, certifications, and qualifications throughout the term of this Contract.
5. Maintain confidentiality of client records and information in accordance with applicable laws and regulations.
6. Maintain accurate fiscal and program records related to services provided under this Contract.
7. Retain records in accordance with the record retention requirements contained herein.
8. Notify the COUNTY of protective service concerns or issues affecting client health or safety.
9. Submit timely and accurate invoices and supporting documentation.
10. Attend required training provided by the COUNTY or the Utah Division of Aging and Adult Services, when applicable.
11. Cooperate with COUNTY monitoring, audits, and program evaluations.
12. Maintain required insurance coverage throughout the duration of this Contract.

ATTACHMENT C
COUNTY RESPONSIBILITIES

The COUNTY agrees to:

1. Conduct eligibility determinations and assessments for caregiver respite program participants in accordance with applicable policies and procedures.
2. Provide referrals to the CONTRACTOR for authorized services.
3. Maintain fiscal accountability and audit documentation related to program administration.
4. Conduct periodic monitoring and evaluation of CONTRACTOR performance and compliance.
5. Provide technical assistance and program guidance as appropriate.
6. Conduct ongoing program evaluation and maintain required reporting documentation.
7. Assist applicants or recipients with fair hearing procedures related to service delivery concerns or appeals.
8. Provide overall program administration and development consistent with applicable funding and program requirements.



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2026 Contract with Rocky Mountain Home health to Purchase Alternatives In Home Care Services

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2026 Contract with Rocky Mountain Home Health to Purchase Alternatives In Home Care Services. We contract out home services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

**CONTRACT TO PURCHASE
HOME HEALTH SERVICES**
(Home and Community Based Alternatives Program – HCBA)

This Contract is entered into by and between San Juan County, State of Utah, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as the “COUNTY,” and BCBU Inc. dba Rocky Mountain Home Care, 598 W 900 S, Suite 220, Woods Cross, UT 84010, hereinafter referred to as the “CONTRACTOR.”

I. TERM OF CONTRACT

This Contract shall become effective on July 1, 2026, and shall remain in effect through June 30, 2027, unless terminated earlier in accordance with the provisions of this Contract. Either party may terminate this Contract without cause upon thirty (30) days written notice to the other party.

The COUNTY may terminate this Contract immediately for cause, including but not limited to:

- Loss of required licensure or certification;
- Failure to maintain insurance coverage;
- Fraud, abuse, or misuse of funds;
- Breach of confidentiality requirements;
- Failure to comply with applicable federal, state, or local laws, regulations, or program requirements.

This Contract is contingent upon the availability of appropriated funds and continued program funding.

II. PURPOSE OF CONTRACT

The purpose of this Contract is to provide eligible residents of San Juan County who are at risk of nursing home placement with home and community-based services including:

- Skilled Nursing;
- Home Health Aide services;
- Personal Care services;
- Homemaker services; and
- Other approved supportive services as authorized by the COUNTY.

III. METHOD OF PAYMENT

The CONTRACTOR shall be reimbursed by the COUNTY according to the rates specified in Attachment A for authorized services provided under this Contract.

The CONTRACTOR shall submit itemized invoices to the COUNTY no later than the 10th day of the month following the month in which services were provided.

Invoices for services provided during a calendar year must be submitted no later than January 20 of the following year. Invoices submitted after that date may be denied for payment.

Payment is subject to:

- Verification of services rendered;
- Availability of funding;

- Compliance with program requirements; and
- Submission of complete documentation.

IV. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and is not an employee, agent, or representative of the COUNTY. Nothing in this Contract shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties.

The CONTRACTOR shall be solely responsible for payment of wages, taxes, insurance, benefits, and all other obligations relating to its employees and subcontractors.

V. COMPLIANCE WITH LAW

The CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, policies, and program requirements, including but not limited to:

- The Older Americans Act;
- Medicaid and HCBS requirements;
- Utah Administrative Code R510-401, where applicable;
- HIPAA privacy and confidentiality requirements;
- Civil Rights laws and nondiscrimination requirements; and
- All applicable licensing and certification standards.

Nothing in this Contract shall be construed as a waiver of any protections, rights, or immunities provided to the COUNTY under the Utah Governmental Immunity Act, Utah Code § 63G-7-101 et seq.

VI. CONFIDENTIALITY

The CONTRACTOR shall maintain all client, medical, financial, and program records in strict confidence and shall comply with all applicable federal and state confidentiality and privacy laws, including HIPAA requirements.

Records shall only be disclosed as authorized by law or as necessary for monitoring, audit, or program administration purposes.

VII. RECORD RETENTION

The CONTRACTOR shall maintain fiscal, programmatic, and client records necessary for reporting, audit, and accountability purposes for a minimum of five (5) years after final payment under this Contract, or longer if required by federal or state law, audit requirements, litigation holds, or Medicaid requirements.

The COUNTY, State of Utah, and authorized federal agencies shall have access to such records for monitoring, auditing, and compliance review purposes.

VIII. INSURANCE

The CONTRACTOR shall maintain throughout the term of this Contract:

- Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence;

- Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit;
- Workers Compensation Insurance as required by Utah law.

Proof of insurance shall be provided to the COUNTY upon request.

IX. INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses arising out of the acts, omissions, negligence, or misconduct of the CONTRACTOR, its employees, agents, or subcontractors in connection with this Contract.

X. ATTACHMENTS

The following attachments are incorporated into this Contract by reference:

- Attachment A – Cost of Services
- Attachment B – Contractor Responsibilities
- Attachment C – County Responsibilities

XI. POLICY CHANGES

Changes to policies or procedures affecting this Contract shall become effective no later than ninety (90) days after adoption unless otherwise agreed to in writing by both parties.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates written below.

CONTRACTOR

Darlene Dunn Darlene Dunn

Vice President Home Health and Hospice Operations | BCBU Inc. dba Rocky Mountain Home Care

Date: 6/2/2026 EDT

COUNTY

Chair, San Juan County Commission

Date: _____

San Juan County Area Agency on Aging

Date: _____

ATTACHMENT A

COST OF SERVICES

Service	Unit	Fee
Skilled Nursing Service	Per Visit	\$ _____
Home Health/Personal Care Aide	Per Hour	\$ _____
Homemaker Services	Per Hour	\$ _____
Travel	Per Mile	\$ _____
Additional Time	Per ¼ Hour	\$ _____

ATTACHMENT B
CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

- Comply with all applicable federal, state, and local laws, regulations, and program requirements governing HCBS, Medicaid, aging services, and related programs.
- Provide the following authorized services:
 - Skilled Nursing;
 - Home Health Aide;
 - Personal Care;
 - Homemaker Services; and
 - Other approved supportive services.
- Recruit, hire, train, supervise, and maintain qualified personnel.
- Maintain all required licenses, certifications, and qualifications throughout the term of this Contract.
- Maintain confidentiality of all client and program records in accordance with applicable law.
- Maintain fiscal and program records necessary for accountability, reporting, audit, and compliance purposes.
- Permit COUNTY, state, and federal representatives to conduct monitoring visits and program reviews.
- Notify the COUNTY of any suspected abuse, neglect, exploitation, or protective service concerns involving clients.
- Submit accurate and timely billing documentation.
- Participate in training as required by the COUNTY or the Utah Division of Aging and Adult Services.
- Maintain insurance coverage as required under this Contract.
- Ensure all services are delivered in a safe, professional, and nondiscriminatory manner.

ATTACHMENT C
COUNTY RESPONSIBILITIES

The COUNTY agrees to:

- Conduct eligibility determinations and assessments in accordance with program requirements.
- Provide referrals for authorized services.
- Maintain fiscal oversight and audit tracking.
- Assist applicants and recipients with fair hearing procedures when applicable.
- Conduct periodic monitoring and contract compliance reviews.
- Provide program development, technical assistance, and support.
- Conduct ongoing program evaluation activities.
- Authorize services and approved waivers for eligible clients with extenuating circumstances.
- Maintain inventory records for equipment purchased with program funds.
- Coordinate access to approved equipment and resources for eligible clients on a case-by-case basis.



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2026 Contract with Rocky Mountain Home Care to Purchase Caregiver In Home Care Services

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2026 Contract with Rocky Mountain Home Care to Purchase Caregiver In Home Care Services. We contract out home services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

CAREGIVER RESPITE CARE SERVICES CONTRACT

This Caregiver Respite Care Services Contract (“Contract”) is entered into by and between San Juan County, a political subdivision of the State of Utah, located at P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as the “COUNTY,” and BCBU Inc. dba Rocky Mountain Home Care, 598 W 900 S, Suite 220, Woods Cross, UT 84010, hereinafter referred to as the “CONTRACTOR.”

I. CONTRACT TERM

This Contract shall commence on July 1, 2026, and shall terminate on June 30, 2027, unless terminated earlier in accordance with the provisions of this Contract. Either party may terminate this Contract with or without cause upon thirty (30) days written notice to the other party.

The COUNTY may terminate this Contract immediately for cause, including but not limited to failure to comply with applicable laws, licensing requirements, funding requirements, or material breach of contract obligations.

II. PURPOSE OF CONTRACT

The purpose of this Contract is to provide eligible residents of San Juan County with intermittent and/or time-limited respite services for caregivers of adults suffering from chronic long-term illnesses or conditions where caregiving responsibilities create substantial stress and where other sources of informal relief are insufficient.

Services shall be provided in accordance with applicable federal and state laws, UCA R510-401 Utah Caregiver Support Program Administrative Rule, Division of Aging and Adult Services requirements, and COUNTY policies and procedures.

III. PAYMENT

The CONTRACTOR shall be reimbursed by the COUNTY according to the rates identified in Attachment A for authorized services provided under this Contract.

The CONTRACTOR shall submit an itemized invoice to the COUNTY no later than the tenth (10th) day of the month following the month in which services were rendered. Invoices for services provided during a fiscal year must be submitted no later than January 20 following the close of the prior calendar year. Invoices submitted after this deadline may be denied for payment unless otherwise approved by the COUNTY.

Payment is contingent upon:

- Availability of funds;
- Proper documentation;
- Compliance with program requirements; and
- Verification of authorized services.
- Nothing in this Contract shall obligate the COUNTY beyond available appropriated funding.

IV. ATTACHMENTS

The following attachments are incorporated into this Contract by reference:

- Attachment A – Cost of Service
- Attachment B – CONTRACTOR Responsibilities
- Attachment C – COUNTY Responsibilities

V. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, and policies, including but not limited to:

- UCA R510-401, Utah Caregiver Support Program Administrative Rule, as applicable;
- Health Insurance Portability and Accountability Act (HIPAA), where applicable;
- Utah Government Records Access and Management Act (GRAMA);
- Applicable labor, licensing, and employment laws; and
- All Division of Aging and Adult Services program requirements.

VI. INSURANCE

The CONTRACTOR shall maintain insurance coverage during the term of this Contract, including:

- Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- Automobile Liability Insurance with minimum combined single limits of \$1,000,000;
- Workers Compensation Insurance as required by Utah law; and
- Any additional insurance required by applicable law or licensing requirements.
- Upon request, the CONTRACTOR shall provide proof of insurance to the COUNTY.

VIII. CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all client, medical, financial, and personally identifiable information obtained through performance of this Contract.

The CONTRACTOR shall comply with all applicable confidentiality laws and regulations, including HIPAA where applicable.

Records shall only be disclosed as authorized by law or as necessary for monitoring, auditing, or administration of the program by authorized county, state, or federal officials.

IX. RECORD RETENTION

The CONTRACTOR shall maintain fiscal, service, and program records necessary for accountability and reporting requirements.

Records shall be retained for a minimum of five (5) years following final payment under this Contract, or until all audits, claims, litigation, or administrative actions are resolved, whichever occurs later.

X. INDEMNIFICATION

To the extent permitted by Utah law, the CONTRACTOR shall be responsible for claims, damages, losses, or expenses arising from the negligent acts, errors, or omissions of the CONTRACTOR, its employees, agents, or subcontractors in the performance of this Contract.

Nothing in this Contract shall be construed as a waiver of any protections, rights, or immunities afforded to the COUNTY under the Utah Governmental Immunity Act, Utah Code Title 63G, Chapter 7.

XI. MONITORING AND AUDITS

The CONTRACTOR shall permit authorized county, state, and federal representatives reasonable access to facilities, records, and program documentation for purposes of monitoring, auditing, compliance review, and investigation of complaints.

XII. NONDISCRIMINATION

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, veteran status, or any other protected classification under applicable law.

XIII. AMENDMENTS

This Contract may only be modified or amended in writing and signed by authorized representatives of both parties.

Policy changes affecting this Contract shall become effective no sooner than ninety (90) days following adoption unless otherwise agreed to in writing by both parties.

XIV. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, or agreements relating to the subject matter herein.

XV. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Utah. Venue for any legal action arising from this Contract shall be in the appropriate court located in the State of Utah.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates written below.

CONTRACTOR

Darlene Dunn

Darlene Dunn

Vice President - Home Health & Hospice Operations | BCBU Inc.
dba Rocky Mountain Home Care

Date: ^{6/2/2026 EDT} _____

COUNTY

Chair, San Juan County Commission

Date: _____

San Juan County Area Agency on Aging
Date: _____

ATTACHMENT A

COST OF SERVICE

Service	Unit	Rate
Respite Service	1 Hour	\$ _____
Mileage	1 Mile	\$ _____
Staff Travel Time	15 Minutes	\$ _____

ATTACHMENT B
CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

1. Comply with all applicable federal, state, and local laws, regulations, and program requirements related to caregiver respite services.
2. Provide caregiver respite services and related information and assistance to eligible clients.
3. Recruit, hire, train, supervise, and maintain qualified staff necessary to provide services under this Contract.
4. Maintain all required licenses, certifications, and qualifications throughout the term of this Contract.
5. Maintain confidentiality of client records and information in accordance with applicable laws and regulations.
6. Maintain accurate fiscal and program records related to services provided under this Contract.
7. Retain records in accordance with the record retention requirements contained herein.
8. Notify the COUNTY of protective service concerns or issues affecting client health or safety.
9. Submit timely and accurate invoices and supporting documentation.
10. Attend required training provided by the COUNTY or the Utah Division of Aging and Adult Services, when applicable.
11. Cooperate with COUNTY monitoring, audits, and program evaluations.
12. Maintain required insurance coverage throughout the duration of this Contract.

ATTACHMENT C
COUNTY RESPONSIBILITIES

The COUNTY agrees to:

1. Conduct eligibility determinations and assessments for caregiver respite program participants in accordance with applicable policies and procedures.
2. Provide referrals to the CONTRACTOR for authorized services.
3. Maintain fiscal accountability and audit documentation related to program administration.
4. Conduct periodic monitoring and evaluation of CONTRACTOR performance and compliance.
5. Provide technical assistance and program guidance as appropriate.
6. Conduct ongoing program evaluation and maintain required reporting documentation.
7. Assist applicants or recipients with fair hearing procedures related to service delivery concerns or appeals.
8. Provide overall program administration and development consistent with applicable funding and program requirements.



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2026 Contract with Rocky Mountain Personal Care to Purchase Personal Care Services

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of a Contract with Rocky Mountain Personal Care to Purchase Personal Care In Home Care Services. We contract out home services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

**CONTRACT TO PURCHASE
HOME HEALTH SERVICES**
(Home and Community Based Alternatives Program – HCBA)

This Contract is entered into by and between San Juan County, State of Utah, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as the “COUNTY,” and RMC Personal Care, LLC dba Rocky Mountain Personal Care - Utah, 598 W 900 S, Suite 220, Woods Cross, UT 84010, hereinafter referred to as the “CONTRACTOR.”

I. TERM OF CONTRACT

This Contract shall become effective on July 1, 2026, and shall remain in effect through June 30, 2027, unless terminated earlier in accordance with the provisions of this Contract. Either party may terminate this Contract without cause upon thirty (30) days written notice to the other party.

The COUNTY may terminate this Contract immediately for cause, including but not limited to:

- Loss of required licensure or certification;
- Failure to maintain insurance coverage;
- Fraud, abuse, or misuse of funds;
- Breach of confidentiality requirements;
- Failure to comply with applicable federal, state, or local laws, regulations, or program requirements.

This Contract is contingent upon the availability of appropriated funds and continued program funding.

II. PURPOSE OF CONTRACT

The purpose of this Contract is to provide eligible residents of San Juan County who are at risk of nursing home placement with home and community-based services including:

- Skilled Nursing;
- Home Health Aide services;
- Personal Care services;
- Homemaker services; and
- Other approved supportive services as authorized by the COUNTY.

III. METHOD OF PAYMENT

The CONTRACTOR shall be reimbursed by the COUNTY according to the rates specified in Attachment A for authorized services provided under this Contract.

The CONTRACTOR shall submit itemized invoices to the COUNTY no later than the 10th day of the month following the month in which services were provided.

Invoices for services provided during a calendar year must be submitted no later than January 20 of the following year. Invoices submitted after that date may be denied for payment.

Payment is subject to:

- Verification of services rendered;
- Availability of funding;

- Compliance with program requirements; and
- Submission of complete documentation.

IV. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and is not an employee, agent, or representative of the COUNTY. Nothing in this Contract shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties.

The CONTRACTOR shall be solely responsible for payment of wages, taxes, insurance, benefits, and all other obligations relating to its employees and subcontractors.

V. COMPLIANCE WITH LAW

The CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, policies, and program requirements, including but not limited to:

- The Older Americans Act;
- Medicaid and HCBS requirements;
- Utah Administrative Code R510-401, where applicable;
- HIPAA privacy and confidentiality requirements;
- Civil Rights laws and nondiscrimination requirements; and
- All applicable licensing and certification standards.

Nothing in this Contract shall be construed as a waiver of any protections, rights, or immunities provided to the COUNTY under the Utah Governmental Immunity Act, Utah Code § 63G-7-101 et seq.

VI. CONFIDENTIALITY

The CONTRACTOR shall maintain all client, medical, financial, and program records in strict confidence and shall comply with all applicable federal and state confidentiality and privacy laws, including HIPAA requirements.

Records shall only be disclosed as authorized by law or as necessary for monitoring, audit, or program administration purposes.

VII. RECORD RETENTION

The CONTRACTOR shall maintain fiscal, programmatic, and client records necessary for reporting, audit, and accountability purposes for a minimum of five (5) years after final payment under this Contract, or longer if required by federal or state law, audit requirements, litigation holds, or Medicaid requirements.

The COUNTY, State of Utah, and authorized federal agencies shall have access to such records for monitoring, auditing, and compliance review purposes.

VIII. INSURANCE

The CONTRACTOR shall maintain throughout the term of this Contract:

- Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence;

- Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit;
- Workers Compensation Insurance as required by Utah law.

Proof of insurance shall be provided to the COUNTY upon request.

IX. INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses arising out of the acts, omissions, negligence, or misconduct of the CONTRACTOR, its employees, agents, or subcontractors in connection with this Contract.

X. ATTACHMENTS

The following attachments are incorporated into this Contract by reference:

- Attachment A – Cost of Services
- Attachment B – Contractor Responsibilities
- Attachment C – County Responsibilities

XI. POLICY CHANGES

Changes to policies or procedures affecting this Contract shall become effective no later than ninety (90) days after adoption unless otherwise agreed to in writing by both parties.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates written below.

CONTRACTOR

Cameron Jones
Administrator, RMC Personal Care, LLC

Date: 6/2/2026 MDT

COUNTY

Chair, San Juan County Commission

Date: _____

San Juan County Area Agency on Aging

Date: _____

ATTACHMENT A

COST OF SERVICES

Service	Unit	Fee
Skilled Nursing Service	Per Visit	\$64.89
Home Health/Personal Care Aide	Per Hour	\$ 59.75
Homemaker Services	Per Hour	\$ 59.75
Travel	Per Mile	\$ 13.40
Additional Time	Per ¼ Hour	\$ _____

ATTACHMENT B
CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

- Comply with all applicable federal, state, and local laws, regulations, and program requirements governing HCBS, Medicaid, aging services, and related programs.
- Provide the following authorized services:
 - Skilled Nursing;
 - Home Health Aide;
 - Personal Care;
 - Homemaker Services; and
 - Other approved supportive services.
- Recruit, hire, train, supervise, and maintain qualified personnel.
- Maintain all required licenses, certifications, and qualifications throughout the term of this Contract.
- Maintain confidentiality of all client and program records in accordance with applicable law.
- Maintain fiscal and program records necessary for accountability, reporting, audit, and compliance purposes.
- Permit COUNTY, state, and federal representatives to conduct monitoring visits and program reviews.
- Notify the COUNTY of any suspected abuse, neglect, exploitation, or protective service concerns involving clients.
- Submit accurate and timely billing documentation.
- Participate in training as required by the COUNTY or the Utah Division of Aging and Adult Services.
- Maintain insurance coverage as required under this Contract.
- Ensure all services are delivered in a safe, professional, and nondiscriminatory manner.

ATTACHMENT C
COUNTY RESPONSIBILITIES

The COUNTY agrees to:

- Conduct eligibility determinations and assessments in accordance with program requirements.
- Provide referrals for authorized services.
- Maintain fiscal oversight and audit tracking.
- Assist applicants and recipients with fair hearing procedures when applicable.
- Conduct periodic monitoring and contract compliance reviews.
- Provide program development, technical assistance, and support.
- Conduct ongoing program evaluation activities.
- Authorize services and approved waivers for eligible clients with extenuating circumstances.
- Maintain inventory records for equipment purchased with program funds.
- Coordinate access to approved equipment and resources for eligible clients on a case-by-case basis.



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2026 Contract with Zions Way to Purchase Alternatives In Home Care Services

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2026 Contract with Zions Way to Purchase Alternatives In Home Care Services. We contract out home services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

**CONTRACT TO PURCHASE
HOME HEALTH SERVICES**
(Home and Community Based Alternatives Program – HCBA)

This Contract is entered into by and between San Juan County, State of Utah, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as the “COUNTY,” and Zions Way, hereinafter referred to as the “CONTRACTOR.”

I. TERM OF CONTRACT

This Contract shall become effective on July 1, 2026, and shall remain in effect through June 30, 2027, unless terminated earlier in accordance with the provisions of this Contract.

Either party may terminate this Contract without cause upon thirty (30) days written notice to the other party.

The COUNTY may terminate this Contract immediately for cause, including but not limited to:

- Loss of required licensure or certification;
- Failure to maintain insurance coverage;
- Fraud, abuse, or misuse of funds;
- Breach of confidentiality requirements;
- Failure to comply with applicable federal, state, or local laws, regulations, or program requirements.

This Contract is contingent upon the availability of appropriated funds and continued program funding.

II. PURPOSE OF CONTRACT

The purpose of this Contract is to provide eligible residents of San Juan County who are at risk of nursing home placement with home and community-based services including:

- Skilled Nursing;
- Home Health Aide services;
- Personal Care services;
- Homemaker services; and
- Other approved supportive services as authorized by the COUNTY.

III. METHOD OF PAYMENT

The CONTRACTOR shall be reimbursed by the COUNTY according to the rates specified in Attachment A for authorized services provided under this Contract.

The CONTRACTOR shall submit itemized invoices to the COUNTY no later than the 10th day of the month following the month in which services were provided.

Invoices for services provided during a calendar year must be submitted no later than January 20 of the following year. Invoices submitted after that date may be denied for payment.

Payment is subject to:

- Verification of services rendered;
- Availability of funding;
- Compliance with program requirements; and

- Submission of complete documentation.

IV. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and is not an employee, agent, or representative of the COUNTY. Nothing in this Contract shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties.

The CONTRACTOR shall be solely responsible for payment of wages, taxes, insurance, benefits, and all other obligations relating to its employees and subcontractors.

V. COMPLIANCE WITH LAW

The CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, policies, and program requirements, including but not limited to:

- The Older Americans Act;
- Medicaid and HCBS requirements;
- Utah Administrative Code R510-401, where applicable;
- HIPAA privacy and confidentiality requirements;
- Civil Rights laws and nondiscrimination requirements; and
- All applicable licensing and certification standards.

Nothing in this Contract shall be construed as a waiver of any protections, rights, or immunities provided to the COUNTY under the Utah Governmental Immunity Act, Utah Code § 63G-7-101 et seq.

VI. CONFIDENTIALITY

The CONTRACTOR shall maintain all client, medical, financial, and program records in strict confidence and shall comply with all applicable federal and state confidentiality and privacy laws, including HIPAA requirements.

Records shall only be disclosed as authorized by law or as necessary for monitoring, audit, or program administration purposes.

VII. RECORD RETENTION

The CONTRACTOR shall maintain fiscal, programmatic, and client records necessary for reporting, audit, and accountability purposes for a minimum of five (5) years after final payment under this Contract, or longer if required by federal or state law, audit requirements, litigation holds, or Medicaid requirements.

The COUNTY, State of Utah, and authorized federal agencies shall have access to such records for monitoring, auditing, and compliance review purposes.

VIII. INSURANCE

The CONTRACTOR shall maintain throughout the term of this Contract:

- Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence;
- Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit;

- Workers Compensation Insurance as required by Utah law. Proof of insurance shall be provided to the COUNTY upon request.

IX. INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses arising out of the acts, omissions, negligence, or misconduct of the CONTRACTOR, its employees, agents, or subcontractors in connection with this Contract.

X. ATTACHMENTS

The following attachments are incorporated into this Contract by reference:

- Attachment A – Cost of Services
- Attachment B – Contractor Responsibilities
- Attachment C – County Responsibilities

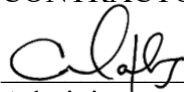
XI. POLICY CHANGES

Changes to policies or procedures affecting this Contract shall become effective no later than ninety (90) days after adoption unless otherwise agreed to in writing by both parties.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates written below.

CONTRACTOR



 Administrator, Zions Way

Date: 6/9/2026

COUNTY

 Chair, San Juan County Commission

Date: _____

 San Juan County Area Agency on Aging

Date: _____

ATTACHMENT A

COST OF SERVICES

Service	Unit	Fee
Skilled Nursing Service	Per Visit	\$80.00
Home Health/Personal Care Aide	Per Hour	\$40.00
Homemaker Services	Per Hour	\$40.00
Travel	Per Mile	\$0.54
Additional Time	Per ¼ Hour	\$10.00

ATTACHMENT B

CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

- Comply with all applicable federal, state, and local laws, regulations, and program requirements governing HCBS, Medicaid, aging services, and related programs.
- Provide the following authorized services:
 - Skilled Nursing;
 - Home Health Aide;
 - Personal Care;
 - Homemaker Services; and
 - Other approved supportive services.
- Recruit, hire, train, supervise, and maintain qualified personnel.
- Maintain all required licenses, certifications, and qualifications throughout the term of this Contract.
- Maintain confidentiality of all client and program records in accordance with applicable law.
- Maintain fiscal and program records necessary for accountability, reporting, audit, and compliance purposes.
- Permit COUNTY, state, and federal representatives to conduct monitoring visits and program reviews.
- Notify the COUNTY of any suspected abuse, neglect, exploitation, or protective service concerns involving clients.
- Submit accurate and timely billing documentation.
- Participate in training as required by the COUNTY or the Utah Division of Aging and Adult Services.
- Maintain insurance coverage as required under this Contract.
- Ensure all services are delivered in a safe, professional, and nondiscriminatory manner.

ATTACHMENT C
COUNTY RESPONSIBILITIES

The COUNTY agrees to:

- Conduct eligibility determinations and assessments in accordance with program requirements.
- Provide referrals for authorized services.
- Maintain fiscal oversight and audit tracking.
- Assist applicants and recipients with fair hearing procedures when applicable.
- Conduct periodic monitoring and contract compliance reviews.
- Provide program development, technical assistance, and support.
- Conduct ongoing program evaluation activities.
- Authorize services and approved waivers for eligible clients with extenuating circumstances.
- Maintain inventory records for equipment purchased with program funds.
- Coordinate access to approved equipment and resources for eligible clients on a case-by-case basis.



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2026 Contract with Zions Way to Purchase Caregiver In Home Care Services

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2026 Contract with Zions Way to Purchase Caregiver In Home Care Services. We contract out home services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

CAREGIVER RESPITE CARE SERVICES CONTRACT

This Caregiver Respite Care Services Contract (“Contract”) is entered into by and between San Juan County, a political subdivision of the State of Utah, located at P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as the “COUNTY,” and Zions Way hereinafter referred to as the “CONTRACTOR.”

I. CONTRACT TERM

This Contract shall commence on July 1, 2026, and shall terminate on June 30, 2027, unless terminated earlier in accordance with the provisions of this Contract.

Either party may terminate this Contract with or without cause upon thirty (30) days written notice to the other party.

The COUNTY may terminate this Contract immediately for cause, including but not limited to failure to comply with applicable laws, licensing requirements, funding requirements, or material breach of contract obligations.

II. PURPOSE OF CONTRACT

The purpose of this Contract is to provide eligible residents of San Juan County with intermittent and/or time-limited respite services for caregivers of adults suffering from chronic long-term illnesses or conditions where caregiving responsibilities create substantial stress and where other sources of informal relief are insufficient.

Services shall be provided in accordance with applicable federal and state laws, UCA R510-401 Utah Caregiver Support Program Administrative Rule, Division of Aging and Adult Services requirements, and COUNTY policies and procedures.

III. PAYMENT

The CONTRACTOR shall be reimbursed by the COUNTY according to the rates identified in Attachment A for authorized services provided under this Contract.

The CONTRACTOR shall submit an itemized invoice to the COUNTY no later than the tenth (10th) day of the month following the month in which services were rendered.

Invoices for services provided during a fiscal year must be submitted no later than January 20 following the close of the prior calendar year. Invoices submitted after this deadline may be denied for payment unless otherwise approved by the COUNTY.

Payment is contingent upon:

- Availability of funds;
- Proper documentation;
- Compliance with program requirements; and
- Verification of authorized services.
- Nothing in this Contract shall obligate the COUNTY beyond available appropriated funding.

IV. ATTACHMENTS

The following attachments are incorporated into this Contract by reference:

- Attachment A – Cost of Service
- Attachment B – CONTRACTOR Responsibilities
- Attachment C – COUNTY Responsibilities

V. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, and policies, including but not limited to:

- UCA R510-401, Utah Caregiver Support Program Administrative Rule, as applicable;
- Health Insurance Portability and Accountability Act (HIPAA), where applicable;
- Utah Government Records Access and Management Act (GRAMA);
- Applicable labor, licensing, and employment laws; and
- All Division of Aging and Adult Services program requirements.

VI. INSURANCE

The CONTRACTOR shall maintain insurance coverage during the term of this Contract, including:

- Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- Automobile Liability Insurance with minimum combined single limits of \$1,000,000;
- Workers Compensation Insurance as required by Utah law; and
- Any additional insurance required by applicable law or licensing requirements.
- Upon request, the CONTRACTOR shall provide proof of insurance to the COUNTY.

VIII. CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all client, medical, financial, and personally identifiable information obtained through performance of this Contract.

The CONTRACTOR shall comply with all applicable confidentiality laws and regulations, including HIPAA where applicable.

Records shall only be disclosed as authorized by law or as necessary for monitoring, auditing, or administration of the program by authorized county, state, or federal officials.

IX. RECORD RETENTION

The CONTRACTOR shall maintain fiscal, service, and program records necessary for accountability and reporting requirements.

Records shall be retained for a minimum of five (5) years following final payment under this Contract, or until all audits, claims, litigation, or administrative actions are resolved, whichever occurs later.

X. INDEMNIFICATION

To the extent permitted by Utah law, the CONTRACTOR shall be responsible for claims, damages, losses, or expenses arising from the negligent acts, errors, or omissions of the CONTRACTOR, its employees, agents, or subcontractors in the performance of this Contract.

Nothing in this Contract shall be construed as a waiver of any protections, rights, or immunities afforded to the COUNTY under the Utah Governmental Immunity Act, Utah Code Title 63G, Chapter 7.

XI. MONITORING AND AUDITS

The CONTRACTOR shall permit authorized county, state, and federal representatives reasonable access to facilities, records, and program documentation for purposes of monitoring, auditing, compliance review, and investigation of complaints.

XII. NONDISCRIMINATION

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, veteran status, or any other protected classification under applicable law.

XIII. AMENDMENTS

This Contract may only be modified or amended in writing and signed by authorized representatives of both parties.

Policy changes affecting this Contract shall become effective no sooner than ninety (90) days following adoption unless otherwise agreed to in writing by both parties.

XIV. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, or agreements relating to the subject matter herein.

XV. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Utah. Venue for any legal action arising from this Contract shall be in the appropriate court located in the State of Utah.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates written below.

CONTRACTOR



Administrator, Zions Way

Date: 6/9/2026

COUNTY

Chair, San Juan County Commission

Date: _____

San Juan County Area Agency on Aging

Date: _____

ATTACHMENT A

COST OF SERVICE

Service	Unit	Rate
Respite Service	1 Hour	\$40.00
Mileage	1 Mile	\$0.54
Staff Travel Time	15 Minutes	\$10.00

ATTACHMENT B
CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

1. Comply with all applicable federal, state, and local laws, regulations, and program requirements related to caregiver respite services.
2. Provide caregiver respite services and related information and assistance to eligible clients.
3. Recruit, hire, train, supervise, and maintain qualified staff necessary to provide services under this Contract.
4. Maintain all required licenses, certifications, and qualifications throughout the term of this Contract.
5. Maintain confidentiality of client records and information in accordance with applicable laws and regulations.
6. Maintain accurate fiscal and program records related to services provided under this Contract.
7. Retain records in accordance with the record retention requirements contained herein.
8. Notify the COUNTY of protective service concerns or issues affecting client health or safety.
9. Submit timely and accurate invoices and supporting documentation.
10. Attend required training provided by the COUNTY or the Utah Division of Aging and Adult Services, when applicable.
11. Cooperate with COUNTY monitoring, audits, and program evaluations.
12. Maintain required insurance coverage throughout the duration of this Contract.

ATTACHMENT C
COUNTY RESPONSIBILITIES

The COUNTY agrees to:

1. Conduct eligibility determinations and assessments for caregiver respite program participants in accordance with applicable policies and procedures.
2. Provide referrals to the CONTRACTOR for authorized services.
3. Maintain fiscal accountability and audit documentation related to program administration.
4. Conduct periodic monitoring and evaluation of CONTRACTOR performance and compliance.
5. Provide technical assistance and program guidance as appropriate.
6. Conduct ongoing program evaluation and maintain required reporting documentation.
7. Assist applicants or recipients with fair hearing procedures related to service delivery concerns or appeals.
8. Provide overall program administration and development consistent with applicable funding and program requirements.



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2026 Contract with Sharmayne Clark to Purchase In Home Services for the In Home Programs

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2026 Contract with Sharmayne Clark to Purchase In Home Services for the In Home Programs We contract out In Home Services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

SAN JUAN COUNTY
INDEPENDENT CONTRACTOR AGREEMENT
HOME AND COMMUNITY BASED ALTERNATIVES PROGRAM (HCBA)

This Independent Contractor Agreement (“Agreement”) is entered into by and between San Juan County, a political subdivision of the State of Utah (“County”), and Sharmayne Clark (“Contractor”).

This Agreement shall become effective on July 1, 2026, and shall remain in effect through June 30, 2027, unless terminated earlier in accordance with the terms of this Agreement.

ARTICLE 1
SERVICES TO BE PROVIDED

1.01 Scope of Services

Contractor agrees to provide homemaker and companion services for participants in the San Juan County Home and Community Based Alternatives Program (“HCBA Program”) in accordance with the Care Plan developed and assigned by the San Juan County Case Manager.

Contractor shall perform all services in a professional, safe, and lawful manner and in accordance with all applicable federal, state, and local laws, regulations, policies, and program requirements.

1.02 Independent Contractor Status

Contractor is and shall remain an independent contractor and not an employee, agent, or representative of the County. Nothing in this Agreement shall be interpreted to create an employer-employee relationship, partnership, or joint venture between the parties.

Contractor shall not be entitled to County benefits including, but not limited to:

- Retirement benefits
- Health insurance
- Paid leave
- Unemployment insurance
- Worker’s compensation coverage through the County

Contractor shall retain control over the manner and means of performing services under this Agreement, subject to compliance with the Care Plan and applicable program requirements.

1.03 Insurance Requirements

Contractor shall maintain, at Contractor’s sole expense, all insurance required by law and reasonably necessary to perform services under this Agreement, including:

- Commercial General Liability Insurance
- Automobile Liability Insurance, if transporting clients
- Workers Compensation Insurance when required by Utah law

Proof of insurance shall be provided to the County upon request.

1.04 Taxes and Financial Obligations

Contractor shall be solely responsible for payment of all federal, state, and local taxes arising from compensation received under this Agreement, including income taxes and self-employment taxes.

Contractor agrees to indemnify and hold harmless the County from any claims, penalties, interest, or liabilities arising from Contractor’s failure to comply with applicable tax obligations.

1.05 Subcontracting

1.06 Background Checks

Contractor agrees to submit to any background checks, screenings, or verification processes required by the County, Medicaid regulations, or applicable law prior to providing services under this Agreement. The County may terminate this Agreement immediately based upon the results of a background check or failure to comply with screening requirements.

1.07 Audits and Compliance Reviews

Contractor agrees to cooperate fully with audits, inspections, reviews, and monitoring conducted by the County, state agencies, or authorized representatives to ensure compliance with the Care Plan and applicable HCBS program requirements.

Contractor agrees to modify service delivery practices if deficiencies are identified during any review or audit process.

ARTICLE 2
COMPENSATION

2.01 Payment

As compensation for services rendered under this Agreement, the County shall pay Contractor in accordance with the authorized Care Plan and approved service hours.

Payments shall be made monthly following submission and approval of required documentation and billing records.

2.02 No Guarantee of Hours

Nothing in this Agreement shall be construed as a guarantee of minimum hours, referrals, or compensation. Contractor is free to provide services to other individuals or entities during the term of this Agreement.

ARTICLE 3
BUSINESS EXPENSES

3.01 Contractor Expenses

Contractor shall be solely responsible for all costs and expenses incurred in performance of services under this Agreement, including but not limited to:

- Mileage
- Fuel
- Vehicle maintenance
- Cell phone usage
- Supplies
- Licensing costs
- Insurance costs

The County shall not reimburse Contractor for expenses unless specifically authorized in writing.

ARTICLE 4
CONFIDENTIALITY AND RECORDS

4.01 Confidential Information

Contractor shall maintain the confidentiality of all client information and protected health information obtained in the course of providing services under this Agreement.

Contractor shall comply with all applicable federal and state confidentiality laws including HIPAA requirements where applicable.

4.02 Records Retention

requirements.

Such records shall be made available to the County upon request for audit, monitoring, or compliance purposes.

ARTICLE 5 TERMINATION

5.01 Termination for Cause

The County may terminate this Agreement immediately for cause, including but not limited to:

- Failure to comply with the Care Plan
- Abuse, neglect, or exploitation concerns
- Safety concerns involving clients
- Fraudulent billing or documentation
- Failure to maintain required qualifications or insurance
- Failure to pass required background checks
- Violation of applicable law or program requirements

5.02 Termination Without Cause

Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

5.03 Funding Contingency

Continuation of this Agreement is contingent upon the availability of appropriated funds and applicable program funding. The County may terminate this Agreement without penalty if funding becomes unavailable or reduced.

ARTICLE 6 GENERAL PROVISIONS

6.01 Entire Agreement

This Agreement, together with the Care Plan and any written amendments, constitutes the entire agreement between the parties and supersedes all prior oral or written agreements relating to the subject matter herein.

6.02 Modifications

Any modification or amendment to this Agreement must be in writing and signed by both parties. Care Plans may be updated or modified by the County Case Manager and incorporated into this Agreement without requiring execution of a new contract.

6.03 Severability

If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

6.04 Indemnification

Contractor agrees to indemnify, defend, and hold harmless San Juan County and its officers, employees, and agents from and against claims, damages, losses, liabilities, and expenses arising out of Contractor's negligent acts, omissions, or unlawful conduct in performance of this Agreement.

6.05 Governmental Immunity

Nothing in this Agreement shall be construed as a waiver by San Juan County of any protections, rights, defenses, or immunities provided under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-

6.06 Non-Discrimination

Contractor shall comply with all applicable federal and state nondiscrimination laws including:

- Title VI of the Civil Rights Act
- Title VII of the Civil Rights Act
- Americans with Disabilities Act
- Utah Antidiscrimination Act

6.07 Governing Law and Venue

This Agreement shall be governed by the laws of the State of Utah. Venue for any legal action arising under this Agreement shall be in the Seventh Judicial District Court in and for San Juan County, Utah.

SIGNATURES

Executed this ____ day of _____, 2026.

SAN JUAN COUNTY
County Commissioner

Signature

Date

CONTRACTOR
Contractor Signature


Signature

6-1-2026
Date



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2026 Contract with Marilyn Silas to Purchase In Home Services for the In Home Programs

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2026 Contract with Marilyn Silas to Purchase In Home Services for the In Home Programs We contract out In Home Services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

SAN JUAN COUNTY
INDEPENDENT CONTRACTOR AGREEMENT
HOME AND COMMUNITY BASED ALTERNATIVES PROGRAM (HCBA)

This Independent Contractor Agreement (“Agreement”) is entered into by and between San Juan County, a political subdivision of the State of Utah (“County”), and Marilyn Silas (“Contractor”).

This Agreement shall become effective on July 1, 2026, and shall remain in effect through June 30, 2027, unless terminated earlier in accordance with the terms of this Agreement.

ARTICLE I
SERVICES TO BE PROVIDED

1.01 Scope of Services

Contractor agrees to provide homemaker and companion services for participants in the San Juan County Home and Community Based Alternatives Program (“HCBA Program”) in accordance with the Care Plan developed and assigned by the San Juan County Case Manager.

Contractor shall perform all services in a professional, safe, and lawful manner and in accordance with all applicable federal, state, and local laws, regulations, policies, and program requirements.

1.02 Independent Contractor Status

Contractor is and shall remain an independent contractor and not an employee, agent, or representative of the County. Nothing in this Agreement shall be interpreted to create an employer-employee relationship, partnership, or joint venture between the parties.

Contractor shall not be entitled to County benefits including, but not limited to:

- Retirement benefits
- Health insurance
- Paid leave
- Unemployment insurance
- Worker’s compensation coverage through the County

Contractor shall retain control over the manner and means of performing services under this Agreement, subject to compliance with the Care Plan and applicable program requirements.

1.03 Insurance Requirements

Contractor shall maintain, at Contractor’s sole expense, all insurance required by law and reasonably necessary to perform services under this Agreement, including:

- Commercial General Liability Insurance
- Automobile Liability Insurance, if transporting clients
- Workers Compensation Insurance when required by Utah law

Proof of insurance shall be provided to the County upon request.

1.04 Taxes and Financial Obligations

Contractor shall be solely responsible for payment of all federal, state, and local taxes arising from compensation received under this Agreement, including income taxes and self-employment taxes.

Contractor agrees to indemnify and hold harmless the County from any claims, penalties, interest, or liabilities arising from Contractor’s failure to comply with applicable tax obligations.

1.05 Subcontracting

1.06 Background Checks

Contractor agrees to submit to any background checks, screenings, or verification processes required by the County, Medicaid regulations, or applicable law prior to providing services under this Agreement. The County may terminate this Agreement immediately based upon the results of a background check or failure to comply with screening requirements.

1.07 Audits and Compliance Reviews

Contractor agrees to cooperate fully with audits, inspections, reviews, and monitoring conducted by the County, state agencies, or authorized representatives to ensure compliance with the Care Plan and applicable HCBS program requirements.

Contractor agrees to modify service delivery practices if deficiencies are identified during any review or audit process.

ARTICLE 2 COMPENSATION

2.01 Payment

As compensation for services rendered under this Agreement, the County shall pay Contractor in accordance with the authorized Care Plan and approved service hours.

Payments shall be made monthly following submission and approval of required documentation and billing records.

2.02 No Guarantee of Hours

Nothing in this Agreement shall be construed as a guarantee of minimum hours, referrals, or compensation. Contractor is free to provide services to other individuals or entities during the term of this Agreement.

ARTICLE 3 BUSINESS EXPENSES

3.01 Contractor Expenses

Contractor shall be solely responsible for all costs and expenses incurred in performance of services under this Agreement, including but not limited to:

- Mileage
- Fuel
- Vehicle maintenance
- Cell phone usage
- Supplies
- Licensing costs
- Insurance costs

The County shall not reimburse Contractor for expenses unless specifically authorized in writing.

ARTICLE 4 CONFIDENTIALITY AND RECORDS

4.01 Confidential Information

Contractor shall maintain the confidentiality of all client information and protected health information obtained in the course of providing services under this Agreement.

Contractor shall comply with all applicable federal and state confidentiality laws including HIPAA requirements where applicable.

4.02 Records Retention

6.06 Non-Discrimination

Contractor shall comply with all applicable federal and state nondiscrimination laws including:

- Title VI of the Civil Rights Act
- Title VII of the Civil Rights Act
- Americans with Disabilities Act
- Utah Antidiscrimination Act

6.07 Governing Law and Venue

This Agreement shall be governed by the laws of the State of Utah. Venue for any legal action arising under this Agreement shall be in the Seventh Judicial District Court in and for San Juan County, Utah.

SIGNATURES

Executed this _____ day of _____, 2026.

SAN JUAN COUNTY
County Commissioner

Signature

Date

CONTRACTOR
Contractor Signature

Markus Lee

Signature

6-1-26

Date



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2026 Contract with Edward Tapaha to Purchase Translation Services for the In Home Programs

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2026 Contract with Edward Tapaha to Purchase Translation Services for the In Home Programs We contract out translation services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

**San Juan County
Independent Contractor Agreement**

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. 1.01. This Agreement is entered into by and between the San Juan County, State of Utah (hereinafter "County") and Edward Tapaha, (hereinafter "Contractor"). This agreement will become effective on July 1, 2026 and will continue in effect until June 30, 2027

ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. Contractor agrees to perform duties related Translation Services for the San Juan County, Medicaid Aging Waiver Program, Alternatives Program and Caregiver Program.

2.02. Contractor enters into this Agreement, and will remain throughout the term of this agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, any insurance necessary or required for Contractor to perform the services under this contract including but not limited to general liability, automobile, disability, unemployment, and worker's compensation.

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

2.04 Contractor may not subcontract any services to be provided under this Agreement without the express written consent of the San Juan County Case Manager.

2.05 Contractor agrees that it will provide information for, submit to, and authorizes the County to conduct a background check prior to providing service under this Agreement. County may at its sole discretion, terminate this Agreement based on the results of the background check.

ARTICLE 3: COMPENSATION

3.01 As compensation for the services rendered by the Contractor under this Agreement, the County shall pay Contractor the rate of \$15.00 for travel time and meetings with Case Managers. \$25.00 an hour for client visits. There will be a .70 cents per mile, travel fee paid for the translator from home to meeting site.

3.02 Contractor shall not be required to devote full time attention and energy to the performance of Contractor's services pursuant to this Agreement, and this Agreement does not restrict the Contractor from providing similar or other services to the County or others during the term of this Agreement.

ARTICLE 4: BUSINESS EXPENSES

4.01 It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business expenses. Contractor shall be solely liable and responsible for payment of same, and shall indemnify and hold the County harmless from claims made by any entity for payment for such expenses incurred.

ARTICLE 5: GENERAL PROVISIONS

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

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

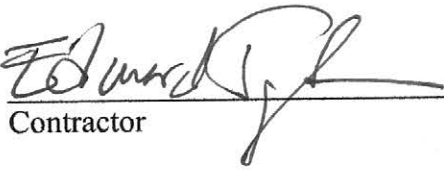
5.03 Severability Clause. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

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

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

This Agreement is executed in the City of Monticello, County of San Juan State of Utah on this Date _____.

County Commissioner
San Juan County



Contractor



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2026 Contract with Catherine Collins to Purchase In Home Services for the In Home Programs

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2026 Contract with Catherine Collins to Purchase In Home Services for the In Home Programs We contract out In Home Services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

SAN JUAN COUNTY
INDEPENDENT CONTRACTOR AGREEMENT
HOME AND COMMUNITY BASED ALTERNATIVES PROGRAM (HCBA)

This Independent Contractor Agreement (“Agreement”) is entered into by and between San Juan County, a political subdivision of the State of Utah (“County”), and Catherine Collins (“Contractor”).

This Agreement shall become effective on July 1, 2026, and shall remain in effect through June 30, 2027, unless terminated earlier in accordance with the terms of this Agreement.

ARTICLE 1
SERVICES TO BE PROVIDED

1.01 Scope of Services

Contractor agrees to provide homemaker and companion services for participants in the San Juan County Home and Community Based Alternatives Program (“HCBA Program”) in accordance with the Care Plan developed and assigned by the San Juan County Case Manager.

Contractor shall perform all services in a professional, safe, and lawful manner and in accordance with all applicable federal, state, and local laws, regulations, policies, and program requirements.

1.02 Independent Contractor Status

Contractor is and shall remain an independent contractor and not an employee, agent, or representative of the County. Nothing in this Agreement shall be interpreted to create an employer-employee relationship, partnership, or joint venture between the parties.

Contractor shall not be entitled to County benefits including, but not limited to:

- Retirement benefits
- Health insurance
- Paid leave
- Unemployment insurance
- Worker’s compensation coverage through the County

Contractor shall retain control over the manner and means of performing services under this Agreement, subject to compliance with the Care Plan and applicable program requirements.

1.03 Insurance Requirements

Contractor shall maintain, at Contractor’s sole expense, all insurance required by law and reasonably necessary to perform services under this Agreement, including:

- Commercial General Liability Insurance
- Automobile Liability Insurance, if transporting clients
- Workers Compensation Insurance when required by Utah law

Proof of insurance shall be provided to the County upon request.

1.04 Taxes and Financial Obligations

Contractor shall be solely responsible for payment of all federal, state, and local taxes arising from compensation received under this Agreement, including income taxes and self-employment taxes.

Contractor agrees to indemnify and hold harmless the County from any claims, penalties, interest, or liabilities arising from Contractor’s failure to comply with applicable tax obligations.

1.05 Subcontracting

1.06 Background Checks

Contractor agrees to submit to any background checks, screenings, or verification processes required by the County, Medicaid regulations, or applicable law prior to providing services under this Agreement. The County may terminate this Agreement immediately based upon the results of a background check or failure to comply with screening requirements.

1.07 Audits and Compliance Reviews

Contractor agrees to cooperate fully with audits, inspections, reviews, and monitoring conducted by the County, state agencies, or authorized representatives to ensure compliance with the Care Plan and applicable HCBS program requirements.

Contractor agrees to modify service delivery practices if deficiencies are identified during any review or audit process.

ARTICLE 2 COMPENSATION

2.01 Payment

As compensation for services rendered under this Agreement, the County shall pay Contractor in accordance with the authorized Care Plan and approved service hours.

Payments shall be made monthly following submission and approval of required documentation and billing records.

2.02 No Guarantee of Hours

Nothing in this Agreement shall be construed as a guarantee of minimum hours, referrals, or compensation. Contractor is free to provide services to other individuals or entities during the term of this Agreement.

ARTICLE 3 BUSINESS EXPENSES

3.01 Contractor Expenses

Contractor shall be solely responsible for all costs and expenses incurred in performance of services under this Agreement, including but not limited to:

- Mileage
- Fuel
- Vehicle maintenance
- Cell phone usage
- Supplies
- Licensing costs
- Insurance costs

The County shall not reimburse Contractor for expenses unless specifically authorized in writing.

ARTICLE 4 CONFIDENTIALITY AND RECORDS

4.01 Confidential Information

Contractor shall maintain the confidentiality of all client information and protected health information obtained in the course of providing services under this Agreement.

Contractor shall comply with all applicable federal and state confidentiality laws including HIPAA requirements where applicable.

4.02 Records Retention

6.06 Non-Discrimination

Contractor shall comply with all applicable federal and state nondiscrimination laws including:

- Title VI of the Civil Rights Act
- Title VII of the Civil Rights Act
- Americans with Disabilities Act
- Utah Antidiscrimination Act

6.07 Governing Law and Venue

This Agreement shall be governed by the laws of the State of Utah. Venue for any legal action arising under this Agreement shall be in the Seventh Judicial District Court in and for San Juan County, Utah.

SIGNATURES

Executed this _____ day of _____, 2026.

SAN JUAN COUNTY
County Commissioner

Signature

Date

CONTRACTOR
Contractor Signature

Catherine Colli
Signature

06-01-2026
Date



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Consideration and Approval of the 2026 Contract with Shelia Knight to Purchase RN Services for the Aging Waiver Program

RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the 2026 Contract with Shelia Knight to Purchase RN Services for the Aging Waiver Program. We contract out home services every year. This is a renewal of the contract.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

State Funding

San Juan County
Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is entered into by and between San Juan County, State of Utah (“County”) and Shelia Knight (“Contractor”).
The effective date of this Agreement shall be July 1, 2026, and unless terminated earlier pursuant to this Agreement, shall continue through June 30, 2027.

ARTICLE 1

SERVICES

1.01 Scope of Services

Contractor agrees to provide services related to the San Juan County Aging Waiver Program, including assessments, reassessments, care plans, client follow-up, and related documentation as assigned by the San Juan County Case Manager(s).

1.02 Independent Contractor Status

Contractor shall perform all services as an independent contractor and not as an employee of the County. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties.

Contractor shall not be entitled to County benefits including, but not limited to:

- Retirement benefits
- Health insurance
- Paid leave
- Workers compensation coverage
- Unemployment insurance

Contractor shall retain control over the methods, means, and scheduling of services provided under this Agreement, subject to compliance with program requirements and applicable laws.

1.03 Licensure and Qualifications

Contractor shall maintain throughout the term of this Agreement all licenses, certifications, training, and qualifications required under federal and Utah law to perform the services contemplated under this Agreement, including any professional nursing licensure requirements applicable under Utah law.

Contractor shall immediately notify the County of any suspension, revocation, investigation, or limitation affecting Contractor’s licensure or ability to perform services.

1.04 Insurance

Contractor shall, at Contractor’s sole expense, maintain all insurance reasonably necessary or required for performance under this Agreement, including but not limited to:

- General liability insurance
- Automobile liability insurance
- Workers compensation coverage, if applicable
- Professional liability insurance, if applicable

Upon request, Contractor shall provide proof of insurance to the County.

1.05 Taxes and Withholding

Contractor shall be solely responsible for payment of all federal, state, and local taxes arising from compensation paid under this Agreement, including income taxes and self-employment taxes. County shall not withhold payroll taxes on behalf of Contractor.

Contractor agrees to indemnify and hold harmless the County from any liability, penalties, interest, or claims arising from Contractor's failure to comply with this provision.

1.06 Subcontracting

Contractor may not subcontract or assign services under this Agreement without prior written approval from the County.

1.07 Background Check

Contractor agrees to submit all information necessary for the County to conduct a background check prior to providing services under this Agreement. Contractor shall comply with all applicable federal and state background screening requirements for individuals providing services to vulnerable adults.

County reserves the right to terminate this Agreement based upon the results of any background check.

1.08 Confidentiality and HIPAA Compliance

Contractor acknowledges that services performed under this Agreement may involve access to confidential or protected information, including protected health information ("PHI").

Contractor agrees to comply with all applicable federal and state confidentiality laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and shall safeguard all confidential information obtained during the course of performing services under this Agreement.

Contractor shall not disclose confidential information except as authorized by law or by the County.

ARTICLE 2

COMPENSATION

2.01 Compensation Rates

As compensation for services rendered under this Agreement, County shall pay Contractor as follows:

Assessments/Reassessments and Care Plans

- \$400.00 per completed assessment/reassessment and care plan for in-home clients located within San Juan County.
- \$450.00 per completed assessment/reassessment and care plan for clients located in Navajo Mountain.

Care Plan Follow-Up Services

- \$25.00 per hour for care plan follow-up services not involving assessments, billed in fifteen (15) minute increments at a rate of \$6.25 per increment.

Data Entry and Client Follow-Up

- \$25.00 per hour for care plan and client follow-up documentation within the data entry system, billed in fifteen (15) minute increments at a rate of \$6.25 per increment.

Mileage Reimbursement

- Contractor shall be reimbursed for authorized use of Contractor's personal vehicle at the current IRS standard mileage reimbursement rate or County-approved reimbursement rate in effect at the time travel occurs.

2.02 Invoicing and Payment

Contractor shall submit invoices and supporting documentation in a form acceptable to the County. Invoices must be submitted quarterly. Payment shall be made in accordance with County procedures and subject to the availability of appropriated funds.

ARTICLE 3

BUSINESS EXPENSES

3.01 Contractor Expenses

Except as otherwise specifically provided in this Agreement, Contractor shall be solely responsible for all expenses incurred in performing services under this Agreement.

Contractor agrees to indemnify and hold harmless the County from claims for payment of expenses incurred by Contractor.

ARTICLE 4

TERM AND TERMINATION

4.01 Term

This Agreement shall begin on July 1, 2026 and continue through June 30, 2027 unless terminated earlier in accordance with this Agreement.

4.02 Termination Without Cause

Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

4.03 Immediate Termination for Cause

County may immediately terminate this Agreement for cause, including but not limited to:

- Loss or suspension of required licensure or certification
- Failure to pass or maintain required background screening
- Breach of confidentiality or HIPAA requirements
- Fraud, misconduct, or negligence
- Failure to comply with program requirements or applicable laws

ARTICLE 5

GENERAL PROVISIONS

5.01 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements relating to the subject matter herein.

5.02 Amendments

Any amendment or modification to this Agreement shall be valid only if in writing and signed by both parties.

5.03 Severability

If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

5.04 Indemnification

To the extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless San Juan County and its officers, employees, agents, and volunteers from and against any and all claims, damages, liabilities, losses, costs, and expenses arising out of Contractor’s performance under this Agreement.

5.05 Governmental Immunity

Nothing in this Agreement shall be construed as a waiver of any protections, rights, or immunities afforded to San Juan County under the Utah Governmental Immunity Act.

5.06 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any action arising out of this Agreement shall be proper only in a court of competent jurisdiction located in the State of Utah.

5.07 Records and GRAMA

Records related to this Agreement may be subject to disclosure pursuant to the Utah Government Records Access and Management Act (“GRAMA”), Utah Code Title 63G, Chapter 2.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates written below.

CONTRACTOR

Shelia Knight

Date: _____

COUNTY

Chair, San Juan County Commission

Date: _____

San Juan County Area Agency on Aging
Date: 6/10/2026



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026
SUBMITTED BY: Tammy Gallegos, Emergency Manger
TITLE: 2026 Basic Emergency Operations Plan Approval
RECOMMENDATION: Approval

SUMMARY

This is the San Juan County Basic Emergency Operations Plan. It is updated bi-annually.

HISTORY/PAST ACTION

We have had this approved every 2 years.

FISCAL IMPACT

None



Emergency Operations Plan 2026

PROMULGATION

This plan was approved by the San Juan County Commission on _____

WHEREAS, San Juan County recognizes it is at risk to a wide range of natural, technological, and man-made hazards and there is a need for ongoing emergency operations planning by all jurisdictions of government within San Juan County; and

WHEREAS, the San Juan County Commission has directed the staff to utilize the resources of the county in an effective manner in the provision of emergency management; and

WHEREAS, staff has drafted the 2026 Emergency Operations Plan to assist the county and its residents to be prepared for and effectively respond to an emergency; and

WHEREAS, this Emergency Operations Plan is needed to coordinate and support county response efforts in the event of an emergency or disaster and during the aftermath thereof; and

WHEREAS, this plan will provide a framework for the departments of the county to plan, and perform their respective emergency functions during a Local, County, State or National emergency or disaster.

WHEREAS, all agencies, departments, and organizations having responsibilities delineated in this Emergency Operations Plan will utilize the National Incident Management System (NIMS); and

WHEREAS, this plan is promulgated as the San Juan County Emergency Operations Plan and complies with all applicable San Juan County regulations and provides policies and procedures to be followed in response to emergencies, disasters and terrorism events.

NOW THEREFORE, BE IT RESOLVED by the Commission of San Juan County, this Emergency Operations Plan as updated is officially adopted,

PASSED AND ADOPTED BY THE SAN JUAN COUNTY COMMISSION, STATE OF UTAH, THIS ____ DAY OF _____

Commission Chairman

ATTEST:

County Commissioner

County Clerk

County Commissioner

APPROVAL AND IMPLEMENTATION

This document is the updated Emergency Operations Plan (EOP) for San Juan County. This EOP supersedes all previous emergency management plans promulgated by the County and establishes the framework for County departments and partner agencies to prepare for, respond to, and recover from disasters and emergencies.

This plan supports ongoing, coordinated emergency operations planning across all County departments and aligns with national preparedness doctrine, including the National Preparedness Goal.

The EOP addresses the five mission areas of emergency management:

- Prevention
- Protection
- Mitigation
- Response
- Recovery

By integrating planning efforts across these mission areas, San Juan County strengthens its ability to protect lives, property, and critical infrastructure while supporting long-term community resilience.

All agencies, departments, and organizations with responsibilities under this EOP will utilize the National Incident Management System (NIMS), including the Incident Command System (ICS), to ensure a coordinated and scalable response.

This EOP is consistent with applicable federal, state, and local statutes. Under Utah Code Title 53-2a-208, the San Juan County Commission and designated officials are authorized to declare a local state of emergency.

This plan is adopted by the San Juan County Commission and will be maintained as a living document. The San Juan County Emergency Manager is authorized to make minor administrative updates as needed. Comprehensive review and updates will occur at least every two years, with revisions submitted to the County Commission for approval.

By acknowledgment of this plan, all assigned agencies and representatives affirm their understanding of and commitment to the roles and responsibilities outlined herein.

DATE APPROVED: _____

County Commission Chairman

County Commissioner

County Commissioner

County Emergency Manager

PLAN ACTIVATION

Once promulgated, this plan may be activated in whole or in part in response to:

- Incidents occurring within or impacting the County
- Emergencies affecting local jurisdictions
- Non-routine or emergent life-safety threats

An official emergency declaration is not required to activate this plan or the Emergency Operations Center (EOC). The Emergency Manager is authorized to implement the EOP as deemed appropriate based on situational needs or at the request of an on-scene Incident Commander.

PLAN ORGANIZATION

This Emergency Operations Plan (EOP) is organized into three primary components:

- Basic Plan (with Appendices)
- Emergency Support Function (ESF) Annexes
- Hazard-Specific Annexes (HA)

Each section serves a specific role in guiding preparedness, response, recovery, and mitigation efforts.

BASIC PLAN

The Basic Plan establishes the framework for emergency operations and outlines the County's emergency management structure. It defines responsibilities, concepts of operations, and coordination protocols across local and external partners.

Key components of the Basic Plan include:

- Concept of Operations outlining County emergency coordination and interagency integration
- Roles and responsibilities for elected officials, departments, and emergency partners
- Description of the County's EOC structure and Incident Command System (ICS) integration
- Hazard and threat overview with planning assumptions based on the most current risk profile
- Disaster intelligence, situational awareness, and communication strategies
- Administrative, financial, and logistical procedures
- Protocols for training, exercises, maintenance, and review of the EOP
- Legal authorities, including declarations, mutual aid activation, and emergency spending protocols

Emergency Support Function (ESF) ANNEXES

The ESF Annexes group County capabilities and resources into functional areas that may be activated during emergency operations. Each ESF assigns lead and support agencies, defines key responsibilities, and outlines escalation procedures when County resources are insufficient.

These annexes also identify integration points with mutual aid partners and outline steps for requesting additional resources from State and Federal agencies.

HAZARD SPECIFIC (HA) ANNEXES

While this EOP supports an all-hazards approach, certain incidents—such as wildfires, hazardous materials releases, or dam failures—require specialized planning.

Hazard-Specific Annexes supplement the Basic Plan by detailing:

- Unique hazard characteristics
- Critical response tasks
- Specialized coordination or resource needs

- Incident-specific communication and evacuation considerations

These annexes are based on the County's most recent Hazard Identification and Risk Assessment (HIRA).

Phases of Emergency Management

This EOP is designed to support comprehensive emergency management across five mission areas, in alignment with national standards and the National Preparedness Goal:

- Prevention – Actions that reduce the likelihood of incidents, especially human-caused threats.
- Protection – Efforts to safeguard residents, infrastructure, and critical services from all hazards.
- Mitigation – Long-term measures to reduce the impact of disasters and minimize recovery costs.
- Response – Immediate activities to protect life, property, and the environment following an incident.
- Recovery – Short- and long-term strategies to restore essential services, rebuild infrastructure, and support community resilience.

Note: More detailed information related to each phase is provided within the ESF Annexes and Hazard-Specific Annexes.

RECORD OF PLAN CHANGES

The County Emergency Manager is responsible for ensuring this plan remains current, relevant, and functional. The plan will be reviewed and updated:

- Biannually, at minimum
- Following exercises, real-world incidents, or organizational changes

Non-substantive changes (e.g., formatting, contact updates, minor clarifications) and updates to annexes or appendices may be made by the Emergency Manager without formal County Commission approval. Major revisions to the Basic Plan require re-promulgation.

All changes will be documented in the table below to ensure accurate distribution and implementation:

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San Juan County Emergency Operations Plan

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Section 1 PURPOSE, SCOPE, SITUATIONS, AND ASSUMPTIONS

1.1 PURPOSE: The primary purpose of the San Juan County Emergency Operations Plan (EOP) is to establish an all-hazards framework for coordinating and managing emergency operations that protect the health, safety, and welfare of County residents. This plan supports activities across all five mission areas of emergency management: Prevention, Protection, Mitigation, Response, and Recovery.

To support this framework, San Juan County adopts the National Incident Management System (NIMS) and the Incident Command System (ICS) as the standard organizational and operational structures for incident management. This approach ensures consistency and interoperability with state and federal partners while providing a unified and scalable structure for managing incidents of any size or complexity.

1.2 SCOPE: This Emergency Operations Plan (EOP) applies to all emergency incidents or planned events that require a coordinated County response due to their complexity, scale, or potential impact—particularly those that exceed the capabilities of routine, day-to-day operations. This may include:

- Natural disasters (e.g., wildfire, flooding, severe weather)
- Technological hazards (e.g., hazardous materials release, utility failure)
- Human-caused events (e.g., acts of violence, transportation incidents)

This plan applies to unincorporated areas, incorporated municipalities, and jurisdictions that coordinate with San Juan County during emergencies. It is intended to complement and support the plans and procedures of:

- Municipal governments and special districts
- State and federal agencies
- Nonprofit and volunteer organizations
- Private-sector and tribal partners

The EOP provides a framework for multi-agency and multi-jurisdictional coordination, defining roles, responsibilities, and lines of authority. County departments and participating agencies operating under this plan are expected to:

- Maintain lines of succession
- Develop and update Standard Operating Procedures (SOPs)
- Ensure appropriate training, staffing, and equipment to support emergency operations

The intended users of this plan include:

- Elected officials
- Department heads and key staff
- Emergency management personnel
- Coordinating response and support agencies
- Other stakeholders involved in emergency operations

Non-sensitive portions of this plan may be made available to the public to support awareness and understanding of how emergency operations are managed in San Juan County.

Legal Disclaimer: This plan is adopted to protect and preserve public peace, health, safety, and welfare and shall be liberally construed to achieve those purposes. Nothing in this plan is intended to create a legal duty or basis for liability on the part of San Juan County, its officers, employees, or agents. The County and its personnel shall not be held liable for any injury or damage resulting from the implementation or failure to implement any provision of this plan.

This plan does not establish any protected class or confer special benefits or protections. Its purpose is to serve the public good through efficient and coordinated emergency management for the entire community.

1.3 SITUATION: San Juan County is located in southeastern Utah and is the largest county in the state by area. The County spans approximately 7,933 square miles, including 113 square miles of water (U.S. Census QuickFacts, 2022).

San Juan County shares borders with 14 counties across four states—the most of any U.S. County:

- Utah: Grand, Emery, Wayne, Garfield, and Kane Counties
- Colorado: Mesa, Montrose, San Miguel, Dolores, and Montezuma Counties
- New Mexico: San Juan County
- Arizona: Apache, Navajo, and Coconino Counties

This geographic location presents unique logistical, coordination, and jurisdictional challenges during emergency response efforts. The County includes a mix of public lands, tribal lands, private property, and critical infrastructure, requiring close coordination with state, tribal, and federal agencies.

[Additional hazard data, vulnerabilities, and assumptions are provided in subsequent subsections.]



Tribal Coordination and Jurisdiction: San Juan County includes areas of three federally recognized tribes:

- The Navajo Nation
- The Ute Mountain Ute Tribe
- The San Juan Southern Paiute Tribe

Emergency or disaster response within tribal lands is coordinated directly by the governing tribal emergency management agency. For the Navajo Nation, emergency response operations are led by the Navajo Nation Department of Emergency Management (NNDEM), located in Window Rock, Arizona. The Utah Navajo Chapters coordinate their emergency needs with NNDEM, which in turn collaborates with the State of Utah for assistance when necessary.

A similar coordination process is followed for the Ute Mountain Ute Tribe and the San Juan Southern Paiute Tribe, with tribal governments acting as the lead response authority and requesting state-level support when local resources are exceeded.

The State of Utah maintains a designated Tribal Liaison Officer who works closely with tribal governments, the State Division of Emergency Management (DEM), and local jurisdictions, including San Juan County, to facilitate coordination, communication, and resource requests during emergency situations.

Historical and Cultural Context: San Juan County derives its name from the San Juan River, which was named by the Dominguez-Escalante expedition. The region is rich in history, originally inhabited by Ancestral

Puebloans (Anasazi), particularly the Basketmaker culture, who left behind extensive cliff dwellings, petroglyphs, and archeological sites throughout the county.

Following the departure of the Anasazi, the area became home to the Ute and Navajo peoples, who still maintain a presence in the region today. The Navajo Nation currently occupies approximately 1.2 million acres in the southeastern part of the county. The Ute Mountain Ute Tribe and San Juan Southern Paiute Tribe also hold portions of land within county boundaries.

The first significant European-American settlement occurred in 1879, when members of The Church of Jesus Christ of Latter-day Saints (LDS) established Bluff Fort. After difficulties irrigating the San Juan River, settlers moved northward to Blanding and Monticello, where agriculture and livestock became primary economic activities. Later, resource extraction industries such as gold, oil and gas, and uranium contributed to economic growth. Today, tourism is also a key economic driver, supported by the county’s scenic landscapes and cultural heritage sites.

Geography and Topography: San Juan County lies within the semi-arid desert region of southeastern Utah and is characterized by diverse terrain and dramatic elevation changes:

- Highest Point: Mount Peale – 12,726 feet
- Lowest Point: Lake Powell – approximately 3,000 feet
- Elevation Ranges:
 - Blanding – 6,106 ft
 - Monticello – 7,070 ft
 - Bluff – 4,324 ft
- Major geographic features include:
 - Mountain Ranges: La Sal Mountains and Abajo (Blue) Mountains
 - Canyonlands: Cedar Mesa, Comb Wash, Natural Bridges, and Hovenweep National Monuments
 - Rivers: Colorado and San Juan Rivers
 - National Parks and Monuments: Canyonlands National Park, Bears Ears National Monument
 - Recreation Areas: Lake Powell and Glen Canyon National Recreation Area
- The county’s landscape includes canyons, cliffs, plateaus, mesas, and river gorges—making emergency access and response planning logistically complex.

Land Ownership and Use: San Juan County comprises approximately 5.1 million acres. Land ownership is predominantly public, with only a small portion in private hands:

Ownership Type	Acres	Percentage
Bureau of Land Management (BLM)	~2.1 million	~41%
Navajo Nation	~1.2 million	~25%
National Park Service (NPS)	~589,000	~12%
U.S. Forest Service (USFS)	~450,000	~9%
State of Utah	~268,000	~5%
Utah State Parks	~3,000	<1%
Private Ownership	~404,000	~8%

Land Use Summary: The following table provides a breakdown of land use by category within San Juan County. These figures reflect the diversity of terrain and resource management areas that influence emergency planning, access, and response strategies:

Land Use	Acres
Forest	1,890,662
Grain Crops	55,117
Conservation Reserve Program	36,079
Grass/Pasture/Hay lands	26,733
Orchards/Vineyards	71
Row Crops	26,557
Shrub/Rangeland	2,937,699
Water	45,629
Developed	4,488
County Total	5,023,035

Note: The dominance of shrub/rangeland and forested areas reinforces the County's susceptibility to wildland fires, drought conditions, and access limitations for emergency responders.

This data supports hazard mitigation planning, resource allocation, and prioritization for both preparedness and recovery operations.

Population and Demographics: Understanding population trends and community demographics is essential to assess the potential impacts of natural hazards and emergencies—both now and in the future.

According to the U.S. Census QuickFacts (2021), the estimated population of San Juan County was 14,489, reflecting a slight decline from the 2020 Census count of 14,518. This decrease is part of a broader trend observed after the County experienced its peak population of 15,358 in 2018. Notably, the population dropped by -5.16% in 2020, marking a reversal after sustained growth from 2015 through 2019.

These population trends have implications for emergency planning, particularly in the areas of:

- Evacuation planning and sheltering needs
- Service delivery in remote or declining areas
- Planning for aging infrastructure and vulnerable populations
- Resource allocation based on changing population centers

Population Trends: San Juan County and Major Communities

Jurisdiction	2015	2016	2017	2018	2019	2020	2021
San Juan County	14,746	15,091	15,207	15,358	15,313	14,518	14,489
Blanding	3,490	3,528	3,552	3,580	3,603	3,375	3,360
Monticello	1,976	1,988	1,995	2,010	2,005	1,939	1,925
Bluff	268	280	295	302	298	241	239

Note: Bluff officially incorporated in 2018. Prior data reflects community estimates.

This demographic context helps emergency planners anticipate future needs and adapt mitigation and preparedness strategies to reflect shifts in population density, urbanization, and service access across the County.

Demographic Trends and Community Profile: Between 2010 and 2020, San Juan County experienced an overall population decrease of -1.55%, despite intermittent periods of growth and decline during that decade. This trend reflects population volatility in rural and remote regions, often influenced by economic shifts, migration, and service availability.

At the municipal level:

- Monticello experienced a -7.51% decline
- Bluff saw a -6.98% decline
- Blanding was the only city in the county to grow, with a modest increase of 0.56%

Gender, Birthplace, and Ethnicity:

- 50.0% of the population is female
- 0.8% of residents are foreign-born (American Community Survey, 2019)

The County is ethnically diverse:

- 48.0% of residents identify as White
- 48.5% identify as American Indian or Alaska Native
- Other racial and ethnic groups make up the remainder

This diversity influences how the County plans for language access, cultural sensitivity, and community-specific emergency messaging.

Racial and Ethnic Distribution in San Juan County
(Top Six Reported Groups, ACS 2019)

Race/Ethnicity	Percentage of Population
American Indian or Alaska Native	48.5%
White (non-Hispanic)	48.0%
Two or More Races	2.4%
Hispanic or Latino (of any race)	2.0%
Native Hawaiian or Other Pacific Islander	0.5%
Black or African American	0.3%

Economic and Infrastructure Overview: As of 2017, San Juan County was the poorest county per capita in the State of Utah and remains one of the poorest counties in the United States. Economic hardship directly impacts the County’s capacity to prepare for, respond to, and recover from disasters.

Despite these challenges, the County continues to pursue development through three mainland-based economic sectors:

- Mineral Resources – including hard rock mining and oil/gas exploration
- Agriculture – primarily livestock and dryland farming
- Tourism – driven by the County’s national parks, monuments, tribal lands, and scenic landscapes

Other contributors to the local economy include:

- Government operations (federal, state, tribal, and local)
- Wildlife and outdoor recreation
- Professional and technical services

Employment and Income: San Juan County's largest employment sectors are:

- Government (federal, state, local, tribal)
- Retail trade
- Health and social services
- Tourism and recreation
- Professional and technical services

As of October 2022 (Utah Department of Workforce Services):

- San Juan County unemployment rate: 4.2%
- State of Utah unemployment rate: 2.1%
- National unemployment rate: 3.7%

Other economic indicators (U.S. Census QuickFacts, 2020):

- Median household income: \$49,690
- Median home value: \$128,700
- Poverty rate: 18.6%

These figures illustrate persistent economic vulnerability that may exacerbate the effects of disasters on residents, particularly those in isolated or underserved communities.

Transportation Infrastructure: San Juan County relies heavily on its road and air transportation systems for emergency access and supply chain continuity.

Airports and Airstrips:

- Paved Runways: Monticello, Blanding, Halls Crossing (Cal Black Memorial), Bluff, Monument Valley
- Unpaved/Dirt Strips: Montezuma Creek, Navajo Mountain, Hite
- Nearest Commercial Airports: Moab (UT), Cortez, Durango, Grand Junction (CO), and Farmington (NM)

Major State Routes in the County:

- U.S. 191 (primary north-south route)
- State Routes: 491, 163, 261, 262, 95, 46, 276

These highways are essential for tourism, commercial transport, and emergency response. The Utah Department of Transportation (UDOT) and San Juan County are the primary roadway maintenance authorities.

Critical Bridges in San Juan County:

- Mexican Hat Bridge (SR-163)
- Bluff/San Juan Island Bridge (SR-191)
- Montezuma Creek Bridge (SR-163)
- San Juan River Crossing at Montezuma Creek
- Oljato Bridge
- Paiute Creek Bridge at Navajo Mountain
- SR-95 Bridge near Hite
- Colorado River Bridge near Moab (outside County but critical for regional access)

Failure of the Moab bridge would cause significant isolation and impact to San Juan County.

Hazard Vulnerability and Mitigation Needs: San Juan County is inherently vulnerable to a wide range of natural, technological, and human-caused hazards that pose serious threats to the health, welfare, economy,

and environment of its communities. The County's size, limited infrastructure, economic constraints, and percentage of federal and tribal lands present unique challenges to response and recovery.

While winter storms, drought, and flooding are the most common recurring threats, wildfires, landslides, and hazardous materials incidents also pose significant risks.

Mitigation planning and strategic investment are essential to reducing long-term hazard impacts in a large, rural county with limited resources and access constraints. Taking a proactive approach strengthens community resilience, reduces future response and recovery costs, protects critical infrastructure, and supports faster, more sustainable recovery across all sectors.

1.4 IDENTIFIED HAZARDS: There are numerous hazards that pose risks to human life, health, property, the environment, and the overall well-being of San Juan County communities. While this plan does not attempt to list every possible hazard, it focuses on those with the greatest potential to cause significant impacts based on the County's unique geography, climate, infrastructure, and population characteristics.

Hazards relevant to emergency planning are typically categorized as natural, technological (manmade), or human-caused. Many hazards are universally applicable, while others—such as flash flooding, landslides, or dam failure—are more geographically or seasonally localized.

The Federal Emergency Management Agency (FEMA) provides a comprehensive overview of hazard types and risk profiles in its *National Risk Index for Natural Hazards* (FEMA, 2022), which serves as a national reference point.

To identify hazards of concern specific to San Juan County, a thorough review and evaluation process was conducted using multiple sources of historical data, scientific analysis, and planning documents. These sources included:

- 2023 San Juan County Pre-Disaster Natural Hazard Mitigation Plan
- San Juan County General Plan (2018)
- Hazard assessments from state, federal, and private-sector agencies
- 72 years of NOAA historical weather data
- Data from the U.S. Geological Survey (USGS)
- Utah Geological Survey (UGS) reports and analyses

Based on this review, the hazards identified as most significant to San Juan County's emergency planning efforts are listed in the following subsections. Each hazard has been further evaluated for probability, extent, vulnerability, and potential impact using a standardized hazard risk assessment methodology detailed in Section 1.5 of this plan.

Natural Hazards: These are weather or climate related hazards that occur naturally and can vary in frequency and severity based on seasonal and environmental conditions.

- Severe Summer Weather
 - Extreme Heat
 - Lightning
 - Hail
 - Tornado
 - Straight-Line Winds

- Severe Winter Weather
 - Extreme Cold
 - Winter Storms
 - Avalanche
- Wildfire
- Flooding
 - River or Stream Flooding
 - Flash Flooding
 - Dam Failure
- Drought
- Infestation
 - Insects (e.g., grasshoppers, bark beetles)
 - Other agricultural and ecological pests

Geological Hazards: These are hazards related to the physical characteristics and processes of the earth, often specific to local soil conditions, elevation, and topography.

- Earthquake
- Landslide
 - Includes debris flows, rockfalls, and soil slippage
- Problem Soils
 - Includes expansive, collapsible, and soluble soils that may cause structural instability or infrastructure damage

Technological (Manmade) Hazards: Hazardous Material Incident

Planning Implications: The occurrence of one or more of the hazards listed above has the potential to create a catastrophic disaster situation, overwhelming the response capabilities of local and even state resources.

While San Juan County is committed to maintaining a coordinated disaster response and short-term recovery capability using local assets, the scale and complexity of most major disasters will likely require external assistance. Mutual aid, regional support, state resources, and non-governmental organizations (NGOs) are essential components of the County's layered response framework.

Emergency and disaster events may also disrupt the normal functions of government, requiring contingency plans to ensure continuity of operations. All County departments and local jurisdictions must develop and maintain standard operating procedures (SOPs) that address:

- Staffing depth
- Lines of succession
- Alternate modes of operation

Due to the County's size and rural nature, it is expected that most natural disasters will isolate at least some areas for a period of time. In such situations, initial response efforts will rely on available local resources, with assistance requested from regional, state, tribal, and nonprofit partners as needed.

San Juan County officials recognize the ongoing threat of major emergencies and disasters and are committed to fulfilling their assigned roles and responsibilities to the maximum extent possible under the circumstances.

1.4.1 Natural Hazard Profiles: Numerous natural hazards exist in San Juan County that can constrain land use. Severe Drought, Wildland Fire, Flooding and Winter Storms

- **Wildland Fire:** Utah’s typical fire season extends from May through October, with lightning strikes responsible for a large number of wildfires. San Juan County contains extensive areas of Wildland-Urban Interface (WUI)—zones where human development meets undeveloped vegetation—which increases the risk to life and property. Drought conditions, wind events, and dry fuels can quickly escalate wildfires beyond local suppression capabilities.
- **Urban Fires:** The risk of large-scale structural fires has been mitigated in recent decades through fire prevention codes and inspection programs. However, incidents involving arson or institutional facilities may still require substantial firefighting resources, potentially straining the system and reducing the County’s capacity to respond to concurrent emergencies.
- **Drought:** Utah is the second driest state in the U.S., with most areas, including San Juan County, receiving less than 13 inches of precipitation annually. Drought is a normal and recurring feature of the climate, resulting from prolonged precipitation deficits. Its severity depends on duration, affected area, and the degree of water shortage. Drought can significantly affect agriculture, water supply, fire risk, and public health. Due to its slow onset, it is often difficult to determine exactly when a drought begins or ends.
- **Landslide:** Landslides are common throughout Utah and can occur without warning. In San Juan County, debris flows, rockfalls, and soil slippage are the most common forms. Triggers include ground saturation from rainfall or snowmelt, irrigation, and geological instability. Landslides can damage roads, utilities, homes, and pose secondary hazards such as flooding.
- **Epidemic/Public Health Emergency:** San Juan County remains vulnerable to emerging and re-emerging infectious diseases, including pandemics, mosquito-borne illnesses, and zoonotic diseases. Recent public health events, including COVID-19, have underscored the need for robust surveillance, response coordination, and public health preparedness. Epidemics can also disrupt the economy, supply chains, and healthcare delivery systems.
- **Flooding:** Despite being located in a semi-arid region, San Juan County is vulnerable to flash flooding, riverine flooding, and snowmelt floods. Monsoonal storms, rapid snowmelt, and runoff from steep terrain can lead to localized but severe impacts, particularly in canyons, low-lying areas, and near waterways. Dam failure also presents a low-probability but high-consequence flooding risk.
- **Snowstorms/Winter Weather:** Severe winter storms can significantly impact transportation, regional commerce, emergency response, and daily life. Heavy snowfall, icy conditions, and extreme cold are not uncommon in the County’s higher elevations, including areas around Monticello and the Abajo and La Sal Mountains. Snow events can isolate communities and delay delivery of critical services.
- **Lightning:** Lightning is a frequent and dangerous hazard, particularly during the summer thunderstorm season. Nationally, lightning causes more deaths annually than tornados or hurricanes. In San Juan County, lightning is also a major ignition source for wildfires and can damage critical infrastructure and communication systems.

1.4.2 Technological Hazards: Technological hazards are typically the result of human-made systems or infrastructure failures. These incidents often occur without warning and can have significant consequences for public health, safety, and the environment. In San Juan County, the most prominent technological hazards include hazardous materials incidents related to both transportation and fixed facilities.

Hazardous Materials: Hazardous materials (HAZMAT) incidents may involve the release, spill, or explosion of dangerous chemicals or substances and can occur:

- On roadways and highways (e.g., U.S. 191, U.S. 491, SR-163, SR-95)
- Along utility or fuel pipelines
- Near agricultural and mining operations
- At industrial, commercial, or municipal sites
- Given the rural and expansive nature of San Juan County, virtually the entire jurisdiction is at risk for a transportation-related hazardous materials incident. Many of these incidents are unpredictable and require specialized response resources that may exceed local capabilities.

Fixed Sites Hazardous Materials Facilities: The San Juan County Emergency Management Department conducts annual reviews of facilities that store or use Extremely Hazardous Substances (EHS), as defined by the U.S. Environmental Protection Agency (EPA). These include:

- Gas stations
- Utility facilities
- Industrial sites

In accordance with EPA's Emergency Planning and Community Right-to-Know Act (EPCRA), the County maintains a hazard analysis and facility-specific emergency response plan, which is updated biennially or as new data becomes available.

These plans support:

- First responder situational awareness
- Resource allocation
- Community and environmental protection
- Regulatory compliance

1.4.3 Human-Caused Hazards: San Juan County recognizes that while it may not be able to prevent all human-caused hazards, it can take proactive steps to reduce their likelihood and minimize potential impacts. The following human-caused hazards have been identified as having the potential to significantly disrupt public safety, government services, infrastructure, and community well-being.

Transportation Incidents: Transportation system disruptions may involve vehicular accidents, aircraft incidents, or extended closures of major highways and routes. San Juan County lacks public railway, bus service, or passenger air transport, meaning residents and visitors rely almost entirely on personal vehicles and commercial freight.

Key routes include:

- U.S. Highway 191 (north-south corridor through Monticello, Blanding, Bluff, and into Arizona)
- U.S. Highway 491 (from the Colorado state line through Monticello)
- State Route 163 (from Montezuma Creek through Bluff to the Arizona border)

Due to the County's remote geography, accidents involving hazardous materials, mass casualties, or prolonged closures could overwhelm local resources. In these situations, mutual aid agreements with neighboring counties, the State of Utah, and federal agencies may be activated.

Civil Unrest: While rare in San Juan County, events such as riots, protests, or looting can strain public safety resources and disrupt community order. Most incidents can be handled using normal law enforcement protocols; however, if the situation escalates, the County Emergency Manager, in consultation with public safety officials, may implement extraordinary measures to protect life and property. These actions may

include activation of the Emergency Operations Center (EOC), public messaging, and deployment of emergency resources as authorized by law.

Terrorism and Domestic Extremism: Terrorism is defined as the use of force or violence against persons or property to intimidate, coerce, or influence political or social agendas. The FBI classifies terrorism as either:

- Domestic Terrorism: Activities directed at local or national targets without foreign involvement
- International Terrorism: Activities directed or inspired by foreign entities or actors

San Juan County could be affected by various forms of terrorism, including:

- Explosives or bombings (the most common U.S. method)
- Attacks on transportation systems or critical infrastructure
- Cyberattacks on utilities or communications
- Biological or chemical weapons (see next section)

Biological and Chemical Weapons: Biological agents (e.g., bacteria, viruses, toxins) and chemical agents (e.g., nerve gas, chlorine, ricin) can be used deliberately or accidentally released, resulting in mass illness, fatalities, or environmental contamination. These agents may:

- Be difficult to detect
- Be used to contaminate food or water supplies
- Have both immediate and delayed health effects

San Juan County relies on coordination with public health, state homeland security, and hazmat teams to respond to such incidents.

Regional and National Incidents: Emergencies or disasters outside of San Juan County may still have significant local impacts. These may include:

- Fuel shortages
- Supply chain interruptions
- Regional economic downturns
- Refugee or evacuee influx from neighboring counties or states

Such incidents require interagency coordination and may require activation of regional response frameworks or federal support mechanisms.

Utility Outages or Shortages: The County's residents and critical facilities depend on public and private utility providers for electricity, water, fuel, and natural gas. Disruptions—especially during extreme heat or cold—can be life-threatening within hours. Most facilities maintain backup power, but these systems are designed for temporary outages only.

The County prioritizes:

- Continuity of government and emergency services
- Coordination with utility providers for rapid restoration
- Public messaging and sheltering options during prolonged outages

Communications Disruptions: Modern communities are highly dependent on reliable telecommunications and internet infrastructure. Disruptions to cellular networks, landlines, broadband, or satellite systems can significantly impair:

- Emergency coordination
- Public warning systems
- Access to 911 services

San Juan County is actively investing in redundant communications systems to ensure continuity during disasters, including support for Emergency Operations Center (EOC) communications during prolonged outages.

1.5 Hazard Assessment: Each hazard identified in this plan was assessed and ranked using a structured methodology consistent with the Threat and Hazard Identification and Risk Assessment (THIRA) process and FEMA Hazard Mitigation Planning guidance. This approach provides a transparent and repeatable process for evaluating risk and prioritizing mitigation actions based on:

- Probability of occurrence
- Extent and catastrophic potential
- Community vulnerability
- Expected impacts

The assessment draws from hazard profile data, historical records, modeling, and input from subject matter experts. The following criteria were applied in the hazard risk evaluation process.

1.5.1 Probability (Likelihood of Occurrence): Each hazard was scored based on the likelihood of a significant event occurring, using historical and probabilistic data:

Probability Rating	Definition	Score
High	Likely to occur annually	3
Medium	Likely to occur within 25 years	2
Low	Likely to occur within 100 years	1
Unlikely	Little to no probability of significant occurrence	0

1.5.2 Extent Intensity: This category includes two sub-criteria: the expected intensity of the hazard and the potential for catastrophic consequences. Measured using historical events or standard scientific scales (e.g., Richter Scale, Fujita Scale, Saffir-Simpson):

Rating	Definition	Score
High	Hazard has high potential intensity	3
Medium	Hazard has moderate potential intensity	2
Low	Hazard has low potential intensity	1
Unlikely	Hazard unlikely to produce measurable intensity	0

Catastrophic Potential: Assesses the scale and reach of disaster consequences:

Rating	Definition	Score
High	High potential for catastrophic impacts	3
Medium	Moderate potential for catastrophic impacts	2
Low	Low potential for catastrophic impacts	1
Unlikely	Virtually no catastrophic potential	0

1.5.3 Vulnerabilities: Vulnerability scores reflect the degree of exposure among people, property, and new development:

Population Exposure:

Rating	Definition	Score
High	≥30% of population exposed	3
Medium	15%–29% exposed	2
Low	≤14% exposed	1
None	No exposure	0

Property Exposure:

Rating	Definition	Score
High	≥25% of property value exposed	3
Medium	10%–24% exposed	2
Low	≤9% exposed	1
None	No exposure	0

Changes in Development:

Rating	Definition	Score
High	Development has significantly increased vulnerability	3
Medium	Moderate increase	2
Low	Minimal increase	1
None	No increase or vulnerability has decreased	0

Weighting:

- Population = Weight **3**
- Property = Weight **1**
- Development Trends = Weight **1**

Note: Asset inventories were used where available. Replacement cost data was not included and has been identified as a data need for future plan updates.

1.5.4 Impact: Impact factors were scored across five sub-categories: underserved populations, property damages, economic losses, future development, and climate change influence.

Underserved/Equity:

Rating	Definition	Score
High	Disproportionate impact likely	3
Medium	Some adverse impacts expected	2
Low	Minimal impacts expected	1
None	No disproportionate impacts	0

Property Damages:

Rating	Definition	Score
High	>\$5M in damages or ≥15% of property value	3
Medium	\$500K–\$5M or 5%–14% of value	2
Low	<\$500K or <5% of value	1
None	Minimal or no property loss	0

Economic:

Rating	Definition	Score
High	>\$10M in losses	3
Medium	\$100K–\$10M in losses	2
Low	< \$100K in losses	1
None	No significant economic loss	0

Future Development:

Rating	Definition	Score
High	Future development significantly increases risk	3
Medium	Moderate increase	2
Low	Minimal increase	1
None	No increase or reduction	0

Climate Change:

Rating	Definition	Score
High	Climate change significantly increases hazard	3
Medium	Moderate increase	2
Low	Minimal increase	1
None	No change in hazard risk	0

Social Vulnerability: refers to the capacity of social groups to anticipate, cope with, resist, and recover from the impacts of natural and human-caused hazards. It is a critical consideration in hazard mitigation and emergency planning, as socially vulnerable populations are more likely to experience disproportionate death, injury, loss, or livelihood disruption during and after disasters.

Social vulnerability is influenced by multiple factors, including but not limited to:

- Income and poverty levels
- Age (e.g., elderly, children)
- Disability
- Access to transportation
- Housing conditions
- Language barriers
- Racial and ethnic disparities

To assess social vulnerability in San Juan County, FEMA's National Risk Index (NRI) and the Social Vulnerability Index (SoVI) developed by the University of South Carolina's Hazards and Vulnerability Research Institute were

used. These tools integrate demographic, economic, and social indicators to quantify vulnerability across geographic areas.

Social Vulnerability for San Juan County, UT | FEMA National Risk Index

Census Tract	Communities in Census Tract	Social Vulnerability Score	Rating
942100	Unincorporated San Juan County	61.35	Very High
942000	Unincorporated San Juan County	58.40	Very High
978200	City of Blanding and Town of Bluff	36.69	Relatively High
978100	City of Monticello	34.08	Relatively Moderate
<i>Social Vulnerability is measured using the Social Vulnerability Index (SoVI) published by the University of South Carolina’s Hazards and Vulnerability Research Institute (HVRI). Source: National Risk Index, 2023d; 2023e</i>			

1.5.5 Community Resilience: Community Resilience measures a community’s ability to prepare for anticipated natural hazards, adapt to changing conditions, and withstand and recover rapidly from disruptions.

Community Resilience for San Juan County, UT | FEMA National Risk Index

Census Tract	Communities in Census Tract	Community Resilience Score	Rating
942100	Unincorporated San Juan County	49.47	Very Low
942000	Unincorporated San Juan County	49.47	Very Low
978200	City of Blanding and Town of Bluff	49.47	Very Low
978100	City of Monticello	49.47	Very Low
<i>Community Resilience is measured using the Baseline Resilience Indicators for Communities (HVRI BRIC) published by the University of South Carolina’s Hazards and Vulnerability Research Institute (HVRI). Source: National Risk Index, 2023a; 2023d</i>			

1.5.6 Expected Annual Loss: The table below shows the overall expected annual loss score for the entire county based on all natural hazards. Hazard-specific scores are included in each hazard chapter under *Impacts & Loss Estimates*.

Expected Annual Loss for San Juan County, UT | FEMA National Risk Index

Census Tract	Communities in Census Tract	Expected Annual Loss Score	Rating
942100	Unincorporated San Juan County	16.33	Relatively Low
942000	Unincorporated San Juan County	15.53	Relatively Low
978200	City of Blanding and Town of Bluff	18.88	Relatively Low
978100	City of Monticello	17.47	Relatively Low

Census Tract	Communities in Census Tract	Expected Annual Loss Score	Rating
<p><i>Expected Annual Loss scores are calculated using an equation that combines values for exposure, annualized frequency, and historic loss ratios (Expected Annual Loss = Exposure × Annualized Frequency × Historic Loss Ratio). Source: National Risk Index, 2023c; 2023d</i></p>			

1.5.7 Overall NRI Score: The table below shows the overall FEMA National Risk Index Score for the entire county based on all natural hazards. Hazard-specific scores are included in each hazard chapter under *FEMA NRI Score*.

Overall National Risk Index Score for San Juan County, UT

Census Tract	Communities in Census Tract	FEMA National Risk Index Score	Rating
942100	Unincorporated San Juan County	32.57	Relatively High
942000	Unincorporated San Juan County	29.49	Relatively High
978200	City of Blanding and Town of Bluff	22.53	Relatively Moderate
978100	City of Monticello	19.36	Relatively Moderate
<p><i>Risk Index scores are calculated using an equation that combines scores for Expected Annual Loss due to natural hazards, Social Vulnerability, and Community Resilience (Expected Annual Loss x Social Vulnerability / Community Resilience = Risk Index). Source: National Risk Index, 2023b; 2023d</i></p>			

1.5.8 Overall Risk Scores

2023 Hazard Risk Scores for San Juan County

Hazard Event	Probability	Consequence				Total Risk Score (Probability x Consequence)
	Probability Factor	Sum of Weighted Extent Factors	Sum of Weighted Vulnerability Factors	Sum of Weighted Impact Factors	Consequence Score	
Wildfire	3	12	8	13	33	59
Winter Storm	3	6	15	11	32	57
Drought	3	15	6	9	30	54
Flash Flood	3	9	8	12	29	53
Straight-Line Wind	3	9	10	7	26	48
Extreme Cold	3	6	9	10	25	46
Earthquake	2	9	15	6	30	38

Hazard Event	Probability	Consequence				Total Risk Score (Probability x Consequence)
	Probability Factor	Sum of Weighted Extent Factors	Sum of Weighted Vulnerability Factors	Sum of Weighted Impact Factors	Consequence Score	
Hazardous Material Incident	3	9	5	3	17	33
Hail	2	6	10	5	21	28
Infestation	3	9	0	4	13	26
Avalanche	2	6	5	2	13	18
Landslide	2	3	6	3	12	17
Dam Failure	1	9	6	8	23	16
Extreme Heat	1	3	9	8	20	14
Lightning	2	3	5	2	10	14
River or Stream Flood	1	3	6	5	14	10
Tornado	1	3	5	6	14	10
Problem Soils	1	3	6	0	9	7

Hazard Risk Scores Legend

Probability Factor		Sum of Weighted Extent Factors		Sum of Weighted Vulnerability Factors		Sum of Weighted Impact Factors		Consequence Score		Total Risk Score	
1	Low (L)	0–6	Low (L)	0–6	Low (L)	0–8	Low (L)	0–25	Low (L)	0–25	Low (L)
2	Medium (M)	7–12	Medium (M)	7–12	Medium (M)	9–16	Medium (M)	26–45	Medium (M)	26–60	Medium (M)
3	High (H)	13–18	High (H)	13–18	High (H)	17–24	High (H)	46–60	High (H)	61–100	High (H)

**The legend—specifically the assignment of low, medium, and high—provides an additional means to qualitatively assess the Probability Factor, sum of Weighted Extent, Vulnerability, and Impact Factors, and the Total Risk Scores for each hazard. The Consequence Score represents the sum of the Extent, Vulnerability, and Impact Factors. The Total Risk Score is a measure of Probability and Consequence.*

1.5.9 PROTECTION OF CRITICAL INFRASTRUCTURE AND KEY RESOURCES: Critical Infrastructure and Key Resources (CIKR) are the physical and cyber systems, assets, and networks essential to the security, public health, safety, and economic vitality of San Juan County. Disruption, degradation, or destruction of these resources may result in cascading impacts, including service outages, economic loss, threats to life and property, and long-term disruption of community stability.

Protecting CIKR is essential to maintaining community resilience and ensuring continuity of operations before, during, and after disaster events.

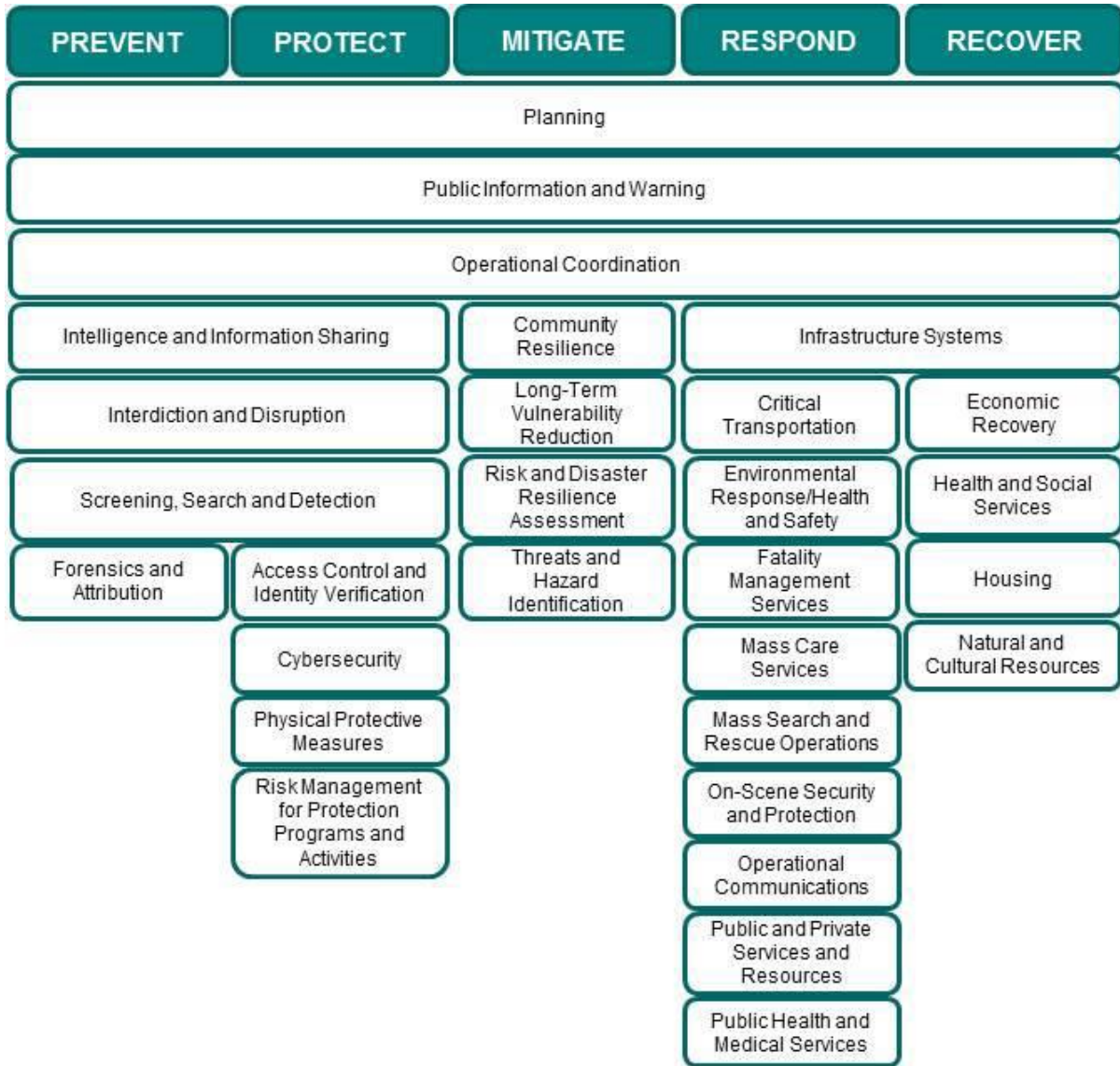
Key facilities and systems considered in infrastructure protection planning include:

- Hazardous Materials Facilities – Locations that produce, store, or handle volatile, flammable, explosive, toxic, or water-reactive substances
- Government Facilities – Administrative offices, courts, and service centers necessary for continuity of government operations
- Medical and Residential Care Facilities – Hospitals, clinics, nursing homes, and long-term care facilities serving medically dependent or vulnerable populations
- Emergency Services Infrastructure – Law Enforcement, Fire, and EMS facilities, equipment yards, and Emergency Operations Centers (EOCs) that must remain operational during incidents
- Utility and Infrastructure Systems – Water, wastewater, electric, and fuel systems critical to sustaining community functionality and recovery
- Communications and Cyber Systems – Radio systems, towers, fiber networks, data systems, and servers supporting public safety and government operations

1.6 CAPABILITY ASSESSMENT: San Juan County’s ability to prepare for, respond to, and recover from hazard events is directly influenced by the availability of physical and human resources. A capability assessment identifies current strengths and limitations within the County’s emergency management system and informs planning, training, and investment priorities.

Resource limitations and operational considerations include:

- Availability of trained personnel, specialized equipment, and response assets may constrain the County’s ability to sustain emergency operations independently
- Response capability may be further reduced during staffing shortages, including:
 - Employee leave (vacation or illness)
 - Position vacancies
 - Budgetary furloughs or restrictions
- Mutual aid agreements, interlocal cooperation, and state and federal support are essential to supplement local capacity during large-scale or prolonged incidents
- Ongoing evaluation of training, equipment inventories, communication systems, and facility capabilities is necessary to maintain operational readiness
- To support preparedness, San Juan County will conduct regular capability assessments to identify gaps in resources, staffing, and infrastructure, and to prioritize mitigation strategies, training efforts, and funding opportunities.



1.7 MITIGATION OVERVIEW: Based on the preceding hazard analysis and risk assessment, San Juan County has identified and prioritized mitigation activities aimed at reducing risks to life, property, and essential services. These activities are guided by the San Juan County Pre-Disaster Hazard Mitigation Plan and are a core component of the County's comprehensive emergency management framework.

Mitigation efforts focus on reducing the impacts of hazard events through proactive planning, policy development, infrastructure improvements, and public outreach. These actions are intended to reduce exposure, lower the likelihood of impacts, and lessen the consequences of disasters.

Mitigation activities may occur:

- Before an incident – as proactive measures to prevent damage or loss
- During an incident – when integrated into response efforts to reduce cascading impacts
- After an incident – as part of recovery to reduce future risk and prevent recurrence

Mitigation actions may be implemented at the federal, state, county, tribal, municipal, or special district level and are most effective when coordinated across jurisdictions and with non-governmental partners.

The purpose of San Juan County's mitigation strategy is to:

- Protect the lives and safety of residents, visitors, and emergency responders
- Safeguard critical infrastructure and essential public facilities
- Reduce economic disruption and maintain continuity of government
- Protect private property and community investments
- Preserve natural resources and support environmental stewardship
- Promote a culture of preparedness and resilience

These goals are implemented through specific projects, plans, and policies outlined in the San Juan County Pre-Disaster Hazard Mitigation Plan, which serves as the County's primary guide for hazard-specific mitigation strategies.

San Juan County is committed to integrating mitigation into all phases of emergency management, prioritizing long-term risk reduction and community resilience alongside response and recovery efforts.

1.7.1 Mitigation Planning Process and Coordination: The San Juan County Emergency Manager is responsible for overseeing the development, maintenance, and periodic update of the San Juan County Pre-Disaster Hazard Mitigation Plan (HMP). The HMP is developed through a collaborative, multi-jurisdictional planning process that engages a broad range of stakeholders, including representatives from municipalities, tribal governments, special service districts, county departments, and state and federal agencies.

The planning process is designed to:

- Encourage broad-based participation
- Integrate with existing local and regional planning efforts
- Minimize duplication of effort
- Ensure consistency with Disaster Mitigation Act of 2000 requirements

Upon completion of the draft, the plan is made publicly available through the San Juan County website to allow for community review and comment. Public input is encouraged and incorporated where appropriate. The final draft is then submitted for review and approval by FEMA Region VIII in coordination with the Utah Division of Emergency Management (UDEM).

The approved HMP serves as the County’s roadmap for identifying and prioritizing strategies to reduce risk. A complete list of mitigation goals, objectives, and action items is provided in the most current version of the plan.

The HMP is a foundational component of San Juan County’s emergency management program and directly supports the mitigation mission area of this Emergency Operations Plan.

1.7.2 PLANNING ASSUMPTIONS: This Emergency Operations Plan (EOP) is developed with the following assumptions and limitations. These assumptions are critical for understanding the context under which the plan is designed to function and the expected operating conditions during an emergency or disaster event.

These assumptions are organized into the following categories to reflect the operational, environmental, and resource conditions that influence emergency management in San Juan County.

General Assumptions

- A major disaster may occur at any time and in any location within or near San Juan County. Many such incidents may occur without warning, while others may allow for limited time to implement readiness measures.
- All emergencies and disasters begin at the local level. Local governments—including the County and special districts—retain responsibility for managing the incident throughout the response and recovery phases. While higher levels of government may assist, substantial state support may not be available for 24–36 hours after the incident, and federal assistance may take 48–72 hours or longer to arrive.
- Emergencies and disasters have the potential to cause significant human suffering, death, injury, property damage, economic loss, and disruption of public services.
- Cross-jurisdictional and interagency collaboration—including information sharing between local, state, tribal, federal, private-sector, and non-governmental organizations—is essential for effective response and a shared operating picture.
- Depending on the severity of the event, any and all County departments may be mission-tasked and redirected to emergency functions under the leadership of the San Juan County Board of Commissioners.
- Hazardous conditions may persist after the initial disaster impact, potentially increasing the risk of secondary injuries or fatalities.
- Due to the County’s size, terrain, and limited infrastructure, portions of San Juan County may become isolated for extended periods during an incident, requiring local resources and populations to operate independently until assistance can arrive.
- Medical surge capacity within San Juan County is limited. Significant incidents may require rapid coordination with regional healthcare partners, and patient transport may be delayed due to distance, weather conditions, and limited availability of ground and air medical resources.

Operational & Resource Assumptions

- Essential County services will be maintained as long as conditions allow.
- A coordinated response will involve County departments, volunteer groups, private-sector partners, and mutual aid agreements.
- All emergency personnel are trained in and will operate under NIMS/ICS principles.
- Responding agencies will use existing procedures unless modified for the emergency.

- Emergencies may require State or Federal assistance, but the County must first exhaust all local resources and mutual aid agreements.
- In a catastrophic incident, San Juan County may need to operate independently for several hours, days, or weeks.
- Seasonal fluctuations and tourism may increase population, complicating emergency support for non-residents.
- All or part of the County may be affected by an environmental or technological hazard.
- Critical County resources, including communication and work centers, may be damaged or destroyed.
- Effective operations are dependent on public officials, responders, and volunteers being:
 - Familiar with policies and procedures
 - Assigned pre-designated roles
 - Trained in emergency responsibilities
- County emergency management follows a bottom-up resource escalation model: local → county → state → federal.
- Federal reimbursement and recovery aid requires strict compliance with federal processes and documentation.
- San Juan County will make every reasonable effort to respond, but damage or exhaustion of resources may limit capability.
- Functions outlined in this EOP will be carried out only to the extent allowed by available resources at the time.
- Infrastructure damage may result in:
 - Inaccessible areas
 - Reduced response effectiveness
 - Prolonged service interruptions
 - Long-term economic losses
- Due to the County's rural and remote characteristics, significant external support may be delayed for an extended period of time.
- Delays in external aid reinforce the need for individual and family preparedness.
- All residents are strongly encouraged to maintain supplies to support at least two weeks of self-sufficiency in the aftermath of a disaster.

Evacuation & Shelter Assumptions

- Effective evacuation planning is feasible for predictable events; however, most disasters in San Juan County are unpredictable and allow minimal warning time.
- Evacuation decisions, including shelter-in-place, must be flexible and based on real-time hazard assessments. Evacuation plans should be phased, tiered, and include:
 - Trigger points for decision-making
 - Pre-designated safe zones and routes
 - Provisions for foot travel if roads are impassable
- All jurisdictions within the County are expected to provide support to local evacuation orders and activities.

Emergency Operations Center (EOC) Assumptions

- Activation of the Emergency Operations Center (EOC) in San Juan County is authorized by the County's designated emergency management authority, typically the Emergency Manager or their

designee, under the direction of the County Commission in accordance with Utah Code Title Chapter 2a (Emergency Management Act).

- The EOC may be activated when an incident exceeds or is anticipated to exceed the capabilities of routine field operations, requires multi-agency coordination, or necessitates policy-level support and resource prioritization.
- Initial activation may occur at the request of the Incident Commander through a request for coordination support, with final authority resting with county leadership.
- Activation levels will be scalable based on incident complexity, ensuring timely coordination of resources, information sharing, and support to field operations.
- The San Juan County EOC will be activated and staffed as needed using the Emergency Support Function (ESF) model.
- Each primary ESF agency will coordinate planning and operations for its assigned area and support agencies.

Public Preparedness & Security Assumptions

- Effective preparedness depends on ongoing public education and awareness to inform citizens of their roles and responsibilities during emergencies.
- Event impacts will vary based on multiple factors, including:
 - Time of day
 - Weather conditions
 - Building density and construction
 - Presence of cascading events (e.g., fires, floods, utility outages)
- Threats may originate from domestic or international sources, with or without warning.
- A terrorist attack involving weapons of mass destruction (WMDs) could result in cascading consequences such as radioactive fallout or hazardous contamination.
- Information from the Department of Homeland Security, state partners, and law enforcement agencies will be monitored to maintain situational awareness and support threat-informed decision-making.

1.8 Individuals with Access and Functional Needs: At-risk individuals are those who have access and functional needs that may interfere with their ability to receive, access, or act on essential services before, during, or after a disaster or emergency. These individuals may not require medical care in all instances but may need additional support to maintain health, safety, and independence during emergency operations.

Definition of Access and Functional Needs:

The term “access and functional needs” refers to a broad set of requirements that may affect individuals regardless of diagnosis, status, or label:

- Access-Based Needs include the ability to obtain essential services such as transportation, social services, medications, accommodations, and accessible information.
- Functional Needs refer to physical, cognitive, emotional, or sensory limitations that require support before, during, and/or after a disaster or public health emergency.

Consistent with the 2013 Pandemic and All-Hazards Preparedness Reauthorization Act, at-risk individuals may include:

- Children and older adults
- Pregnant women and nursing mothers
- Individuals with physical, developmental, behavioral, or mental disabilities
- Individuals in institutional or congregate care settings

- People with limited English proficiency or from culturally diverse backgrounds
- Individuals who are transportation-disadvantaged or lack access to personal vehicles
- Individuals experiencing homelessness
- Individuals with chronic medical conditions or pharmacological dependencies

Planning Considerations for Access and Functional Needs:

Effective emergency management must account for the following functional areas:

Communication

- Ensure timely and accessible communication for individuals who:
 - Are deaf or hard of hearing
 - Use American Sign Language
 - Have limited English proficiency
 - Are blind or have low vision
 - Have cognitive or developmental disabilities
- Provide information in multiple formats, including audio, braille, large print, plain language, and translation services

Maintaining Health

- Some individuals rely on Personal Assistance Services (PAS) for activities of daily living (e.g., grooming, toileting, eating, mobility)
- Plans should include mechanisms to ensure continuity of these services

Independence

- Many individuals maintain independence through:
 - Consumable medical supplies (e.g., bandages, adult diapers, feeding formulas)
 - Durable medical equipment (DME) (e.g., wheelchairs, walkers, oxygen concentrators)
 - Service animals
- Disruption of these supports may significantly impact their ability to function

Services and Support

- Behavioral and mental health services may be required for individuals with psychiatric conditions, dementia, or developmental disabilities
- Infants, children, pregnant individuals, and nursing mothers may require specialized support

Transportation

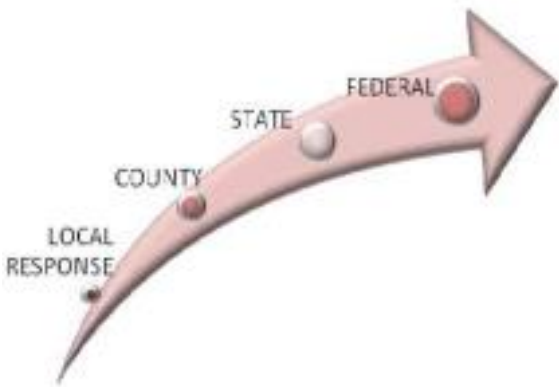
- Barriers to transportation may include age, disability, injury, poverty, legal restrictions, or lack of access to a vehicle
- Emergency plans should include accessible transportation and non-traditional transport options

Demographics and Implications in San Juan County

According to the U.S. Census Bureau, approximately 12.5% of San Juan County residents under the age of 65 report living with a disability. This represents a significant portion of the population whose needs must be considered across all phases of emergency management—preparedness, response, recovery, and mitigation. These individuals may:

- Require additional time to evacuate
- Need accessible sheltering options
- Face increased risk of adverse health outcomes if support systems are disrupted

Planning for access and functional needs is not only a best practice—it is a legal and ethical requirement under federal non-discrimination laws, including the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973.



Phases of Emergency Management
 Emergency operations involve much more than responding to an incident when it occurs. In alignment with national preparedness doctrine, emergency management encompasses five mission areas: prevention, protection, mitigation, response, and recovery. These mission areas represent a continuous and integrated approach to reducing risk, protecting lives and property, and supporting community resilience before, during, and after incidents.



In the absence of a declared disaster or local state of emergency, emergency response within San Juan County—including EMS, fire, law enforcement, emergency management, and public works—operates under existing legal authorities and established local policies within their respective jurisdictions. Mutual aid and shared response responsibilities are supported through pre-established interlocal agreements and do not require a formal emergency declaration to be activated.

San Juan County Emergency Management maintains situational awareness of local incidents through coordination with dispatch, partner agencies, and available monitoring systems, and is prepared to provide Emergency Operations Center (EOC) coordination support as needed.

The San Juan County EOC may be activated and its operational level adjusted to support local jurisdictions during significant incidents, planned events, or complex emergencies requiring multi-agency coordination, regardless of whether a formal emergency declaration has been issued.

2.1 Emergency Operations Plan Implementation: This Emergency Operations Plan (EOP) is maintained in a constant state of readiness and is considered operational at all times. Activation levels may be increased under the following conditions:

- An incident occurs or is imminent that requires coordination beyond routine response
- A local or state emergency declaration is issued, requiring a coordinated multi-agency response
- At the direction of the County Emergency Manager or designee, based on evolving threats, anticipated impacts, or operational needs

Changes in activation levels will be communicated to responding agencies and stakeholders through established notification systems and coordination channels.

2.2 Declaring a Local State of Emergency: The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.), commonly known as the *Stafford Act*, authorizes the President of the United States to issue major disaster or emergency declarations before or after catastrophic incidents. These declarations activate the provision of federal assistance programs intended to protect life, property, and public health, and to prevent or reduce the severity of further impacts.

At the local level, disasters often evolve rapidly—beginning as small-scale events and escalating quickly—or may occur with little or no warning. As incidents develop, the following actions typically occur and may lead to a formal emergency declaration:

- Initial Incident Monitoring: San Juan County Emergency Management (SJEM) begins monitoring as soon as an incident occurs or is reported.
- EOC Standby: The Emergency Operations Center (EOC) may be placed on standby or partially staffed for situational awareness.
- Preliminary Damage Assessment (PDA): Initial damage estimates and impact assessments are collected and documented when possible.

When conditions meet the criteria for local emergency powers, the San Juan County Emergency Manager may recommend the issuance of a local state of emergency. Under Utah Code § 53-2a-208, the San Juan County Commission has the authority to formally declare a local emergency and assumes overall responsibility for managing response and recovery operations under such a declaration.

Local emergency declarations are time-limited and subject to the following requirements:

- Local emergency declarations expire after 30 days unless formally ratified by the County Commission.

Emergency Proclamation Requirements

The emergency proclamation filed with the San Juan County Clerk shall include, at a minimum:

- A description of the nature and cause of the emergency;
- The specific area(s) of the county affected or threatened;
- The conditions that prompted the declaration;
- The anticipated or initial duration of the emergency.

Supporting documentation will be maintained by the Clerk/Auditor's Office to justify the declaration, assist in cost recovery, and support applications for disaster relief funding.

Once a local declaration is made:

- The San Juan County Emergency Operations Center (EOC) coordination and support function be fully activated;
- Damage assessments will be submitted regularly to the Utah Division of Emergency Management (DEM);
- Resource requests may be submitted through SJEM to the State EOC;
- Local departments and partner agencies may deploy available resources to support response, recovery, and mitigation operations.

Federal Disaster Declaration Considerations

While a local declaration initiates county-level emergency authorities, the State and Federal governments use additional criteria when considering requests for disaster assistance.

FEMA does not use fixed formulas alone when recommending Presidential disaster declarations. Instead, it evaluates multiple factors, including:

- Scope of damage: Number and severity of homes or businesses damaged or destroyed.
- Infrastructure impacts: Effects on utilities, water systems, roads, and critical facilities (e.g., hospitals, schools).
- Threats to public health and safety.
- Operational disruption: Impacts to essential government services.
- Federal capability requirements: Need for unique federal response assets.
- Damage dispersion: Concentration vs. wide area of damage.
- Insurance coverage: Degree to which damages are uninsured or underinsured.
- Availability of assistance from other sources: Voluntary, nonprofit, private sector, and other government levels.
- Previous commitments: Local and state commitments in recent undeclared events.
- Disaster frequency: Recent history of disaster events in the jurisdiction.

Note: These criteria are not all-inclusive, as the unique characteristics of each disaster may influence the final determination.

2.3 Local Government Resources: Local governments are expected to utilize their own resources first when responding to emergencies or disasters. This includes personnel, equipment, and capabilities within their jurisdiction. If the scope or severity of an incident overwhelms—or is expected to overwhelm—local capacity, assistance may be requested from San Juan County Emergency Management (SJEM) for coordination, support, and resource integration. In large-scale or complex incidents, state and federal resources may also be constrained, particularly when multiple jurisdictions are impacted simultaneously. For this reason, each jurisdiction within San Juan County should maintain and regularly update a sustainable program across all core mission areas:

- Mitigation
- Preparedness
- Response
- Recovery

These capabilities support continuity of operations and strengthen local resilience, particularly during the initial phases of an incident when outside assistance may be delayed.

Federal and State Coordination

The Federal Emergency Management Agency (FEMA) coordinates the federal government's role in disaster response and recovery. The State of Utah, through the Division of Emergency Management (DEM), serves as the primary conduit for state-level coordination and for processing requests for federal assistance.

This coordination applies across all phases of emergency management and to incidents that are:

- Natural (e.g., wildfire, earthquake, flood)
- Technological (e.g., cyberattack, infrastructure failure)
- Human-caused, including acts of terrorism

Federal Declaration Considerations

When incident conditions warrant, San Juan County may initiate a local disaster declaration in accordance with established procedures. Documentation will be developed to support state and federal evaluation processes under the Stafford Act.

Requests for federal assistance are submitted by the Governor through the State of Utah following joint preliminary damage assessments and verification that the incident exceeds state and local capabilities. By proactively managing local resources and aligning with state and federal processes, San Juan County strengthens coordination, supports timely resource integration, and improves access to supplemental assistance when needed.

2.4 Emergency Operations Center: The San Juan County Emergency Operations Center (EOC) serves as the central coordination hub for all county-wide disaster response and recovery activities. The primary EOC is located at:

881 E Center Street, Monticello, UT

In the event that this facility becomes inaccessible or non-operational due to an emergency or disaster, the alternate EOC location is:

684 Hideout Way, Monticello, UT

(Shared facility with the City of Monticello)

There is also a Mobile Command Post located at:

881 E Center Street, Monticello, UT

Purpose and Function

The Emergency Operations Center (EOC) serves as a centralized coordination point during emergency situations and is activated to:

- Facilitate interagency coordination and information sharing
- Support Incident Command with situational awareness and resource coordination
- Coordinate public information, messaging, and protective actions
- Provide County Commissioners with timely updates to support informed decision-making

During activation, the EOC functions as the focal point for strategic coordination and support to field operations. While timely decision-making is critical, all actions will emphasize coordinated communication, life safety, incident stabilization, and effective resource management.

2.5 Escalation of Levels in the Emergency Operations Center: The activation level of the San Juan County Emergency Operations Center (EOC) may be increased at the discretion of the County Commission, the Emergency Manager, or their designees, based on the scope, complexity, or anticipated impact of an incident.

Escalation occurs when an incident requires enhanced coordination, expanded situational awareness, or centralized support to field operations.

EOC Activation May Be Increased Under the Following Conditions:

- A known or imminent incident requiring interagency coordination
- A request from a local jurisdiction or department due to resource limitations
- A situation requiring expanded operational support or coordinated public information
- As part of a local emergency declaration or during a declared disaster

Planned Event Coordination

In addition to emergency incidents, San Juan County Emergency Management may activate or partially activate the EOC to support planned events that require elevated coordination or operational oversight. These activations support proactive management of public safety risks and resource needs.

Examples of Planned Events That May Warrant EOC Activation:

- Public demonstrations or protests
- Political rallies or motorcades
- Community fairs and festivals
- Parades or large holiday events
- Concerts or large-scale entertainment events
- Rodeos or sporting events with regional attendance

Departments anticipating the need for EOC-level coordination for a planned event should submit a request to the Emergency Manager as early as possible in the planning process.

2.6 EOC Levels of Operation: San Juan County Emergency Management utilizes a tiered system of Emergency Operations Center (EOC) activation levels based on the severity, scope, and complexity of an incident. These levels provide a scalable framework to support coordination, situational awareness, and resource management, ensuring an effective and sustained response.

The Emergency Manager, or designee, determines the appropriate level of activation based on situational analysis, incident complexity, and identified resource needs. Activation levels may be increased or decreased as incident conditions evolve.

2.6.1 EOC Representation: For the purposes of this plan, “representation in the EOC” refers to the method by which Emergency Support Functions (ESFs), departments, or partner agencies participate in coordination and information sharing during an activation.

Representation may include one or more of the following, based on the activation level, incident complexity, and resource availability:

- **In-Person Representation:**
A designated individual physically reports to and operates from the EOC.
- **Virtual Representation:**
Participation through phone, radio, video conferencing, or other communication systems while remaining at the agency’s primary location.
- **On-Call / Standby Representation:**
An identified point of contact is available to provide information, coordinate resources, or respond to EOC requests as needed.
- **Liaison Role:** A designated individual serves as the primary coordination link between their agency and the EOC, ensuring timely communication, situational awareness, and resource coordination.

The type and level of representation will be determined by the Emergency Manager based on incident nature, operational tempo, and available resources. This flexible approach ensures effective coordination while recognizing staffing limitations and the geographic challenges of San Juan County.

EOC Activation Levels Summary

Level	Activation Status	Description
Level I: Full-Scale Activation	Full activation of EOC staff and all Emergency Support Functions (ESFs).	Major emergency or disaster (Type I or II incident). 24/7 operations likely. County resources are fully engaged. State and federal assistance may be required.
Level II: Partial Activation	Select EOC positions and applicable ESFs are activated.	Significant event requiring limited multi-agency coordination (Type II or III incident). May include incidents with limited geographic impact or short duration.
Level III: Limited Activation	Minimal EOC staffing, situational awareness maintained.	Minor incident or pre-planned event with potential impacts. Enhanced monitoring, inter-agency coordination, or public information support may be needed. (Type III or IV)
Level IV: Daily Operations / Monitoring	Routine operations. Virtual monitoring and information sharing.	No active incident. EM staff maintain readiness, monitor emerging threats, and coordinate preparedness activities. (Type IV or V event or steady-state)

2.7 Levels of Emergencies/Disaster and Corresponding Actions

2.7.1 Level 1: Full Activation of the Emergency Operations Center (EOC) involving all Incident Command System (ICS) EOC support positions and Emergency Support Functions (ESFs). This level is initiated in response to major natural or manmade events that require a countywide, multi-agency response. The public may require assistance with evacuation, sheltering, and sustained recovery operations. The EOC supports field operations and does not replace on-scene Incident Command. Typically associated with Type I or Type II incidents.

Operational Details:

- All primary and support ESF agencies identified in the County Emergency Operations Plan (EOP) are notified and activated.
- San Juan County Emergency Management staff, affected ESFs, and partner agencies will provide representation in the EOC as required.
- The EOC is operational on a 24-hour, 7-day schedule due to the severity or imminent threat of the incident.
- An ICS-aligned structure is implemented within the EOC to support coordination, planning, and resource management.
- The EOC Planning Section leads the incident support planning process, establishing operational periods, objectives, and response priorities.
- This level typically involves extended response and transition into recovery operations.
- As local resources become exhausted, the State Division of Emergency Management (DEM) will be contacted to provide support.
- If warranted, the State may coordinate with FEMA for federal assistance and resource support.

2.7.2 Level 2: Partial Activation of the Emergency Operations Center (EOC) involving selected ICS EOC staff positions and Emergency Support Functions (ESFs) for moderate-duration operations. Typically activated for Type II or Type III incidents, depending on coordination requirements and operational complexity. (e.g., Public Works, Fire, Law Enforcement).

Operational Details:

- San Juan County Emergency Management will notify coordinators of affected primary ESFs to report to the EOC.
- Non-activated ESFs will be placed on standby and may be activated if the situation escalates.
- Emergency Management staff and relevant response partners will operate out of the EOC as required by the incident.
- This level may require 24-hour operations based on incident conditions.
- The ICS structure is activated, and relevant sections and branches are established to support operational needs.
- This level is often used for incidents with limited impacts but requiring interagency coordination (e.g., localized flooding, moderate wildfire, or significant public event disruption).

2.7.3 Level 3: Limited Activation of the Emergency Operations Center (EOC) to monitor developing threats or support planned events. This level is typically activated for Type III or Type IV incidents where coordination is necessary, but full activation is not required.

Operational Details:

- The EOC is physically activated for situational awareness, incident monitoring, and coordination.
- Conference calls or virtual coordination may occur with responding agencies and other stakeholders.
- Other ESFs are placed on standby and may be activated if the situation escalates.
- Local agencies involved in response and recovery may be requested to provide a liaison to the EOC.
- This level is often used during:
 - Events with advance notice (e.g., severe weather, protest activity)
 - Planned events requiring coordination (e.g., large public gatherings, parades, festivals)
 - Slow-developing incidents being actively monitored for escalation

Objective: To maintain situational awareness and a readiness posture that allows for rapid escalation if conditions change.

2.7.4 Level 4: Monitoring This level involves virtual monitoring for Type IV or Type V incidents. Events are generally localized, low-impact, and are handled by the jurisdictional response agencies with minimal coordination required from the county level.

Operational Details:

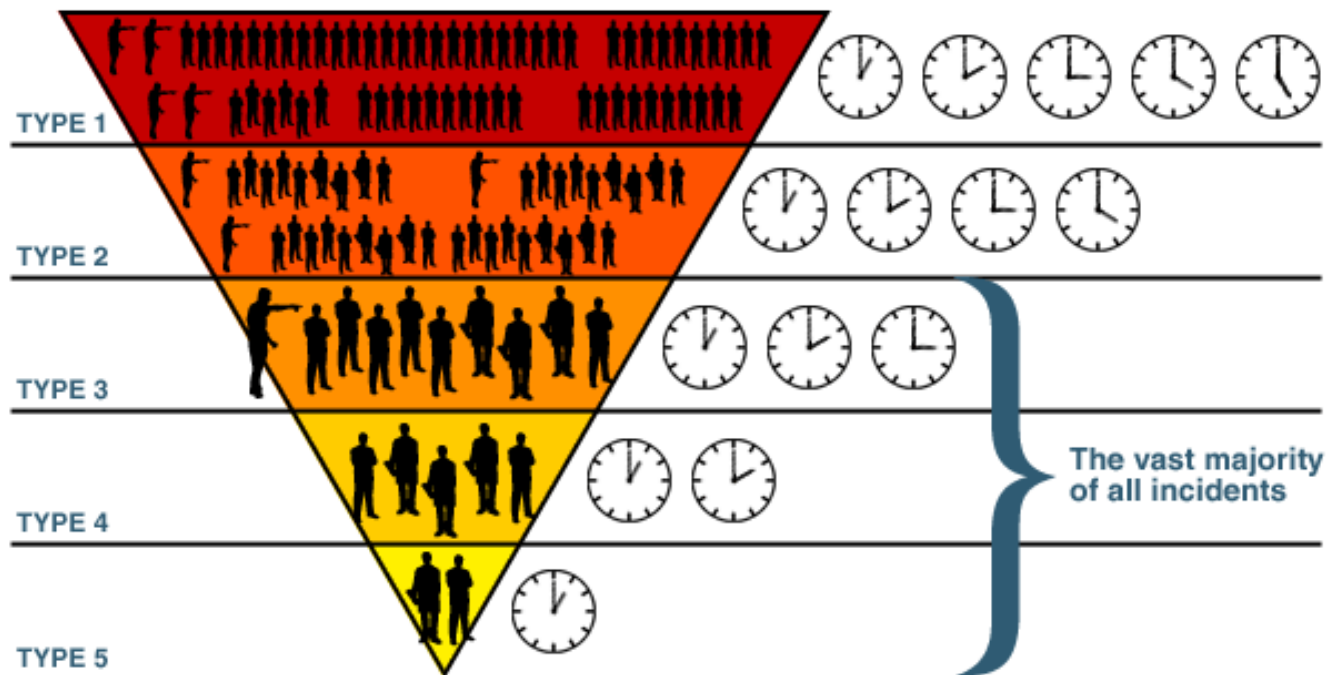
- Activation is virtual; the EOC is not physically activated.
- San Juan County Emergency Management staff monitor threats, incidents, or developing situations remotely.
- The goal is to maintain situational awareness and determine if escalation is necessary.
- Notifications are made to local agencies and Emergency Support Functions (ESFs) that may need to take action as part of their routine responsibilities.
- Most incidents at this level are short in duration, use minimal resources, and are resolved at the local level.
- The existing management structure remains in place, and normal operations continue with little to no disruption.

- Emergency Management staff may:
 - Monitor ongoing activities, provide guidance or coordination support as needed, and escalate the EOC activation level if conditions deteriorate.
- No formal Incident Action Plan (IAP) is typically required.
- Briefings or coordination meetings may be conducted if conditions warrant.
- Upon conclusion, Emergency Management will document the event, confirm completion of response actions, and close the incident file.

Incident Typing NIMS/ICS: The National Incident Management System (NIMS) establishes incident typing to categorize the size, scope, and complexity of incidents.

A Type 5 incident is the smallest and least complex incident, and a Type 1 incident is the most complex. These types illustrate the different levels of responsibility for an incident and are based on the premise that, unless the incident involves federal jurisdiction or occurs on state or federal lands, local agencies and first responders will be supported by state and federal partners.

FEMA Incidents Types



Type 5 Incident

Command Structure

- Local first responders and an on-scene Incident Commander
- Limited or no additional ICS positions activated

Local first responders and on-scene incident commander.

Characteristics

- One or two single response resources with up to 6 response personnel, the incident is expected to last only a few hours, no ICS and General Staff positions activated other than Incident Commander;
- Emergency Manager may be notified and monitor response and assist with coordination and/or dispatch efforts and notifications to Command Staff and Elected Officials;

- Routine incidents and response to emergencies throughout San Juan County. This may involve EMS and law enforcement. The incident is typically resolved within a few hours;
- Examples: Two Vehicle Accident Scene, Trapped Person, Isolated Power Outages from Storms, Minor police investigation;
- San Juan County EOC may be activated at a level 4 to monitor the incident.
- Written Incident Action Plan (IAP) is not generated or required.

Type 4 Incident

Command Structure

- Several single response resources required, select ICS Command and General Staff activated only as needed;
- On-Scene Incident Commander;
- First Responders;
- Additional Responders requested;
- San Juan County EOC may be activated at a level 4 to monitor the incident.
- San Juan County Incident Management Team may be activated

Characteristics

- Incident Commander runs scene and additional positions are only activated if needed;
- Emergency Manager should be notified and Emergency Manager monitor response and assist with coordination and/or dispatch efforts and notifications to Command Staff and Elected Officials;
- Incident is limited to one operational period;
- A written IAP is not generated but the incident will be documented and a log of all personnel generated.
- An agency administrator may have briefings, and complete a complexity analysis on the event. The agency administrator is responsible for operational planning such as objectives and priorities for the Incident.
- Example: Multi-Vehicle accident, small grass fires, minor search and rescue call out for injured or missing person.

Type 3 Incident

Command Structure

- Some or all ICS Command and General Staff are activated;
- First Responders;
- Additional resources requested;
- Mutual Aid agreements activated;
- San Juan County EOC may be activated at limited level. Emergency Management staff and ICS EOC support positions as needed

Characteristics

- Resource requirements will exceed the initial response resources;
- Incident is likely to have significant community impact and is likely to cause local municipalities and/or the county to declare a local emergency disaster;
- ICS positions are added to match the complexity of the incident;
- San Juan County EOC is activated
- Public information is coordinated between the Incident Command Post and the EOC, and a Joint Information Center (JIC) may be established.
- The incident is extending into multiple operational periods;

- Mutual aid is required and state or federal partners are requested to assist;
- A written IAP is required for each operational period;
- Examples: Large Wildfire/grass fire, winter storm, widespread power outage, domestic water outage or boil orders, hostage situation, officer involved shooting, school shooting, etc.

Type 2 Incident

Command Structure

- All ICS Command and General Staff positions are filled;
- San Juan County EOC is at partial or full activation;
- PIO is handling incident public affairs and the JIC shall be established;
- Initial Responders;
- Additional Responders;
- Mutual Aid is activated.

Characteristics

- Regional or National resources will be required;
- Incident exceeds the capabilities for local control and is expected to last an extended duration and multiple operational periods;
- May become a declared state emergency or disaster;
- The Joint Information Center is activated full time and staffed by local, county, state and possibly federal partners. A designated JIC manager is appointed;
- A written IAP is required for each operational period and a large incident command post is required to support the incident;
- If on private/county owned property, the Board of County Commissioners and Policy group retain oversight for the incident. There will be County management briefings and a delegation of authority from the County to the IMT for management of the incident (except for duties that can't be delegated by law);
- If on state or federal land, the agency with jurisdiction will maintain oversight for the incident and will involve the County Commissioners and Administration in briefings (i.e. – Fire on BLM or USFS lands that then spreads to private lands);
- Requires significant personnel and resource commitments to support extended operations.
 - Examples: large wildfire that is threatening structures, uncontained and possibly already burned structures. Acts of terrorism, major flooding where a large number of citizens are affected and/or damage to critical infrastructure.

Type 1 Incident

Command Structure

- National level resources are required;
- All ICS Command and General Staff positions are utilized and Branches shall be established;
- Local responders are assisting agencies requested for mutual aid and regional and state-wide resources are hired to assist;
- San Juan County EOC is fully activated.

Characteristics

- This incident is the most complex and is an incident of national significance and requires federal assistance and resources to safely and effectively manage;
- The incident will extend into multiple operational periods;

- The incident will have a significant impact on the County and additional staff are needed to support Emergency Management, administrative and support functions;
- Evacuations of large areas and large shelter activations are likely with significant threat to human life and personal property;
- Operations personnel often exceed 500 per operational period or total;
- Examples: massive wildfire burning thousands of acres with no containment, national pandemic, major dam failure, major act of terrorism.

As incident complexity increases, formal planning processes and coordination structures are implemented to support response and recovery operations.

2.8 ICS Forms: When an incident progresses beyond routine operations or requires elevated EOC activation, an Incident Support Plan (ISP) will be developed as the response transitions into defined operational periods. The ISP establishes incident support objectives, priorities, and coordination efforts. Initial EOC activities will be documented using an ICS 201 form.

2.9 Emergency Support Functions: The Emergency Operations Center (EOC) is organized using an Incident Command System (ICS)-aligned structure, providing standardized coordination, operational consistency, and common terminology. The EOC is further organized into Emergency Support Function (ESF) annexes.

Emergency Support Functions (ESFs) consist of local agencies and partner organizations grouped by function to deliver coordinated support. Each ESF has a designated primary agency responsible for coordination, supported by additional agencies as needed.

ESFs serve as the primary mechanism for delivering response and recovery support through the EOC and operate within the ICS-aligned structure to support incident objectives across all levels of activation.

- County agencies and organizations are designated as primary or support agencies for each ESF based on authority, resources, and capability.
- Primary agencies, with support from partner agencies, are responsible for coordinating ESF activities and ensuring assigned tasks are completed.
- As the complexity and volume of mission assignments increase, ESF coordination and operational activity will expand accordingly.
- Regardless of activation level, ESFs will coordinate through the EOC to support unified response and recovery operations.

2.10 Community Lifelines: San Juan County will utilize Community Lifelines to support emergency response and recovery operations.

According to FEMA, lifelines represent the most essential services required to maintain public safety, health, and economic security. These functions enable the continuous operation of critical government and business activities. When lifelines are disrupted, rapid stabilization and restoration are necessary to support overall incident management.

Community Lifelines include:

- Safety and Security
- Food, Water, Shelter
- Health and Medical
- Energy
- Communications

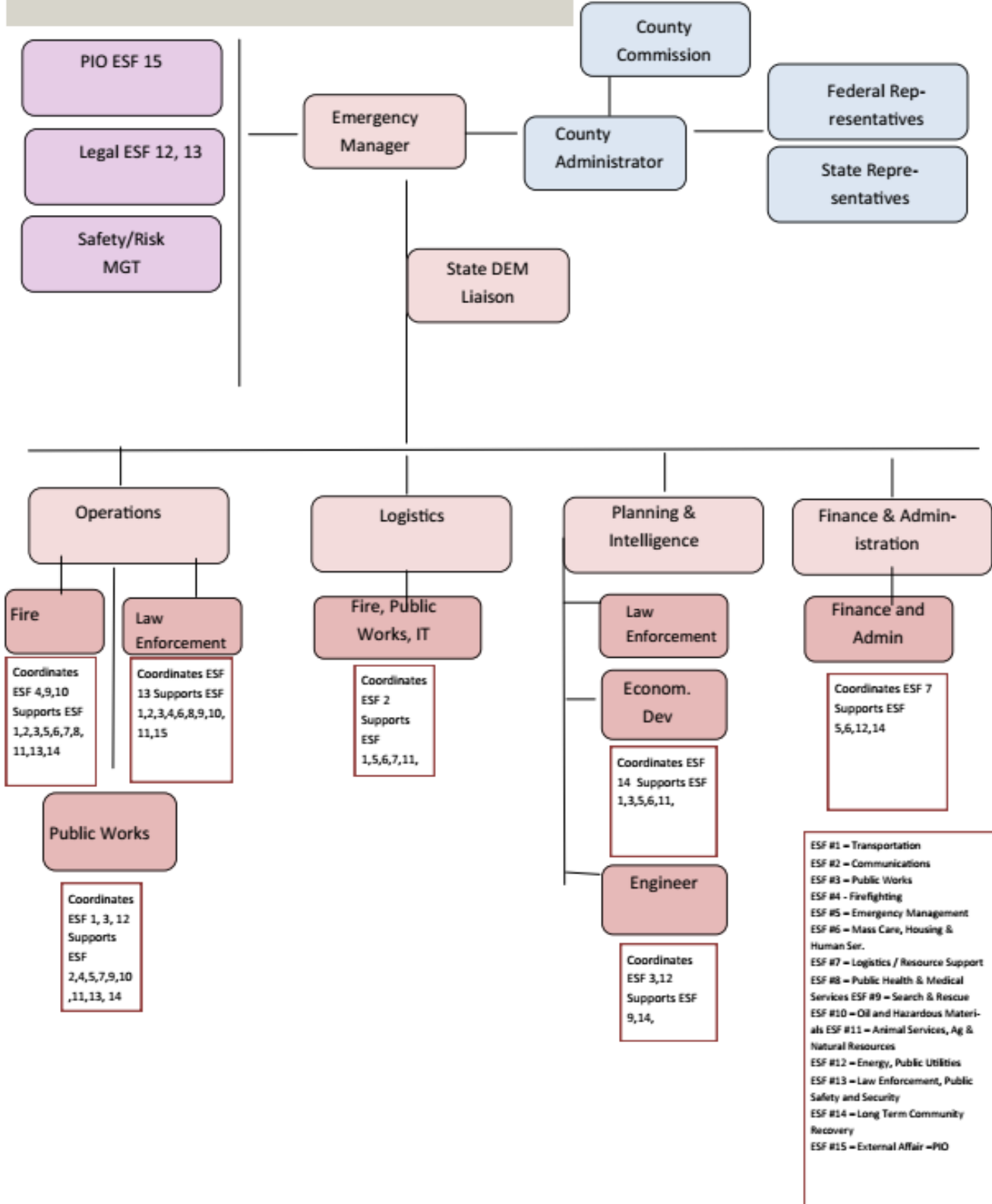
- Transportation
- Hazardous Materials (*not all incidents will impact every lifeline*)

While primarily used to support response operations, the lifelines framework applies across all phases of emergency management. Protecting lifelines, reducing risk, and strengthening systems during recovery enhances overall community resilience.



2.11 EOC Coordination

San Juan County Emergency Operations Center Organization Chart



San Juan County Emergency Management is responsible for coordinating emergency operations before, during, and after an incident. Resource management and policy coordination are conducted through the Emergency Operations Center (EOC). County response and recovery efforts are carried out through the San Juan County Emergency Management Organization.

Emergency Support Functions (ESFs) are organized by the type of assistance provided. Each ESF is led by a designated primary agency and supported by partner agencies, including county departments and volunteer organizations.

This plan is consistent with the National Incident Management System (NIMS), which provides standardized concepts, principles, terminology, and organizational structure. The EOC plays a critical role when incidents involve multiple agencies, cross jurisdictional or functional boundaries, or increase in complexity.

The EOC utilizes an ICS-aligned structure to establish priorities and objectives that guide coordination and resource allocation. This structure supports ESF coordination and ensures that roles are filled by qualified personnel based on function and capability, rather than seniority.

Standardized position titles support the identification and assignment of qualified personnel. Local agencies and responders may serve in multiple roles throughout an incident, requiring a flexible structure that can expand or contract based on incident conditions, operational needs, and available resources. Maintaining depth and redundancy within the command and coordination structure is essential to sustaining operations throughout extended incidents.

2.12 EOC Support Planning: The Planning Section is responsible for developing the Incident Support Plan (ISP) and facilitating planning meetings. EOC support plans are developed for defined operational periods, typically ranging from a few hours up to 24 hours, based on incident needs and complexity.

Operational periods are established by identifying priority actions and determining a reasonable timeframe to accomplish those objectives. EOC support plans should provide sufficient detail to guide coordination and implementation of priorities without unnecessary complexity.

These plans ensure that EOC personnel understand incident objectives, assigned tasks, and expected outcomes. They also provide a framework for evaluating progress, measuring performance, and adjusting operations as needed.

2.13 After Action Reports Prepared: As immediate threats to life and property subside and the need for sustained ESF operations decreases, debriefings will be conducted and lessons learned will be documented. This information will be consolidated and reviewed by San Juan County Emergency Management, and a written report will be prepared.

Identified areas for improvement will be forwarded to Emergency Management planning staff for evaluation and corrective action, as appropriate.

2.14 Notification and Warning; San Juan County response agencies are dispatched through the Price Public Safety Dispatch Center, which operates 24/7. Price Dispatch is responsible for after-hours notification of Emergency Management staff and responding agencies.

The County Commission and the Emergency Manager may direct that notifications and public warnings issued when conditions warrant. Factors to be considered include threats to life and property, as well as responder safety.

2.15 Response Functions: Routine emergencies are managed using the Incident Command System (ICS). As an incident escalates, the Incident Commander will coordinate with County officials to ensure all public safety functions are maintained.

When incident complexity warrants, San Juan County may assign agency representation to Unified Command and/or activate the County Emergency Operations Center (EOC). The EOC supports coordination and management of issues including, but not limited to:

- Damage assessment
- Coordination of external agencies and volunteers
- Intergovernmental coordination

A disaster declaration may be pursued as appropriate; however, local, state, or federal financial assistance is not guaranteed.

SECTION 3 ORGANIZATION AND RESPONSIBILITIES: Due to San Juan County's size, geographic isolation, limited population base, staffing, resource availability, and response times may be constrained. As a result, operations rely heavily on cross-trained personnel, mutual aid, and scalable coordination.

Local and county agencies, along with response partners, have defined roles and responsibilities throughout all phases of an emergency. Command structures must support response and recovery operations while maintaining the flexibility to expand or contract as incident conditions change.

Roles and responsibilities may vary depending on incident severity, size, and available resources. Each agency and organization is responsible for ensuring that personnel are identified, trained, and capable of implementing established plans, procedures, and policies.

Agencies and organizations assigned responsibilities under this plan should:

- Maintain current internal personnel notification rosters and standard operating procedures
- Negotiate, coordinate, and maintain mutual aid agreements, as appropriate
- Assess communication resource needs and requirements
- Provide current contact information to the Emergency Manager
- Identify potential sources of additional equipment and supplies
- Provide for continuity of operations by:
 - Establishing lines of succession to ensure continuous leadership and authority
 - Protecting records, facilities, and essential equipment
 - Identifying alternate operating locations, when practical
- Protect emergency response personnel by:
 - Obtaining appropriate personal protective equipment (PPE)
 - Providing facility security
 - Rotating staff or scheduling time off to prevent fatigue
 - Making stress counseling available
 - Encouraging staff to prepare family emergency plans to support responder availability

The following are county agencies tasked with primary or support responsibilities as detailed by the Emergency Operations Plan. More specific assignments can be found in the emergency support function section and incident annex appendices to this EOP.

- Sheriff's Office
- Fire
- EMS
- Emergency Management
- Road Department
- County Administration
- Human Resources
- County Commission
- County Clerk
- County Treasurer
- County Recorder
- County Assessor
- County Surveyor
- County Attorney
- County Health Department

The following positions support coordination within the EOC:

EOC Manager

- Coordinate EOC operations and ensure functionality
- Maintain situational awareness and validate information
- Support Incident/Unified Command objectives
- Manage resource requests and tasking
- Coordinate with Policy Group
- Ensure documentation, cost tracking, and compliance

Public Information Officer (PIO)

- The Public Information Officer (PIO) coordinates and manages internal and external communications. This includes developing press releases, coordinating information through the Joint Information System (JIS/JIC), and ensuring messaging is approved through Incident Command.
- The PIO also manages media briefings, interviews, and social media communications.

EOC Safety Officer

The EOC Safety Officer performs functions similar to the ICS Safety Officer, adapted to support EOC operations.

- Identify and mitigate hazardous situations;
- Ensure safety messages and briefings are made;
- Exercise emergency authority to stop and prevent unsafe acts;
- Review the Incident Action Plan for safety implications;
- Assign assistants qualified to evaluate special hazards;
- Initiate preliminary investigation of accidents within the incident area;
- Review and approve the Medical Plan;
- Participate in planning meetings.

Liaison Officer

- The Liaison Officer serves as the central point of contact with critical organizations that aren't necessarily ESF leads such as non-profits, the volunteer manager, public utility companies and medical facilities.
- Act as a point of contact for agency representatives;
- Maintain a list of assisting and cooperating agencies and agency representatives;
- Assist in setting up and coordinating interagency contacts;
- Monitor incident operations to identify current or potential interorganizational problems;
- Participate in planning meetings, providing current resource status, including limitations and capabilities of agency resources.

3.1 Operations Section: The Operations Section Chief will be designated based on the nature of the incident and may be assigned from the Sheriff's Office, Fire, EMS, or Public Works.

- Provide regular updates to the Emergency Manager or designee about the safety conditions of the community
- Provide advice to the Emergency Manager or designee about actions that should be taken to protect life and property in the county

- Coordinate public safety efforts of local, county, state, and federal law enforcement from a local government perspective
- Identify and provide emergency services to medical, functional and access needs residents.

Operations Section Chief Responsibilities

The Operations Section Chief is responsible for managing all tactical operations at an incident. The Incident Action Plan (IAP) provides the necessary guidance. The need to expand the Operations Section is generally dictated by the number of tactical resources involved and is influenced by span of control considerations. The Operations Section Chief is typically filled by the lead agency managing response activities for the specific type of incident. Major responsibilities of the Operations Section Chief are to:

- Assure safety of tactical operations;
- Manage tactical operations;
- Develop the operations portion of the IAP;
- Supervise execution of operations portions of the IAP;
- Request additional resources to support tactical operations;
- Approve release of resources from active operational assignments;
- Make or approve expedient changes to the IAP;
- Maintain close contact with IC, subordinate Operations personnel, and other agencies involved in the incident;
- The Operations Section Chief may organize operations using Community Lifelines as functional groupings to support coordination and prioritization of incident objectives. These groupings may align with Emergency Support Functions (ESFs) and operational branches as appropriate to the incident.

3.2 Logistics Section: While the Road Department plays a primary role, Logistics Section responsibilities may be supported by multiple departments depending on incident needs.

- Complete tasks as assigned by the Emergency Manager or designee
- Provide the Emergency Manager or designee with an initial damage assessment of municipal infrastructure and facilities including all roads and bridges.
- Identify and properly indicate traffic control and evacuation routes, and manage all other transportation-related issues in cooperation with the Sheriff's Department, including procurement of fuel for municipal and emergency vehicles.
- Provide equipment and resources as assigned by the Emergency Manager or designee
- Provide assistance to other departments with the compilation of emergency-related financial information.
- Assist in identifying sources of emergency funds if departmental budgets are exceeded.
- Coordinate emergency-related purchases and expenditures.
- Coordinate the disposal of solid waste and other tasks to ensure a clean and sanitary environment in the community during an emergency situation or disaster.

The Logistics Section is responsible for providing:

- Facilities;
- Transportation;
- Communications;
- Supplies;
- Equipment maintenance and fueling;

- Food services (for responders);
- Medical services (for responders);
- All off-incident resources.

Major responsibilities of the Logistics Section Chief are to:

- Provide all facilities, transportation, communications, supplies, equipment maintenance and fueling, food and medical services for incident personnel, and all off-incident resources;
- Manage all incident logistics;
- Provide logistical input to the IAP;
- Brief Logistics Staff as needed;
- Identify anticipated and known incident service and support requirements;
- Request additional resources as needed;
- Ensure and oversee the development of the Communications, Medical, and Traffic Plans as required;
- Oversee demobilization of the Logistics Section and associated resources.

The Road Department shall work with the Emergency Manager to create a complete list of municipal resources that could be used in the case of an emergency situation or disaster. The list will include items already owned by the county and those needed to provide effective emergency response and mitigation.

3.3 Finance and Administration Section: In addition to the assigned daily duties, County Clerk/Treasurer/Recorder/Assessor shall have specific responsibilities during an emergency situation or disaster. These duties include:

- Complete tasks as assigned by the Emergency Manager or designee
- With the assistance of the County Recorder, identify and preserve essential records of all local emergency situations. In order to create final reports, all records, messages and logs will be compiled and submitted to the Emergency Manager following deactivation of the EOC.
- The provision of assistance to other departments with the compilation of emergency-related financial information including all accounting/reimbursement items.
- Assistance in identifying sources of emergency funds if departmental budgets are exceeded.
- Coordination of emergency-related contracts, purchases and expenditures.

Finance/Administration Section Chief Responsibilities

The Finance/Administration Section Chief is responsible for managing all financial aspects of an incident. Not all incidents will require a Finance/Administration Section. Only when the involved agencies have a specific need for finance services will the Section be activated. Major responsibilities of the Finance/Administration Section Chief are to:

- The Finance Section Chief and finance section receives all requests for equipment, personnel and specialized equipment/services and reviews the cost and budget and determines if the item(s) requested fall within purchasing policy for the County or if the item is the responsibility of another agency. If the responsibility of an agency, finance will coordinate with the agency head/representative with spending authority to approve or deny the request for the item(s) or personnel;
 - If requests are denied, Finance Section Chief should work with IC and the requesting Agency/ESF/Lifeline develop a cost-effective alternative solution for the problem being denied assistance;

- Provide financial and cost analysis information as requested;
- Ensure compensation and claims functions are being addressed relative to the incident;
- Gather pertinent information from briefings with responsible agencies;
- Develop an operating plan for the Finance/Administration Section and fill Section supply and support needs;
- Determine the need to set up and operate an incident commissary;
- Meet with assisting and cooperating agency representatives as needed;
- Maintain daily contact with agency(s) headquarters on finance matters;
- Ensure that personnel time records are completed accurately and transmitted to home agencies;
- Ensure that all obligation documents initiated at the incident are properly prepared and completed;
- Brief agency administrative personnel on all incident-related financial issues needing attention or follow-up;
- Provide input to the IAP.
- The default Finance Section Chief will be the County's Clerk Auditor. If multiple agencies/jurisdictions are involved in the incident response with financial obligations, each agency or special district should designate their finance director or another employee authorized to act on behalf of the agency with financial authority to serve in the EOC. Together, these individuals shall comprise the Finance Section and be responsible for reviewing and approving or denying financial purchases and maintaining documentation to FEMA standards. The purpose of shared finance section roles is each agency is responsible for the costs incurred by their agency or the costs per a signed cost-share agreement and a shared-finance section ensures proper review and approval/denial of purchase or contract requests.

The Finance and Administration Section shall work with the Emergency Manager to create an emergency finance plan for review and consideration by the County Commission. The plan will include emergency contingencies for emergency operations, payroll and hospitality during emergencies and other emergency finance-related matters.

3.4 Planning Section

In addition to the assigned daily duties, the Planning Section shall have specific responsibilities during an emergency situation or disaster.

- Complete tasks as assigned by the Emergency Manager or designee
- With the assistance of the Building Official, conduct initial damage assessment for all affected structure and determine if structures are inhabitable or if building should remain unoccupied until further assessment can be completed.
- Provide expertise and recommendations for reconstruction, demolition, condemnation and structural mitigation during emergency recovery and response.
- Provide maps, plans, and other information that will allow rapid identification of municipal infrastructure, roads, neighborhoods, and other specific locations.
- Create a streamlined permit process for disaster recovery efforts.
- Coordinate land use, environmental protection, and economic development mitigation issues during emergency recovery.

Planning Section Chief Responsibilities

The Planning Section Chief is responsible for providing planning services for the incident. Under the direction of the Planning Section Chief, the Planning Section collects situation and resources status information,

evaluates it, and processes the information for use in developing action plans. Dissemination of information can be in the form of the IAP, in formal briefings, or through map and status board displays. Major responsibilities of the Planning Section Chief are to:

- Collect and manage all incident-relevant operational data;
- Supervise preparation of the IAP;
- Provide input to the IC and Operations in preparing the IAP;
- Incorporate Traffic, Medical, and Communications Plans and other supporting materials into the IAP;
- Conduct and facilitate planning meetings;
- Reassign personnel within the ICS organization;
- Compile and display incident status information;
- Establish information requirements and reporting schedules for units (e.g., Resources and Situation Units);
- Determine need for specialized resources;
- Assemble and disassemble Task Forces and Strike Teams (or law enforcement Resource Teams) not assigned to Operations;
- Establish specialized data collection systems as necessary (e.g., weather);
- Assemble information on alternative strategies;
- Provide periodic predictions on incident potential;
- Report significant changes in incident status;
- Oversee preparation of the Demobilization Plan.

Planning Section will review the development ordinances of the county to ensure that all practicable regulations that will eliminate or reduce the impact of disasters have been included and are implemented.

3.5 Authority and Internal Structure: The following outlines authority, responsibilities, and expectations for county departments and support staff during emergency operations. In addition to normal department functions, each department in the county will have specific emergency functions. Under the direction of the Department Head, each department is responsible for developing and maintaining its own emergency management procedures. These procedures will be coordinated with the Emergency Manager and shall consider the elements of the EOP. In any instance where a department procedure is in conflict with the provisions of this document, the provisions of this document shall take precedent. Each Department Head is responsible to educate their employees on the procedures of the EOP and the emergency management procedures of the department.

With assistance from the Emergency Manager, each department will conduct training and preparation exercises that will familiarize employees with the EOP and the procedures of the department. In addition to departmental training, designated employees elected and appointed officials of San Juan County shall complete a minimum of the ICS-100, ICS-200(Supervisors) and ICS-700, training in the National Incident Management System (NIMS). Some employees will be required to complete additional training depending on their emergency role and responsibilities.

3.6 Direction and Control: During emergency operations, elected officials provide policy direction, engage with the public, and support emergency decision-making as needed.

Each county department shall develop and maintain internal emergency standard operating procedures (SOPs) consistent with this EOP.

The SOPs for each department will include, at a minimum:

- Department and staff responsibilities coordinated to avoid duplication and improve cooperation
- Training, education, and exercises to ensure personnel understand and can perform emergency duties
- Inventory of departmental resources and trained personnel available during emergencies
- Procedures for communication, reporting, notifications, employee activation, evacuations, and suspension of normal operations
- Checklists for assessing department assets and damages
- Updated lines of succession to maintain leadership continuity during emergencies
- Methods for protecting essential records, facilities, and equipment needed for government operations
- Budget planning for employee safety equipment, staffing rotations, and stress management resources

3.7 Local Control and Authority: Initial response is provided by local first responders and directed by on-scene Incident Command. Activities may include rescue, firefighting, emergency medical services, law enforcement operations, traffic control, evacuations, and emergency public information.

As incident complexity increases, Unified Command may be established to integrate the jurisdictional authority and responsibilities of participating agencies, including fire, EMS, and law enforcement.

Commission Office: The County Commission is responsible for ensuring the public safety and welfare of residents. During an incident, the Commission provides policy direction, strategic guidance, and resource support for preparedness, response, and recovery operations.

Elected officials may engage with constituents, support emergency decision-making, and assist in communicating with the public. The Commission also plays a key role in shaping policies, allocating resources, and strengthening emergency management capabilities.

County

Incidents occurring in unincorporated areas of San Juan County fall under County management. When incidents impact both incorporated and unincorporated areas, Unified Command will be established between the affected municipalities and the County, and responsibility will be shared.

Incorporated Areas

For incidents occurring within incorporated municipalities, the municipality retains primary jurisdiction and incident management responsibility in accordance with its legal authority. The municipality is responsible for costs incurred during the incident unless otherwise established through mutual aid or cost-sharing agreements.

3.8 External Coordination and Support

If County resources are exhausted or insufficient to manage an incident, assistance will be requested from external agencies. Requests will be made in accordance with existing mutual aid agreements, memorandums of understanding, and established local, state, and federal protocols.

In the absence of a pre-existing agreement, the County Attorney will coordinate emergency expense and reimbursement agreements for consideration by the County Commission.

The Emergency Manager, in coordination with county leadership and responding agencies, will determine the extent of assistance required.

The following sections outline the general roles of federal, state, regional, nonprofit, private-sector, and community partners. These roles are provided for reference only, as San Juan County does not have the authority to compel external entities.

State Agencies: Consistent with emergency declarations issued by the County Commission, the Emergency Manager may request assistance from the State of Utah when local resources are exhausted or when incident complexity exceeds county capabilities. Requests for state support will be coordinated through the State Emergency Operations Center, typically via WebEOC or direct communication with the Utah Division of Emergency Management Liaison Officer.

The Utah Division of Emergency Management will be notified of incidents and coordinated with throughout the response phase, through the Liaison Officer. The State will assist in coordinating additional resources, technical support, and mutual aid to support ongoing response and recovery operations.

- Coordinate the State’s response to disasters
- Support San Juan County when local resources are fully committed or when specific capabilities are not available
- Coordinate requests for federal assistance when State resources are insufficient

Federal Agencies/Federal Emergency Management Agency: During incident response, federal agencies may provide assistance or have jurisdiction over specific types of incidents. Examples include wildfires on Bureau of Land Management (BLM) or U.S. Forest Service (USFS) lands, aviation incidents under the Federal Aviation Administration (FAA) and National Transportation Safety Board (NTSB), and acts of terrorism involving the Federal Bureau of Investigation (FBI), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), and the Department of Homeland Security.

Due to geographic distance, delays in federal response should be anticipated. Many federal resources are based in Salt Lake City or Denver. When federal jurisdiction is known or suspected, appropriate agencies should be notified as soon as possible through established channels.

Federal involvement in local incidents is governed by federal law and typically occurs in support of state and local jurisdictions. Assistance from FEMA is generally provided following a Presidential Disaster Declaration. Federal agencies, including FEMA, support state and local efforts by:

- Coordinating the federal government’s role in preparedness, mitigation, response, and recovery for domestic incidents
- Providing assistance through established federal programs and support mechanisms when warranted

State or federal agencies retain jurisdiction over incidents occurring on lands under their ownership or authority (e.g., Bureau of Land Management or U.S. Forest Service lands).

Public Health Event: San Juan County Public Health is responsible for incidents impacting personal and environmental health within the county and will coordinate response activities within its jurisdiction and authority.

Regional Support: Regional support may be requested from neighboring jurisdictions, including Region 6 and Region 7 partners (Grand, Carbon, and Emery Counties), as well as the Southeast Healthcare Coalition.

Regional partners provide support in areas such as logistics, operational coordination, planning, public information, and specialized resources. These partners operate in a supporting role unless they have jurisdictional authority or a direct role in the incident, in which case they may participate in Unified Command.

National Weather Service: The National Weather Service provides forecasts, watches, and warnings to support situational awareness and protective actions.

Non-governmental Organizations/American Red Cross/VOAD (Volunteer Organizations Active in Disasters): Non-governmental organizations (NGOs), including the American Red Cross (ARC) and Voluntary Organizations Active in Disasters (VOAD), coordinate with the EOC to support mass care, sheltering, and volunteer management.

Due to geographic distance, response from these organizations may be delayed. The nearest ARC and Region 3 VOAD resources are approximately four hours from San Juan County.

Following a disaster, the American Red Cross provides emergency shelter, food, basic medical support, and first aid to meet immediate human needs. ARC also assists individuals when other resources, such as insurance or government assistance, are unavailable or insufficient. Services are provided at no cost based on verified disaster-related needs.

ARC support may include:

- Feeding emergency workers
- Distributing food and cleanup supplies
- Referring affected individuals to additional resources
- Supporting reunification efforts (e.g., Safe and Well)
- Providing disaster mental health services and counseling
- Supporting EOC operations related to mass care and sheltering
- Providing subject-matter expertise on mass care planning, preparedness, response, and recovery

Private Sector: The private sector plays a critical role in emergency response and recovery. This includes public utilities, water systems, construction companies, transportation providers, and local businesses. Private-sector partners support response operations by providing resources, maintaining essential services, and contributing to economic continuity during and after an incident.

General Public: San Juan County will respond to emergencies using available local resources and will request regional, state, and non-governmental assistance as needed. While response efforts begin immediately, outside assistance may be delayed.

Residents are strongly encouraged to prepare to sustain themselves for basic needs for at least two weeks following a disaster.

Business and Industry: Businesses and industries within San Juan County are responsible for developing their own Emergency Operations Plans and Continuity of Operations Plans. They should be prepared to ensure employee safety, maintain essential functions, and support long-term recovery of operations.

3.9 Delegation of Authority: If the County Commission determines that all or portions of the Incident Management should be managed by a third party, a specific Delegation of Authority shall be negotiated and executed in written form by the County Commission or designee and the responsible official of the proposed managing entity. Transfer of authority may occur through a documented transfer of all or part of the operational command but shall be supported by a specific written Delegation of Authority.

SECTION 4 DIRECTION, CONTROL, AND COORDINATION: The emergency response forces of San Juan County—including fire, EMS, law enforcement, emergency management, public works, and public health—serve as the primary agencies responsible for incident response.

Due to the County’s large geographic area, rural and frontier conditions, and limited population base, response operations may be constrained by staffing, resource availability, and extended response times. As a result, San Juan County relies on mutual aid, regional coordination, and scalable emergency management structures to support effective operations.

4.1 Response Procedures: Incidents will be managed using the National Incident Management System (NIMS) and Incident Command System (ICS). Initial response actions are directed by on-scene incident command.

San Juan County Emergency Management will monitor developing and active incidents and provide coordination support as needed. When incidents exceed routine response capabilities or require additional coordination, the Emergency Operations Center (EOC) may be activated to the appropriate level.

The County Emergency Manager, in coordination with incident command and County leadership, will determine when to:

- Activate the EOC
- Request mutual aid
- Request state assistance
- Recommend a local emergency declaration

Response priorities will be:

1. Life Safety
2. Incident Stabilization
3. Property and Environmental Preservation
4. Restoration of Critical Infrastructure
5. Transition to Recovery

Local resources will be fully utilized prior to requesting mutual aid or state and federal assistance.

When incidents require expanded coordination, resource support, or policy-level decision-making, the Emergency Operations Center (EOC) may be activated.

4.2 Emergency Operations Center (EOC): The EOC serves as the central location for coordination of information, resources, and policy-level decision-making.

When activated, the EOC will:

- Coordinate resource requests and allocation
- Support on-scene incident command
- Maintain situational awareness
- Facilitate communication between agencies and jurisdictions
- Support public information through the Joint Information System (JIS) and Joint Information Center (JIC)

EOC staffing will be based on the level and complexity of the incident and may include representatives from activated Emergency Support Functions (ESFs).

EOC personnel will:

- Check in upon arrival and receive assignments

- Maintain communication with their respective agencies
- Ensure continuity of operations within their departments
- Provide regular updates and documentation
- Brief incoming personnel during shift changes

All personnel assigned to the EOC are responsible for maintaining operational readiness for extended or 24/7 operations when required.

4.3 Damage Assessment: Damage assessments are critical for determining the scope of an incident, identifying resource needs, and supporting emergency declarations.

Rapid Assessment: Rapid assessment is a critical component of disaster intelligence and includes immediate response activities that support the collection of initial situational information following an incident.

In no-notice incidents, rapid assessment is conducted using available local resources, including field personnel, dispatch, and partner agencies. Information collected during this phase:

- Establishes initial situational awareness
- Supports prioritization of life-saving and life-sustaining operations
- Informs resource allocation and response priorities

Timely and coordinated rapid assessments enable the County to identify operational needs and determine when to request mutual aid or state and federal assistance.

Damage Assessment Process: Following initial response operations, damage assessments are conducted in phases:

- Rapid Assessment – conducted within hours and focused on life-safety needs, hazards, and critical lifelines
- Preliminary Damage Assessment (PDA) – assigns estimated costs and supports potential disaster declarations
- Verification – detailed site inspections conducted by qualified personnel

These assessment processes support ongoing risk evaluation and align with the County's Threat and Hazard Identification and Risk Assessment (THIRA) process.

San Juan County coordinates preliminary damage assessments when disaster intelligence is required and supports information sharing with the Joint Information Center (JIC) as appropriate.

4.4 Declarations and Escalation: When an incident exceeds local capabilities, San Juan County may declare a local state of emergency in accordance with Utah Code § 53-2a-208. The declaration will identify:

- The nature of the emergency
- The geographic area affected
- Conditions requiring emergency action

If local resources are insufficient, the County may request assistance from the State of Utah through the Division of Emergency Management (DEM).

If state resources are also insufficient, the Governor may request federal assistance.

When incidents exceed both local and state capabilities, the process for requesting federal assistance is initiated as outlined below.

4.5 FEMA Disaster Declaration Process: When incidents exceed state and local capabilities, the following general process is used to request federal assistance:

- Incident Occurs – Local jurisdiction is impacted
- Local Response – Local resources and mutual aid are utilized
- State Involvement – State support is activated
- Preliminary Damage Assessment (PDA) – Joint assessments conducted
- State Evaluation – Determination of resource adequacy
- Request for Federal Assistance – Submitted by the Governor
- FEMA Review – Evaluation of severity and impacts
- Presidential Decision – Declaration approved or denied
- Federal Assistance Activated – Programs such as Public Assistance (PA), Individual Assistance (IA), and Hazard Mitigation Grant Program (HMGP) may be implemented

4.6 Resource Coordination and Requests: San Juan County participates in the Statewide Mutual Aid system. When local resources are exhausted or insufficient to meet incident demands:

- Mutual aid will be requested through established agreements in accordance with the Utah Statewide Mutual Aid Act (Utah Code § 53-2a-401 et seq.)
- Requests for state assistance will be coordinated through the County EOC and submitted to the Utah Division of Emergency Management (DEM) in accordance with Utah Code § 53-2a-206
- The Utah Division of Emergency Management will assist in coordinating state resources and support
- Federal resources will be requested through the State when necessary and in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act

All resource requests will follow established ICS and EOC coordination procedures.

4.7 Recovery Operations: Recovery operations begin concurrently with response and focus on restoring essential services and returning the community to normal operations.

Recovery operations build on established response priorities and focus on:

1. Life Safety
2. Property and Environmental Preservation
3. Restoration of Critical Infrastructure
4. Debris Removal and Emergency Repairs
5. Long-Term Recovery Planning

The EOC will coordinate recovery activities and support damage assessment, resource allocation, and interagency coordination.

4.8 Coordination and Communication: Effective coordination between agencies is critical throughout all phases of an incident.

The County will:

- Maintain communication between incident command, the EOC, and supporting agencies
- Conduct coordination meetings as needed
- Share situational awareness and operational priorities
- Provide clear and consistent public information through the JIS/JIC

All information released to the public will be coordinated to ensure accuracy and consistency.

4.9 Incident Reporting: Accurate and timely documentation is essential for operational coordination, recovery, and post-incident analysis.

During an incident:

- Situation reports (SITREPs) will be submitted to the EOC as information becomes available
- ICS Form 214 Activity Logs will be maintained by all EOC personnel
- Documentation will include actions taken, resource utilization, damages, and costs

Records must be complete, accurate, and maintained in accordance with state and federal requirements to support potential reimbursement and disaster assistance programs.

4.10 Recovery Strategy: Each incident requires a tailored recovery strategy based on the extent and type of damage.

The Emergency Manager, in coordination with County leadership and partner agencies, will develop a recovery strategy that includes:

- Damage and cost estimates
- Resource requirements
- Operational timelines
- Roles and responsibilities

Recovery efforts may involve local, state, federal, and private-sector partners depending on the scale of the incident.

4.11 Continuity of Government: Continuity of government is essential to maintaining critical services during and after an emergency.

San Juan County will ensure that:

- Essential government functions continue during emergencies
- Lines of succession are established
- Department-level continuity plans are maintained

The Emergency Manager is responsible for coordinating the County's emergency management program and maintaining readiness across all phases of emergency management.

SECTION 5 DISASTER INTELLIGENCE: Disaster intelligence involves the collection, analysis, and dissemination of information that describes the nature, scope, and impacts of hazards. Intelligence and information sharing within the Emergency Operations Center (EOC) is critical, particularly for activated Emergency Support Functions (ESFs). This process supports the evaluation of resources, capabilities, and operational shortfalls—including personnel, equipment, and supplies—and helps determine the level of assistance required. Identified shortfalls are incorporated into the planning and response process and communicated to the County EOC Command Staff.

ESF #5 – Emergency Management is responsible for coordinating overall information collection, analysis, and planning activities within the EOC. The EOC serves as the central point for gathering and disseminating information to support local response and recovery operations, coordinate with state and federal partners, and facilitate requests for assistance when needed.

Due to San Juan County’s large geographic area, rural and frontier conditions, and limited staffing, timely information collection may be constrained. Initial intelligence will rely heavily on field personnel, dispatch, and partner agencies until broader situational awareness is established.

5.1 Intelligence Collection and Management: Disaster intelligence is organized and managed through defined components, including:

- Information elements
- Specific requirements
- Collection methods
- Responsible elements
- Deliverables

San Juan County Emergency Management maintains situational awareness through coordination with dispatch, field personnel, and partner agencies. Information collected is continuously evaluated and integrated into the EOC planning process to support operational decision-making.

5.4 Intelligence Procedures and Preparedness: To support consistent and effective intelligence collection, the County will develop and maintain assessment procedures, including:

- Development of a county profile
- Sectoring the county for area-based assessments
- Identification of staffing patterns and resource needs
- Establishment of communication procedures
- Ongoing testing and exercises

Standardized assessment forms and checklists will be used by pre-identified personnel to ensure consistent collection, documentation, and dissemination of information.

5.5 Information Systems and Resilience: Information systems such as WebEOC, GIS mapping, and field reporting tools may be used to support disaster intelligence when available. However, operations must remain functional during communications outages or degraded conditions.

The County will maintain the capability to operate using redundant systems and manual processes to ensure continuity of intelligence collection and situational awareness under all conditions.

SECTION 6 COMMUNICATIONS: Emergency communications is defined as the ability of emergency responders to exchange information through data, voice, and video systems. Effective emergency response at all levels of government requires interoperable and seamless communications to establish command and control, maintain situational awareness, and support a common operating picture across a wide range of incidents.

Due to San Juan County's rural and frontier environment, communications infrastructure is limited in many areas. Responders must be prepared to operate in low-bandwidth or no-connectivity conditions and rely on redundant, resilient, and non-traditional communication methods to sustain operations.

Emergency communications within the County is built on three primary elements:

- Operability – The ability to establish and sustain communications in support of incident operations
- Interoperability – The ability to communicate across jurisdictions, disciplines, and levels of government
- Continuity of Communications – The ability to maintain communications despite disruption to primary systems

6.1 Communications Systems

Internal Communications

- Landline telephone
- Cellular phone
- Text messaging
- Paging/notification systems
- 800 MHz radio system
- Internet/WebEOC
- Satellite communications (e.g., Starlink)
- Mobile command post communication systems
- Cache radios and mutual aid interoperability channels
- Amateur Radio Emergency Service (ARES)

San Juan County has expanded its satellite communications capability to support operations in areas with limited or no connectivity. All Sheriff's Office vehicles are equipped with Starlink Mini units, and select fire apparatus also have Starlink Mini capability. Emergency Management maintains multiple Starlink Mini units as well as a larger deployable Starlink system to support the Emergency Operations Center (EOC), Incident Command Posts, and field operations during incidents.

External Communications

- Landline telephone
- Cellular phone
- Text messaging
- 800 MHz radio system
- Internet/WebEOC
- Joint Information System (JIS) / Joint Information Center (JIC)
- Emergency Alert System (EAS)
- Emergency Notification System (ENS)
- Press releases
- News media
- Official County social media platforms

6.2 Common Operating Picture: A Common Operating Picture (COP) is established and maintained through integrated systems for communication, information management, and intelligence sharing.

San Juan County utilizes:

- WebEOC
- ICS forms (ICS 201, ICS 209)
- Situation Reports (SitReps)
- Direct field-to-EOC communication

The Emergency Operations Center (EOC) supports:

- Incident notifications
- Public communications
- Resource tracking
- Situational awareness across jurisdictions

Information Management

San Juan County utilizes communication systems to support:

- Operational coordination
- Resource management
- Decision-making
- Incident documentation

6.3 Public Information and Alerts:

Routine Information

Information is shared through:

- Official San Juan County website
- Official County social media platforms
- Press releases and local media
- Municipal partner communication channels

Emergency Alerts for the Public

- Integrated Public Alert and Warning System (IPAWS)
 - San Juan County uses IPAWS to deliver emergency alerts via Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), and NOAA Weather Radio.
 - San Juan County conducts regular IPAWS testing and coordinates with regional emergency managers to ensure continuity of alerting across jurisdictional boundaries and during cross-county incidents.
- Emergency Alert System (EAS)
 - Provides emergency messaging through radio and television broadcasts.
- Wireless Emergency Alerts (WEA)
 - Provides geographically targeted alerts to mobile devices without subscription.
- NOAA Weather Radio
 - Provides continuous weather and hazard information from the National Weather Service.
- Emergency Notification System (ENS)
 - San Juan County utilizes AlertSense to send emergency notifications via phone, text messaging, and email.

- Due to limited cellular coverage in portions of the County, not all residents or visitors may receive ENS notifications. Redundant alerting methods are used.
- San Juan Ready App
 - Provides supplemental emergency information and alerting capabilities. Not intended as the sole source of notification
- Special Consideration – Visitors and Transient Populations
 - Special consideration is given to communicating with visitors and transient populations who may not be registered in local systems. Coordination occurs with state agencies, National Park Service, Bureau of Land Management, and roadway messaging systems where available.

6.4 Continuity of Communications

San Juan County maintains continuity through:

- Redundant systems (radio, cellular, satellite)
- Regional coordination
- Mobile and deployable communications assets

6.5 Communications Capability Snapshot – San Juan County

Rural Reality. Built-In Redundancy. Field-Ready Communications.

Satellite Communications (Starlink)

- All Sheriff's Office vehicles equipped with Starlink Mini units
- Select fire apparatus equipped with Starlink Mini capability
- Emergency Management maintains:
 - Multiple Starlink Mini units
 - One larger deployable Starlink system

Radio Communications

- Countywide 800 MHz radio system
- Mutual aid interoperability channels
- Cache radios for extended incidents

Redundant Systems

- Amateur Radio Emergency Service (ARES)
- Mobile command capability
- Multi-platform communications (radio, cellular, satellite)

Public Alerting

- Integrated Public Alert and Warning System (IPAWS)
- Emergency Alert System (EAS)
- Wireless Emergency Alerts (WEA)
- NOAA Weather Radio
- Emergency Notification System (AlertSense)

Operational Advantage

- Supports operations across a large geographic area with limited infrastructure
- Enables field operations in no-service environments
- Maintains coordination between field, EOC, and regional partners

SECTION 7 ADMINISTRATION, FINANCE, AND LOGISTICS

7.1 Administration Information: The Emergency Operations Center (EOC) is maintained in a state of readiness and is activated as needed to support incident response and recovery operations. Day-to-day emergency management activities are under the direction of the San Juan County Emergency Manager. Operational readiness of the EOC is the responsibility of San Juan County Emergency Management. All agencies involved in emergency response will:

- Maintain narrative and operational logs of response activities
- Ensure documentation aligns with the National Incident Management System (NIMS)
- Maintain records necessary for operational coordination, cost tracking, and reimbursement
- Enter into contracts, agreements, and Memorandums of Understanding (MOUs) through authorized officials and formalize them in writing whenever possible prior to emergencies

Due to limited staffing and the rural nature of San Juan County, personnel may serve multiple roles during an incident. Administrative, financial, and logistical functions may be consolidated and supported through coordination with regional and state partners.

7.2 Documentation and Reporting: Accurate and timely documentation is essential for effective emergency management, operational coordination, and eligibility for State and Federal reimbursement.

San Juan County will maintain records on a continuous basis throughout an incident. Documentation will align with the National Incident Management System (NIMS) and utilize standardized forms and reporting processes.

Documentation methods may include:

- ICS forms (e.g., ICS 201, ICS 209)
- Situation Reports (SitReps)
- Resource requests and tracking documentation
- Damage assessments and cost estimates

All agencies involved in response operations are responsible for maintaining accurate and complete records of actions taken, resources utilized, and costs incurred.

Reporting Requirements include:

- **Initial Reports (Needs Assessment):**
Provide the basis for emergency declarations and requests for assistance by identifying the nature, scope, and immediate needs of the incident.
- **Situation Reports (SitReps):**
Provide ongoing updates on incident status, resource needs, and operational priorities. During active EOC operations, SitReps will be submitted as needed, with at least daily reporting.
- **Damage Assessments:**
Document impacts to infrastructure, property, and the community to support requests for State and Federal assistance.
- **Post-Incident Reports:**
Provide a comprehensive review of response activities, outcomes, and areas for improvement.

San Juan County will consolidate reports from municipalities and partner agencies and submit required documentation to the Utah Division of Emergency Management (DEM) in accordance with established procedures.

All records must be complete, accurate, and maintained in accordance with local, state, and federal requirements to support potential reimbursement through programs such as FEMA Public Assistance.

7.3 Financial Management: Each agency assigned to an Emergency Support Function (ESF) is responsible for mobilizing resources under its control.

When additional resources are required, requests will be coordinated through ESF #7 – Logistics Management and Resource Support within the EOC.

Resource needs may be met through:

- Local Resources: Assets under direct control of the County
- Mutual Aid: Requested through established agreements, including the Utah Statewide Mutual Aid Act (Utah Code § 53-2a-401 et seq.)
- Contracts and Vendors: Coordinated through the County Administration Office
- State and Federal Assistance: Requested when local and mutual aid resources are insufficient

Due to limited local resources, San Juan County relies heavily on mutual aid and regional coordination to support extended or complex incidents.

All expenditures will:

- Be documented with receipts and justification
- Be submitted to the County Clerk/Auditor's Office
- Be tracked in accordance with County financial procedures

The County Clerk/Auditor will ensure documentation is complete and coordinate reimbursement processes when applicable.

7.4 Emergency Procurement: Emergency procurement may be utilized when conditions threaten public health, safety, or welfare and do not allow for standard procurement procedures.

Authorized personnel include:

- County Purchasing Agent
- Emergency Manager
- Designated representatives

During emergency conditions:

- Procurement may occur outside normal bidding procedures in accordance with County policy
- All purchases must be necessary, reasonable, and documented
- Procurement actions will align as closely as possible with standard procedures while meeting urgent operational needs

All procurement actions are subject to review and must comply with applicable local, state, and federal requirements.

7.5 Accounting: San Juan County will maintain complete and accurate records of all emergency expenditures, including:

- Personnel costs
- Equipment usage
- Materials and supplies

These records are necessary to:

- Differentiate eligible and non-eligible costs

- Support reimbursement through State and Federal programs

During federally declared disasters, the County Clerk/Auditor will coordinate documentation and submission for reimbursement through FEMA Public Assistance.

All records are subject to State and Federal audit requirements.

7.6 Fiscal Agreements: Clear agreements between responding agencies are essential for cost tracking and reimbursement.

These agreements will address:

- Personnel costs
- Equipment usage
- Materials and services

Whenever possible, agreements will be established in advance through formal contracts or Memorandums of Understanding (MOUs).

7.7 Logistics: San Juan County Emergency Management maintains current resource information on:

- Supplies
- Equipment
- Facilities
- Personnel

ESF #7 – Logistics Management and Resource Support is responsible for:

- Identifying, procuring, and distributing resources
- Supporting field operations and EOC functions
- Coordinating with local, regional, state, and federal partners

Resources may include:

- Food, water, and medical supplies
- Fuel and transportation
- Communications equipment
- Heavy equipment and personnel

Due to the County's size and limited infrastructure:

- Resource delivery may be delayed by distance, terrain, and availability
- Pre-identified vendors and staging strategies are critical
- Regional coordination is essential for sustained operations

The County Commission or designee may authorize the use of private resources when necessary to support emergency response operations.

Resources will not be deployed outside the County unless authorized by the County Commission, Emergency Manager, or designated representative.

7.8 Training and Exercises: Training and exercises are essential to maintaining readiness across all agencies. San Juan County utilizes a progressive exercise program consistent with the Homeland Security Exercise and Evaluation Program (HSEEP), including:

- Discussion-based exercises (e.g., tabletop exercises)
- Operations-based exercises (e.g., functional and full-scale exercises)

Training priorities include:

- Incident Command System (ICS) and NIMS compliance
- Multi-agency coordination
- Communication and interoperability
- Resource management and logistics

Exercises are designed to reflect hazards and risks most likely to occur within San Juan County.

Due to limited local resources, training and exercises will incorporate coordination with regional partners, including healthcare systems and mutual aid agencies.

The Emergency Manager will:

- Coordinate and facilitate training opportunities
- Evaluate exercises and identify areas for improvement
- Ensure corrective actions are implemented

7.9 Public Education and Awareness: Public education is critical to effective emergency management.

San Juan County will promote preparedness through:

- Public safety fairs and community events
- Educational workshops and outreach programs
- Coordination with community organizations and partners

Preparedness efforts focus on:

- Increasing individual and family preparedness
- Encouraging self-reliance during emergencies
- Raising awareness of local hazards and risks

San Juan County works closely with:

- Emergency response agencies
- Utah Division of Emergency Management (DEM)
- Federal partners, including FEMA
- Local fire, EMS, and law enforcement
- Faith-based and community organizations
- Non-governmental organizations

Department heads are responsible for ensuring staff are trained and prepared to implement emergency procedures.

SECTION 8 PLAN MAINTENANCE

San Juan County Emergency Management is responsible for the overall maintenance, review, and update of this Emergency Operations Plan (EOP), including ensuring that changes and revisions are prepared, coordinated, published, and distributed to all applicable agencies and partners.

Each functional and hazard-specific annex identifies the agency or organization responsible for maintaining that document.

This EOP will be reviewed on an annual basis and updated as necessary, with a comprehensive revision conducted at a minimum of every two (2) years.

Plan updates and revisions may be informed by:

- Lessons learned from exercises and real-world incidents
- After Action Reports (AARs) and Improvement Plans (IPs)
- Changes in organizational structure, staffing, or capabilities
- Updates in technology, communications systems, or infrastructure
- Changes in local, state, or federal guidance

All revisions will be documented and maintained by San Juan County Emergency Management.

Due to limited staffing and the rural nature of the County, plan maintenance activities may be prioritized and supported through coordination with regional and state partners.

Revisions to the EOP will be distributed to all agencies and organizations assigned responsibilities within the plan.

Each department and partner agency is responsible for maintaining current contact information and providing updates to Emergency Management to ensure accuracy of call-down lists and coordination systems.

8.1 EOP Multiyear Strategy: The EOP Multiyear Strategy establishes priorities and direction for maintaining and improving San Juan County's emergency preparedness capabilities. This strategy supports both short-term operational readiness and long-term capability development.

Strategic Objectives

- Ensure San Juan County is prepared to respond to and recover from emergencies and disasters
- Protect essential facilities, infrastructure, equipment, and records
- Reduce disruptions to County operations and services
- Minimize loss of life, property damage, and economic impact
- Support timely and coordinated recovery efforts

Capability Development and Maintenance

- Maintain and improve core emergency management capabilities through planning, training, and exercises
- Identify capability gaps and prioritize improvements based on risk and operational need
- Expand EOP capabilities to support operations outside primary County facilities, including field and remote environments
- Strengthen coordination with local, state, federal, tribal, and private-sector partners

- Maintain alignment with the National Incident Management System (NIMS) and Incident Command System (ICS)

Training and Exercise Integration

- Implement a progressive exercise program consistent with Homeland Security Exercise and Evaluation Program (HSEEP) principles
- Conduct regular training and exercises, including tabletop, functional, and operations-based exercises
- Use exercises and real incidents to validate plans and identify areas for improvement
- Incorporate findings from After Action Reports (AARs) and Improvement Plans (IPs) into plan updates

Plan Development and Coordination

- Maintain and update Emergency Support Function (ESF), functional, and hazard-specific annexes
- Develop and maintain Standard Operating Procedures (SOPs) to support EOP implementation
- Coordinate planning efforts with municipalities, regional partners, and state and federal agencies
- Conduct annual plan

Due to the County's size and limited staffing, maintaining a flexible and scalable planning process is critical. San Juan County prioritizes practical, usable plans that are regularly validated through exercises and real-world incidents.

SECTION 9 AUTHORITIES AND REFERENCES

9.1 Authorities

This Emergency Operations Plan (EOP) is developed in accordance with applicable federal, state, and local laws, regulations, and guidance governing emergency management and incident response.

San Juan County conducts emergency management activities in alignment with the National Incident Management System (NIMS) and the Incident Command System (ICS), which provide the framework for managing incidents of all types and sizes.

9.2 Federal Authorities: Key federal authorities and guidance include:

- Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121–5207), as amended
- Homeland Security Act of 2002
- Post-Katrina Emergency Management Reform Act of 2006
- Presidential Policy Directive 8 (PPD-8): National Preparedness
- National Incident Management System (NIMS) – current version
- National Response Framework (NRF) – current version
- Comprehensive Preparedness Guide (CPG) 101
- Title 44, Code of Federal Regulations (CFR) – Emergency Management and Assistance
- Superfund Amendments and Reauthorization Act (SARA Title III)
- Pets Evacuation and Transportation Standards (PETS) Act of 2006
- Americans with Disabilities Act (ADA) of 1990

The authorities under which this plan is developed include the following:

9.3 State and Local Authorities: San Juan County operates under the legal authority of the State of Utah and applicable local ordinances, including:

- Utah Code Title 53, Chapter 2a – Emergency Management Act
- Utah Intrastate Mutual Aid Act (Utah Code § 53-2a-401 et seq.)
- Applicable San Juan County ordinances and resolutions governing emergency management and disaster response

The San Juan County Commission has the authority to declare a local state of emergency in accordance with Utah law. The Emergency Manager is responsible for coordinating emergency management activities under the direction of County leadership.

9.4 Supporting Plans and Documents: The following plans and documents support the implementation of this EOP:

- State of Utah Emergency Operations Plan
- State of Utah Hazard Mitigation Plan
- San Juan County Pre-Disaster Mitigation Plan
- Comprehensive Preparedness Guide (CPG) 101
- Applicable plans from Tribal Governments, including:
 - Navajo Nation
 - Ute Mountain Ute Tribe
 - San Juan Southern Paiute Tribe

9.5 Agreements: San Juan County participates in mutual aid and interagency agreements to support emergency response and recovery, including:

- Utah Intrastate Mutual Aid Agreement for Catastrophic Disaster Response and Recovery
- Local and regional mutual aid agreements
- Memorandums of Understanding (MOUs) with partner agencies and organizations

Due to limited local resources and the County's large geographic area, mutual aid and regional coordination are essential to effective emergency response.

SECTION 10 GLOSSARY

General Emergency Management Terms

- All-Hazards: Incidents, natural or human-caused, that require action to protect life, property, the environment, and public health or safety.
- Emergency Management: The coordinated activities of mitigation, preparedness, response, and recovery undertaken to protect life, property, and the environment.
- Emergency Operations Plan (EOP): The plan that outlines San Juan County's emergency response organization, authorities, and concept of operations.
- Standard Operating Procedures (SOPs): Detailed instructions that support the implementation of plans and guide specific operational actions.

County Structure and Leadership

- County Commission: The governing body of San Juan County responsible for policy direction and declaring a local state of emergency.
- Emergency Manager: The individual responsible for coordinating county emergency management programs, including preparedness, response, recovery, and mitigation activities.
- Policy Group: Senior officials responsible for strategic decision-making during an emergency.
- Policy Group Liaison: Individual responsible for coordinating communication between the Policy Group and operational leadership.
- County Liaison Officer: The point of contact responsible for coordinating with agencies and assisting with interagency communication.
- State Liaison: Representative assigned by the Utah Division of Emergency Management to coordinate state support and communication.

Incident Command System (ICS)

- Incident Command System (ICS): A standardized, on-scene management structure used to organize response operations.
- Operations Section: Responsible for directing and coordinating tactical response activities.
- Planning Section: Responsible for collecting, evaluating, and disseminating information and developing incident action plans.
- Logistics Section: Responsible for providing resources, services, and support to operations.
- Finance/Administration Section: Responsible for tracking costs, contracts, and reimbursement.
- Safety/Security: Responsible for ensuring the safety and security of personnel and operations.

Emergency Operations Center (EOC)

- Emergency Operations Center (EOC): A centralized location where agencies coordinate information, resources, and support for incident operations.
- Incident Support Plan (ISP): A plan developed within the EOC that outlines operational objectives and strategies to support incident response.

Emergency Support Functions (ESF)

- Emergency Support Function (ESF): A functional grouping of agencies and resources organized to provide support during emergency operations.
- ESF Assignment Matrix: A document identifying primary and support agencies for each ESF.
- ESF Coordinator: The agency responsible for overall coordination of a specific ESF.
- ESF Primary Agency: The agency with primary responsibility for managing and coordinating an ESF.

- ESF Support Agency: Agencies that provide additional resources or capabilities to support the ES

Communications and Public Information

- Common Operating Picture (COP): A shared understanding of the incident maintained through communication, information systems, and intelligence to support coordinated decision-making.
- Situation Report (SitRep): A report that provides current information on incident status, resource needs, and operational priorities.
- Emergency Notification System (ENS): A system used to deliver emergency alerts to the public through phone, text, or email (e.g., AlertSense).
- Joint Information Center (JIC): A centralized location for coordinating public information and media relations during an incident.
- Joint Information System (JIS): A structure for organizing and delivering coordinated public information across agencies.
- Public Information: Information developed and disseminated to inform the public before, during, and after an emergency.

Damage Assessment and Intelligence

- Rapid Assessment: Immediate collection of information following an incident to identify life-safety needs, hazards, and impacts.
- Damage Assessment: The process of evaluating the extent of damage to infrastructure, property, and the community.
- Preliminary Damage Assessment (PDA): A coordinated assessment used to estimate damages and support disaster declarations.

External Systems and Frameworks

- Federal Emergency Management Agency (FEMA): The federal agency responsible for coordinating disaster response, recovery, and mitigation.
- Emergency Management Assistance Compact (EMAC): A nationwide mutual aid agreement that enables states to share resources during disasters.
- National Incident Management System (NIMS): A standardized framework for managing incidents across all levels of government.
- National Response Framework (NRF): A guide that outlines how the nation responds to all types of emergencies and disasters.

Local Government and Partners

- Local Government: Municipal and county agencies responsible for providing services and responding to emergencies within their jurisdiction.
- Municipality: A city or town with its own local government, responsible for coordinating with the County during emergencies.
- Local Nonprofits: Organizations that provide services to the community and may support or require support during emergencies.

Section 11**ACRONYMS**

ARC – American Red Cross
ARES – Amateur Radio Emergency Service
CIKR – Critical Infrastructure and Key Resources
COG – Continuity of Government
COOP – Continuity of Operations
COP – Common Operating Picture
CFR – Code of Federal Regulations
DEM – Division of Emergency Management
EAS – Emergency Alert System
EMAC – Emergency Management Assistance Compact
EMS – Emergency Medical Services
ENS – Emergency Notification System
EOC – Emergency Operations Center
EOP – Emergency Operations Plan
ESF – Emergency Support Function
FEMA – Federal Emergency Management Agency
HAZMAT – Hazardous Materials
HSEEP – Homeland Security Exercise and Evaluation Program
HSPD – Homeland Security Presidential Directive
ICS – Incident Command System
ICP – Incident Command Post
IPAWS – Integrated Public Alert and Warning System
ISP – Incident Support Plan
JIC – Joint Information Center
JIS – Joint Information System
NIMS – National Incident Management System
NRF – National Response Framework
PDA – Preliminary Damage Assessment
SARA – Superfund Amendments and Reauthorization Act
SJC – San Juan County
SitRep – Situation Report
SOP – Standard Operating Procedures
THIRA – Threat and Hazard Identification and Risk Assessment
VOAD – Voluntary Organizations Active in Disaster
WEA – Wireless Emergency Alerts



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

SUBMITTED BY: Tammy Gallegos, Emergency Manager

TITLE: Approval of the 2026 Emergency Mutual Aid Interlocal Cooperation Agreement Addendum A Emergency Public Alerting and IPAWS Coordination

RECOMMENDATION: Approval

SUMMARY

This Addendum is attached to and incorporated into the Emergency Mutual Aid Interlocal Cooperation Agreement entered into by Carbon County, Emery County, Grand County, San Juan County, and participating political subdivisions.

The purpose of this Addendum is to establish regional coordination and mutual aid support for emergency public alerting and warning operations throughout the four-county region.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

None

ADDENDUM A

EMERGENCY PUBLIC ALERTING AND IPAWS COORDINATION

This Addendum is attached to and incorporated into the Emergency Mutual Aid Interlocal Cooperation Agreement entered into by Carbon County, Emery County, Grand County, San Juan County, and participating political subdivisions.

PURPOSE

The purpose of this Addendum is to establish regional coordination and mutual aid support for emergency public alerting and warning operations throughout the four-county region.

The Parties recognize the importance of coordinated emergency messaging during emergencies, disasters, communications failures, planned events, and multi-jurisdiction incidents.

This Addendum supports:

- Continuity of emergency public alerting
- Cross-county emergency communications support
- Regional IPAWS coordination
- Redundant alerting capability
- Shared situational awareness
- Coordinated public messaging

DEFINITIONS

Emergency Public Alerting

The dissemination of emergency information and protective action guidance to the public through systems including but not limited to:

- Integrated Public Alert and Warning System (IPAWS)
- Wireless Emergency Alerts (WEA)
- Emergency Alert System (EAS)
- NOAA Weather Radio
- Emergency Notification Systems (ENS)
- Social media and public information systems
- Other approved emergency public warning platforms

IPAWS

The Federal Emergency Management Agency (FEMA) Integrated Public Alert and Warning System utilized by authorized alerting authorities to disseminate emergency notifications and warnings.

REGIONAL ALERTING COORDINATION

The Parties agree to coordinate regional emergency public alerting operations including:

- IPAWS alert dissemination
- Wireless Emergency Alerts (WEA)
- Emergency Alert System (EAS) messaging
- Emergency Notification System (ENS) support

- Public information coordination
- Cross-jurisdiction emergency messaging
- Regional communications support during disasters and outages

The Parties acknowledge that southeastern Utah's rural and frontier environment requires redundant and regionalized alerting capability to maintain continuity of emergency communications.

AUTHORIZED PERSONNEL

Each Party shall maintain authorized personnel trained in FEMA IPAWS requirements and other applicable public alerting systems.

Authorized personnel may include:

- Emergency Managers
- Emergency Management Duty Officers
- Sheriff's Office Command Staff
- Dispatch Supervisors
- Public Information Officers
- Other personnel designated by the Party
- Each Party is responsible for maintaining required FEMA IPAWS training and compliance standards.

MUTUAL AID ALERTING SUPPORT

When requested, and when permitted by FEMA IPAWS policies and local procedures, a Responding Party may issue emergency alerts on behalf of a Requesting Party during:

- Communications failures
- Internet outages
- Staffing shortages
- Multi-jurisdiction incidents
- Extended emergency operations
- Immediate life safety emergencies

The Requesting Party retains authority over:

- Alert approval
- Protective action recommendations
- Geographic warning areas
- Public messaging strategy

Nothing in this Addendum transfers or relinquishes local authority over emergency public alerting.

The Parties further acknowledge that each jurisdiction is responsible for establishing, configuring, maintaining, and updating user accounts, permissions, and mutual aid partner access within their respective emergency alerting platforms and systems.

CONTINUITY OF ALERTING OPERATIONS

Each Party shall maintain continuity procedures for emergency public alerting operations.

Continuity measures may include:

- Satellite communications systems
- Mobile internet systems

- Redundant communications platforms
- Amateur Radio Emergency Service (ARES)
- Regional dispatch coordination
- Remote IPAWS access capability
- Mutual aid alerting support from neighboring jurisdictions
- Backup power systems

TRAINING, TESTING, AND EXERCISES

The Parties agree to participate in periodic regional training, testing, and exercises involving:

- IPAWS
- WEA
- EAS
- Public information coordination
- Emergency communications
- Regional disaster response
- Multi-jurisdiction alerting operations

LIABILITY

Nothing in this Addendum shall be construed to waive any immunities, protections, or limitations of liability provided under Utah law, including the Utah Governmental Immunity Act.

Personnel acting under this Addendum remain employees of their originating jurisdiction.

EFFECT

Except as specifically supplemented herein, all terms and conditions of the Emergency Mutual Aid Interlocal Cooperation Agreement remain unchanged and in full force and effect.

CARBON COUNTY BOARD OF COMMISSIONERS

By: _____

Name: _____

Title: Chair, Carbon County Commission

Date: _____

ATTEST:

By: _____

Name: _____

Title: Carbon County Clerk/Auditor

Date: _____

CARBON COUNTY SHERIFF'S OFFICE

By: _____

Name: _____

Title: Carbon County Sheriff

Date: _____

CARBON COUNTY EMERGENCY MANAGEMENT

By: _____

Name: _____

Title: Emergency Manager

Date: _____

APPROVED AS TO FORM:

The undersigned attorney for Carbon County has reviewed this Agreement and finds it in proper form and compliance with applicable law.

CARBON COUNTY ATTORNEY

By: _____

Name: _____

Title: Carbon County Attorney

Date: _____

EMERY COUNTY BOARD OF COMMISSIONERS

By: _____

Name: _____

Title: Chair, Emery County Commission

Date: _____

ATTEST:

By: _____

Name: _____

Title: Emery County Clerk/Auditor

Date: _____

EMERY COUNTY SHERIFF'S OFFICE

By: _____

Name: _____

Title: Emery County Sheriff

Date: _____

EMERY COUNTY EMERGENCY MANAGEMENT

By: _____

Name: _____

Title: Emergency Manager

Date: _____

APPROVED AS TO FORM:

The undersigned attorney for Emery County has reviewed this Agreement and finds it in proper form and compliance with applicable law.

EMERY COUNTY ATTORNEY

By: _____

Name: _____

Title: Emery County Attorney

Date: _____

GRAND COUNTY BOARD OF COMMISSIONERS

By: _____

Name: _____

Title: Chair, Grand County Commission

Date: _____

ATTEST:

By: _____

Name: _____

Title: Grand County Clerk/Auditor

Date: _____

GRAND COUNTY SHERIFF'S OFFICE

By: _____

Name: _____

Title: Grand County Sheriff

Date: _____

GRAND COUNTY EMERGENCY MANAGEMENT

By: _____

Name: _____

Title: Emergency Manager

Date: _____

APPROVED AS TO FORM:

The undersigned attorney for Grand County has reviewed this Agreement and finds it in proper form and compliance with applicable law.

GRAND COUNTY ATTORNEY

By: _____

Name: _____

Title: Grand County Attorney

Date: _____

SAN JUAN COUNTY BOARD OF COMMISSIONERS

By: _____

Name: _____

Title: Chair, San Juan County Commission

Date: _____

ATTEST:

By: _____

Name: _____

Title: San Juan County Clerk/Auditor

Date: _____

SAN JUAN COUNTY SHERIFF'S OFFICE

By: _____

Name: _____

Title: San Juan County Sheriff

Date: _____

SAN JUAN COUNTY EMERGENCY MANAGEMENT

By: _____

Name: _____

Title: Emergency Manager

Date: _____

APPROVED AS TO FORM:

The undersigned attorney for San Juan County has reviewed this Agreement and finds it in proper form and compliance with applicable law.

SAN JUAN COUNTY ATTORNEY

By: _____

Name: _____

Title: San Juan County Attorney

Date: _____



**Utah Wildfire Resource Memorandum of Understanding
Between
Utah Division of Forestry, Fire and State Lands
And**

This Utah Wildfire Resource Memorandum of Understanding (“MOU”) is made by and between _____, hereinafter referred to as the “Department” or “District” as appropriate, and the State of Utah, Department of Natural Resources, Division of Forestry, Fire and State Lands, hereinafter referred to as the “Division.” This MOU is an addendum to the Cooperative Agreement between the Division and the Department or District. The “Department” or “District” and the “Division” shall hereafter be referred to jointly as “Parties.” The term of this MOU shall be five (5) years from the Effective Date.

PURPOSE OF MOU:

This MOU provides a mechanism for procurement, use, and compensation for wildfire services provided to the State of Utah and its cooperators by the Department or District outside of its jurisdictional area of responsibility or service area pursuant to the cooperative agreement. This MOU may also be used for other declared All-Hazard emergencies covered under the Stafford Act.

This MOU does NOT support or allow for the use of Supplemental Firefighters and/or Supplemental Fire Department Resources as defined herein.

DEFINITIONS:

- | | |
|----------------------------|--|
| Agency Administrator | The official responsible for managing a geographic unit or functional area with statutory authority over fire mitigation. They make critical strategic decisions, oversee incident management, and represent the agency’s interests. |
| Area Duty Officer | An on-call, qualified manager responsible for oversight, coordination, and initial decision-making for wildland fire responses and daily preparedness within a specific geographic area. |
| Assignment extension | Work commitment beyond the standard 14-day assignment period excluding travel. |
| Closest Forces or District | The use of the closest available, appropriate, qualified firefighting resources, regardless of agency, for initial attack. |

Cost To Government	This refers to the inclusion of direct compensation, benefits and other personnel costs associated with an individual's billing rate.
Department	Refers to the fire Department or fire District that is party to this MOU.
FEPP	The Federal Excess Personal Property (FEPP) program allows for excess federal property to be loaned to a state or territory for use in rural or wildland fire protection programs. The property remains titled with the federal government and is returned when the state or territory no longer uses the property.
Fire Management	All activities required to manipulate wildland fire for protection of at risk values, enhanced public safety, and land management objectives. Activities include but are not limited to: fire suppression, prescribed fire, prevention and education, hazardous fuel mitigation, training, planning, and preparation.
FBS	The Fire Business System (FBS) is a web-based billing system used by the Division under this MOU.
Independent Action	Action taken on lands under the protection responsibilities of another agency or entity without the notification and approval of that agency or entity.
Jurisdictional agency	The agency having land and resource management responsibility for a specific geographical or functional area as provided by law.
Mutual Aid	Reciprocal emergency response agreement between jurisdictional neighbors in which assistance is rendered. Compensation is agreed to by the jurisdictional agencies involved.
NWCG	The National Wildfire Coordinating Group (NWCG) provides national interoperable leadership in wildland fire operations among federal, state, local, Tribal, and territorial partners.
State Compact	A state fire compact is a legally binding, congressionally approved agreement between two or more states designed to facilitate mutual aid, resource sharing, and cooperation in the prevention, control, and suppression of forest fires and other wildland emergencies.
Supplemental Fire Fire Fighters, Supplemental Fire Department Members, or Supplemental Fire District Members	An individual from a local fire department who is brought in through an agreement to support incidents outside of the individual's regular jurisdiction or mutual aid zone. These individuals are not permanent members of the sponsoring fire departments and are mobilized for specific responses. This does not include Utah fire department personnel with an MOU supporting the efforts of another Utah fire department.

UWCAC	The Utah Wildfire Cooperator Advisory Council (UWCAC) is convened by the Utah State Forester to advise and support the Division of Forestry, Fire and State Lands' wildfire management program's oversight and implementation of the MOU.
Wildland Fire	An unplanned, uncontrolled, or unwanted fire that burns in vegetative fuels such as forests, grasslands, or shrublands.

RECITALS:

WHEREAS, it is in the best interest of the State of Utah and its cooperators to have wildland fires detected and suppressed quickly before they become large and more difficult to control;

WHEREAS, the Division has the responsibility to determine and execute the best method for protecting private and public property in Utah from wildfire;

WHEREAS, the Department or District may have the capability to respond and suppress fires under the jurisdiction of the Division or its partners or cooperators quicker and more effectively than any other assets or resources in the state;

WHEREAS, the Department or District represents that it is a duly constituted fire department, fire district, or non-profit association or political subdivision of the State of Utah authorized to provide fire protection within the boundaries of the **map attached** hereto and by reference made a part hereof (Appendix A); and

WHEREAS, the Department or District, may also have a limited number of units of firefighting equipment that can be made available to the Division for fire management work.

NOW THEREFORE, the parties to this MOU do hereby agree as follows:

THE DIVISION AGREES:

1. To provide personnel and wildland firefighting resources inside the jurisdictional boundary of the Department or District when deemed available by the Division, and when the Department or District has exhausted its own resources or capabilities, and has requested assistance from the Division or its cooperators.
2. To make available organizational training, technical assistance, and other expertise to the Department or District.
3. To maintain a level of firefighting capacity within the state utilizing Division resources, District or Department resources, and State Compact resources that will support effective fire suppression within Utah.
4. To make available such firefighting equipment as can be obtained and is suitable for the use of the Department or District in fire management work through custodial agreement(s). This includes programs like FEPP.
5. To produce, update, and distribute a handbook or manual that references rates, procedures, and other references associated with this MOU.
6. To provide any necessary forms required of the Department or District to execute its responsibilities under this MOU.

7. That the Department or District may refuse to furnish fire, EMT, ambulance, or other personnel and equipment outside of its jurisdictional boundary, if by furnishing the requested personnel, the Department or District's resources would be reduced to a level where it can no longer maintain adequate fire protection or public safety within its jurisdictional boundary or service area.
8. Pursuant to NWCG guidelines and standards, inspect the Department or District's equipment annually or prior to use, as determined by the Division (the "Inspection"). Random testing of pumping and drafting capabilities and inspection of the radio programming may also occur during the Inspection. The Inspection does not replace the safety inspection required for vehicle license and registration by the State of Utah.
9. To review and certify NWCG qualifications annually. This includes maintaining training files in the Incident Qualification System (IQS) database, reviewing and certifying performance task books, and producing Qualification Cards (Red Cards).

THE DEPARTMENT OR DISTRICT AGREES:

1. To notify the nearest interagency fire center of any wildland fires that may threaten or are currently impacting state or federal jurisdiction as soon as possible. The Department or District further agrees to provide the jurisdictional agency with a fire report on all known wildland fires for which the Department or District wishes to be reimbursed. The fire report is required for payment. **Note:** if a state or federal representative is on-scene, that person may relieve the Department or District of this requirement.
2. To adhere to the State of Utah's prioritization of wildland firefighting resources. Consequently, requests for out-of-area assignments will be processed according to the following order of precedence: (a) Non-federal land within Utah, (b) Federal land within Utah, (c) Compact states, (d) Other out-of-state jurisdictions.
3. To obtain approval from the Divisions Area Duty Officer before going available outside of the local interagency fire dispatch zone.
4. That it may be requested to engage in fire management outside of the Department or District's jurisdictional boundaries or service area, such as another district, county, or state, provided that, in doing so, the Department or District's resources would not be reduced to a level where the Department or District can no longer maintain an adequate level of fire protection within its own jurisdictional boundary or service area.
5. To coordinate with the assigned Division Area Duty Officer before extending resources beyond the standard 14 day assignment or swapping crews on assignments outside of Utah.
6. To maintain and make available for use at the request of the Division, a work force and the equipment identified in this MOU. The Department or District further agrees to maintain at the ready the Division's Fire Department Manual and Rate Book and the Fire Department Fire Rate Agreement contained within FBS.
7. To follow direction and supervision consistent with NWCG chain of command while engaged in suppression or fuels management activities.

8. To maintain on board all vehicles listed on the Fire Department Fire Rate Agreement the following documentation:
 - a. A current equipment inventory list
 - b. Letter of Cooperator verification
 - c. A copy of the Fire Department Rate Agreement
 - d. A copy of this MOU
 - e. Division's Fire Department Manual and Rate Book (current year)
 - f. Vehicle registration, DOT safety inspection and proof of vehicle insurance
9. To ensure that all vehicles are operated within, and never exceeding, the maximum Gross Vehicle Weight Rating (GVWR) specified by the manufacturer.
10. To ensure that each firefighter engaging in direct fire suppression, structural protection, or prescribed fire has a current "red card" in his or her possession while working under this MOU. Further details are found in the Division's Fire Department Manual and Rate Book.
11. To use the FBS for all reimbursement invoicing for services rendered under this MOU.
12. To work with local Division area offices to establish FBS profiles and to participate in mandatory bill submission training.
13. To submit requests for reimbursement to the Division's area office within thirty (30) days after release from the assignment in the manner and form prescribed by the Division. Claims for incidents beginning before July 1 shall be submitted before July 30 for State fiscal year closeout. **No requests for reimbursement will be accepted after the end of the calendar year for past year activities more than 30 days old.**
14. To maintain wildland fire training records, qualifications, and equipment standards as set forth by the Division. Personnel requested for structure protection on wildland urban interface or similar fires will be qualified to the level required for their structural firefighting position **and** basic wildland firefighter (i.e. "red card") certifications.
15. To provide the Division with source documentation verifying accredited training as prescribed by NWCG and supplemented by the Division, and to provide the Division access to wildland training files in order to certify wildland firefighting credentials.
16. To provide performance evaluations for 90% of assignments lasting more than five days. Performance evaluations shall be included within the billing package as prescribed by the Fire Department Manual.
17. To request red cards annually following completion of all required training.
18. To maintain at all times adequate workers' compensation coverage or other employer liability policy reasonably sufficient for the size and operations of the Department or District. And to take all necessary measures to ensure that coverage extends beyond state lines when the Department or District responds to an out-of-state request for resources.
19. To provide self-insurance or to maintain adequate insurance coverage with a carrier authorized to conduct business within the State of Utah, including a commercial general liability policy with limits no less than \$1,000,000 per occurrence and general aggregate limit. And to take all necessary measures to ensure that coverage extends beyond state lines when the Department or District responds to an out-of-state request for resources.
20. Automobile insurance coverage of \$1,000,000 combined single limit for each occurrence for all owned, hired or non-owned vehicles, applicable to claims arising from bodily injury or death to any person or damage to property arising out of the ownership, maintenance or use of any vehicle.

21. The Division shall not be liable or responsible for damage or injury to any individual or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by the Department or District or its employees performing under this MOU including travel to and from an incident, whether within or outside the state. The Division shall be indemnified and held harmless against claims for damage or injury in such cases.
22. To comply with the Division's incident and near-miss reporting guidance while assigned to incidents, projects, or activities. Any incident, accident, injury, vehicle mishap, operational safety concern, or near-miss occurring through the use of this MOU must be reported using the Division Incident Reporting Survey.
23. Unless covered by the Stafford Act 42 U.S.C. Section 4121 et seq., the Division will not reimburse for non-wildland fire incidents. Departments or Districts shall coordinate with the Division before deploying to any non-wildland fire incidents if the Department or District intends to use this MOU for reimbursement.

IT IS MUTUALLY AGREED:

1. The Parties shall each be responsible for their own losses arising out of the performance of this MOU. Each Party, including its employees, agents, and representatives, operating within the scope of this MOU, hereby waives any claim against any other Party for any loss, damage, personal injury, or death resulting from the performance of this MOU; provided however, that this provision shall not relieve any Party from responsibility for claims of third parties for losses for which the Party is otherwise legally liable. Third party claims will be processed by the Jurisdictional Agency.
2. Damage to Department or District equipment that is caused by a non-negligent act can be submitted to the jurisdictional agency through the established comps claims process. Where applicable, the Department or District shall utilize insurance first and additional non-covered costs will be evaluated and approved or denied through the process identified in the Standards for Interagency Incident Business Management Handbook, recognizing that the jurisdictional Agency Administrator will make the final determination.
3. That the Parties are governmental entities as defined in the Utah Governmental Immunity Act, Utah Code Chapter 63G-7 (the "Act"). Nothing in this MOU shall be construed as a waiver by either Party of any protections, rights, or defenses applicable to each Party under the Act, including without limitation the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of the Parties to incur by contract any liability for the operations, acts, or omissions of the other Party or any third-party and nothing in this MOU shall be so interpreted or construed.
4. Where the Act does not apply, including in circumstances where the Department or District responds to an out-of-state resource request, to the fullest extent permitted by law, the Division, the Department of Natural Resources, and the State of Utah on the one hand and the Department or District on the other hand mutually agree to defend, indemnify and hold each other and their agents, employees, and representatives harmless from and against all claims, damages, losses, and expenses relating to, arising out of, resulting from, or alleged to have resulted out of any fire management activity conducted pursuant to this MOU, except that each party shall bear liability to the extent that it is called for by law.
5. That claims arising from weight and balance, structural modifications, and gross vehicle weight of any vehicle subject to this MOU are the sole responsibility of the Department or District to whom the vehicle belongs or possesses by agreement. The Division and its cooperators shall be held harmless by the Department or District whose vehicles are involved for any liabilities, damage, injury or claims that arise from the use and involvement of said equipment in the

fighting of fires or other official use as provided for in this MOU. Any vehicles, including FEPP, that the Department or District deems not suitable for the purpose of fire suppression shall be taken out of service immediately and removed from the Fire Department Fire Rate Agreement.

6. The Division will pay and reimburse the Department or District for fire suppression services including equipment and personnel listed on the Fire Department Rate Agreement. Rates are established by the Division and in coordination with the UWCAC and may be adjusted annually. Payment for fire suppression shall be made only for such activities on land outside the Department or District's established jurisdictional boundaries or mandated service area, when requested by the agency with jurisdiction. Upon mutual agreement between the jurisdiction and the Division, the Department or District may receive reimbursement for services provided during extended attacks within their own service area, provided those services fall outside the established budget of the District or Department.
7. The Department or District shall also be reimbursed for fires on state or federal wildlands within its geographical boundaries or service area, when the jurisdictional agency has been informed of the wildland fire and the jurisdictional agency requests Department or District support. Notwithstanding, suppression action may occur in order to protect the Department or District's jurisdiction or neighboring jurisdictions without notification to the jurisdictional agency, in this case there is no reimbursement under this MOU.
8. Resources will be tracked by the local Interagency Fire Center through systems such as IROC or WildCad (InFORM). Resources covered under this MOU shall comply with ICS/NIMS demobilization procedures and not "self-demobilize" from the assigned incident.
9. Radio communications equipment standards under this MOU shall be narrow band (12.5 mhz) compliant. Resources being utilized within a "local area" only must have the capability of communicating by radio with the local Interagency Fire Center via the appropriate radio repeaters as well as communicate with field units on pre-programmed tactical and air to ground frequencies. Resources made available for dispatch outside of the local area shall have the ability to program all radios in the field.
10. Staffing of ordered equipment shall follow the standard staffing identified in the Fire Department Rate Agreement. Staffing that exceeds the standard staffing identified in the Fire Department Rate Agreement or extra personnel must be approved by the Duty Officer at the time of the dispatch request.
11. Cost to Government rates for personnel, decided upon by UWCAC, may be utilized in place of standard personnel rates by Department or Districts. Updates to rates must be submitted annually outside of the statutory fire season (June 1st - October 31st). Additional updates to cost to government rates may be made only if time allows.
12. Support and Command vehicles are only eligible for compensation on a case-by-case basis and if ordered and/or approved by the Division. In order to be eligible for compensation, Support and Command vehicles must appear on the Department or District's Fire Rate Agreement.
13. Payment to the Department or District will be made for services rendered. The Division will not be responsible for any payment or distribution of funds to individuals or entities other than the Party(ies) to this MOU.
14. The Department or District will be reimbursed as set forth in the Fire Department Rate Agreement.
15. Equipment under the Fire Department Rate Agreement is not eligible to receive reimbursement for loss, damage, or destruction due to ordinary wear and tear. Damage resulting from driver/operator negligence or poor maintenance will be the responsibility of the Department or District.

16. Consumable supplies such as, but not limited to, foam concentrate, MREs, or backfiring fusees may be replaced by the incident through a General Message Form (ICS-213) subject to approval by the line supervisor or Duty Officer representative.
17. Fire department personnel party to this MOU, are eligible for 3 days (up to 30 hours, and no more than 10 hours per day) of paid Rest and Recovery (R&R) after an assignment of fourteen or more consecutive days excluding travel to and from assignment outside their area of jurisdictional responsibility. R&R must occur on the days immediately following the assignment and may not be requested on regularly scheduled days off. Schedules may be requested by the Division to verify days off. The cost of R&R will be charged to the last ordering incident worked. Personnel cannot claim R&R pay while claiming pay for any other shift or work at the same time.
18. NWCG mandates that personnel receive adequate rest between wildland fire assignments. However, the local entity has the discretion to choose whether returning personnel will take R&R or work at their home unit upon completion of an assignment.
19. This MOU may be modified only by written amendment, signed by the Parties.
20. Under the Master Agreement between the Division and its Federal partners, the Division does not have the authority to allow for the use of Supplemental Fire Department Resources through this MOU. There will be no reimbursement for Supplemental Resources.
21. Any Party may terminate this agreement by written notice, thirty (30) days in advance of the effective date of such termination.
22. The Parties' performances under this MOU shall be without discrimination as to race, color, creed, sex, or national origin.
23. All notices required by this MOU shall be in writing delivered to the person and address specified below or to such other persons or addresses as the Parties may designate.
24. Execution of this MOU by a Department or District constitutes acceptance of rates as described in the annual publication of the *Fire Department Manual and Rates*.

SIGNATURES

Department or District:	Division of Forestry, Fire and State Lands
Address:	Address:
Phone #:	Phone #:
Authorized Agent:	Authorized Agent:
Authorized Signature:	Authorized Signature:
Date:	Date:
This UWRMOU was approved as to form without modifications by Connor Arrington, Assistant Attorney General, on May 1, 2026.	

Participating Entity Representative: _____

Date: _____

List of Appendices:

- A. Department or District Jurisdictional Boundary Map (provided by District or Department)
- B. Fire Department Rate Agreement

2026 Fire Department Manual and Rates



**FORESTRY, FIRE
& STATE LANDS**

State of Utah,

Department of Natural Resources
Division of Forestry, Fire & State Lands

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2026 CHANGES AND ADDITIONS

1. Updated language to state it is no longer required to submit the hard copy original Shift Tickets and Crew Time Reports to FFSL Area Offices for processing. They are now only uploaded per Area specifications with the submitted bill. The hard copy originals are to be kept at the FD per the owner's own retention schedule.
2. Added language to clarify Rest and Rehabilitation guidelines.
3. Added language to clarify Preposition Type Assignments
4. Added language to clarify Extensions
5. Moved language about on-incident fuel use so it is more prominent
6. Updated language about Prescribed burns and project work that is overseen by an FFSL Project Manager and does not fall under the UWRMOU.
7. Added language emphasizing bill submission for assignments beginning before July 1 be submitted by July 31 (State budget fiscal year closeout). Emphasis added to submit bills within 30 days following return of assignment including rejected bills being resubmitted.
8. Added language about true cost to government rates to only be submitted once annually outside of the June 1 - October 31 busy season. Additional submissions within the fire season will be reviewed as time allows.
9. Updated approval of true cost to government rates to happen by the Area Manager.
10. Updated language clarifying staffing for communications trailers can be coordinated with the incident.
11. Fixed EDRD and ESD rates which were switched, added PTRC, SCKN, IADP, ACDP and EDSP positions to the pay table.
12. Formatting changes for Crews, Squads, and EMPF/EMTF rates so they are easier to find.
13. Clarifying language added around ALS and IRBs and how it needs to appear on a resource order.
14. Updated language adding fire shelters to the list of required items on heavy equipment.
15. Updated contact information
16. Old pink Shift Tickets are obsolete. An Example of the new version has been added.
17. Removed language requiring a lunch break be taken while in travel status over 8 hours
18. Emphasis language added that FRAs given at check-in need to have the piece of equipment highlighted
19. Emphasis added that the incident supervisor signs the Shift Tickets and CTRs.
20. Emphasis added that if a hotel is approved by the incident and the rate is over GSA, the written language needs to include approval of the higher rate.

INTRODUCTION

The Utah Division of Forestry, Fire & State Lands (FFSL or the Division) Fire Department Manual & Rate Book defines the required procedures for wildland fire certification and establishes program requirements. Payment methods are defined for Utah Fire Departments and Districts (FD) and supporting agencies providing services on wildland fires outside their jurisdictional area of responsibility or during extended attack. For the purposes of this document, the term Federal Cooperator denotes federal agencies under the Department of the Interior (e.g. Bureau of Land Management, National Parks Service, Bureau of Indian Affairs, U.S. Fish and Wildlife Service) and the U.S. Department of Agriculture (i.e. Forest Service).

The described procedures are designed to be used on fire management activities by fire departments and local and county government agencies. As defined in the Cooperative Fire Management Agreement, it is FFSL's responsibility to be the single hiring point for equipment and personnel obtained from Utah FD's for all resources dispatched outside their jurisdictional responsibility.

It is the responsibility of the local FFSL Area Manager (or designee) to establish a Utah Wildfire Resource Memorandum of Understanding (UWRMOU) with fire service organizations for work on wildland fires outside their area of jurisdictional responsibility. A list of FFSL Area offices and contacts is included in this manual. (Reference Section pg 20).

Agencies using equipment or personnel from FD's are responsible for equipment and personnel timekeeping at the incident. **It is the responsibility of the FD to enter fire billings into the Fire Business System (FBS), as well as upload all original payment documentation from the incident, both personnel and equipment. Hard copies of the original documents should be kept with the department and preserved per their own retention schedule.**

When five (5) or more engines are dispatched to an incident, FFSL may furnish, upon request, a liaison to ensure the FD's and the incident are made aware of their responsibilities. The role of the liaison is to ensure Cooperative Fire Rate Agreements (FRA's) are valid and FD resources are familiar with the IMTs procedures, (i.e. timekeeping, caterers, showers, re-supply, etc.), although Incident Management Teams (IMT) are responsible for keeping time for all cooperators, Original payment packages are still required for FD audit; however, FBS digital uploads are now the acceptable substitute for paper submissions, provided they meet Area specifications.

AGREEMENTS

FFSL is a party to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement. This agreement defines the relationships and procedures for working with Federal Cooperators on wildland fires in Utah. Clause 10 under Section VII, Interagency Cooperation, states, "The local, city, and county fire resources are considered resources of the state." It also directs that, "The state will maintain all required agreements with those entities." FFSL maintains a Wildland Fire Protection Agreement with every county and many towns and cities. If a FD chooses, they may enter into a UWRMOU with FFSL.

The UWRMOU becomes an addendum to the Wildland Fire Protection Agreement with eligible entities as described in 65A-8-203(1)(a). This document provides a mechanism for procurement, use and compensation for FD resources outside their jurisdictional area of responsibility and/or during extended attack on Wildland fires. This procedure is reinforced and restated in the current statewide Operating Plan (OP) to which all wildland fire management agencies in Utah are party. Section 2.1.12 states, "Local fire departments that respond to fires outside their area of statutory authority will establish a UWRMOU with FFSL." Local OPs further define the specific roles and responsibilities of wildland fire management

agencies. Each interagency dispatch zone has an OP. Non-wildland fire response is not covered by this guide and the agreements in place do not allow for reimbursement on non-wildland fire assignments. There is limited exemption for Presidential declared emergencies. Contact your local Area office with any questions.

SIGN-UP PROCEDURE

Eligible FDs are to contact the local FFSL Area office. Contact information is listed in the Reference Section of this document, page 21. Division personnel will assist the FD in establishing an UWRMOU with FFSL. This UWRMOU defines the roles and responsibilities of each party.

The FD will also develop a Fire Rate Agreement (FRA) as part of the UWRMOU. The FRA is within the Fire Business System (FBS) and shall be entered and maintained by the FFSL Area FRA Manager. The local area FFSL office can and will guide you through the process using FBS. The FRA will identify all equipment available for fire assignments, set hourly rates, and identify minimum and standard staffing levels for each piece of equipment. Minimum staffing levels are defined by National Wildfire Coordinating Group (NWCG) standards. See the FRA general provisions in the Reference Section.

Nothing in the UWRMOU commits the FD to make equipment or personnel available to fire assignments outside their jurisdictional responsibility. The FD may restrict resource availability in order to provide an adequate level of fire protection on lands within their jurisdictional boundary or service area.

Once the department has established an UWRMOU and Rate Agreement with FFSL, and the equipment is found to be in safe working condition, it will be listed at the local interagency dispatch center. It will be the responsibility of the Division to notify the Dispatch Center when equipment and/or personnel are available for dispatch and the duration of the availability. FFSL may restrict the availability of resources to prioritize the needs of Utah.

Yearly UDOT equipment inspections will be required for all equipment placed on the department FRA. A copy of the UDOT safety inspection shall be sent to the Area office annually prior to the fire season. No payment will be made until this document has been received by the FFSL area office.

ASSIGNMENTS

In order for FD resources to be eligible for reimbursement under the UWRMOU, they must be requested or approved by the Division or its Federal Cooperators. Payment will be made only for fire management activities on lands outside the FD's established jurisdictional boundaries, extended attack within the FD jurisdictional area, when requested by FFSL or on state or federal lands within the FD jurisdictional boundaries when requested by the jurisdictional agency. Independent actions taken by the FD on lands owned by the state or federal government are not eligible for reimbursement without immediate notification to the Division and approval of the agency having jurisdiction. Although action may occur under "closest forces or mutual aid, in order to protect the FDs jurisdiction or neighboring jurisdictions during IA, reimbursement should not be assumed.

Initial attack on private lands is the responsibility of local government per 65A-8-202 & 202.5 until fire management authority is delegated to FFSL per 65A-8-203.

The Division's Area duty officer must approve resources dispatched outside of the local interagency fire center dispatch zone.

Incident business policy and procedures that are not specifically addressed in the FD Manual will follow NWCG Standards for Interagency Incident Business Management, PMS 902. [NWCG SIIBM](#)

Initial Attack: (IA) A FD may be the first and/or only resource to respond to a wildland fire on behalf of FFSL or its Federal Cooperators. In this case, the FD must be able to communicate by radio with the local interagency fire center. Communication must include, but not be limited to, fire size-up, fire status, and accurate location, as well as times on-scene, returning to station and out-of-service. Radio frequencies, Size-Up and reporting forms are available at the local FFSL area office and the Interagency Fire Centers.

If there are no state or federal engines on the fire the FD resource will also be expected to provide other information regarding the incident in the form of a Fire Report. The information in the Fire Report is necessary to process the invoice for reimbursement to the FD. On small IA fires, the local interagency fire center may or may not issue a Resource Order.

Extended Attack: When dispatched to an extended attack incident, it is required that a Resource Order be obtained from the local dispatch center. This will be used to track equipment and personnel while assigned to the incident and is necessary for the billing process. The interagency dispatch center will inform the resource where to report. Once on the incident, equipment and personnel must check-in with incident management and provide required documentation (e.g. Resource Order and Cooperative Fire Rate Agreement). Equipment not currently listed on an FRA and appropriately ordered through dispatch, should not be on the incident and may not be reimbursed.

If an IMT is managing the fire, check-in takes place in the Planning Section and a copy of the Cooperative Fire Rate Agreement must be provided to the Finance Section. On a smaller incident, check-in and confirmation of the Rate Agreement may be handled by the Incident Commander (IC).

A Vehicle/Heavy Equipment Inspection may be required at check-in. A copy of the inspection is kept with the vehicle at all times. If equipment is damaged on the incident, the inspection document is required to verify the condition of the equipment prior to use on the incident.

Damage to rolling equipment in excess of normal wear and tear will be documented at the incident and follow Property Management Guidelines (Chapter 30 Standards for Interagency Incident Business Management Handbook) and vehicle accident incident reporting procedures. Supply numbers may be issued for repairs/replacement. All claims for damage must be approved by State Office Fire Management personnel.

Claims for damaged vehicles and equipment must be reported to the jurisdictional agency or IMT and to a Division representative upon arrival home. All equipment and supplies that were used on the incident should be restocked before leaving the incident. While on the incident a Supply (S) Number must be obtained for items that cannot be replaced on the incident. Although this is required by the state for payment an S# alone is not approval for reimbursement. Form OF-289 will be required for Property Loss and Damage caused by the incident. (pg 30-31)

Resources will be tracked by the local interagency fire center by use of systems such as Interagency Resource Ordering Capability (IROC) or Wildland Fire Computer Aided Dispatch (WildCADE). Descriptions of equipment need to accurately identify the equipment. Changes need to be reported to dispatch so that IROC is updated with correct information regarding the agency owner of the equipment so that it is displayed correctly on the resource order. Resources will comply with Incident Command System (ICS) / National Incident Management System (NIMS) demobilization procedures and will never “self-demobilize” from an assigned incident. When released from an incident, a release inspection and post-inventory may be required on equipment. Ensure Emergency Equipment Shift Tickets (Shift Tickets) and/or Crew Time Reports (CTR’s) are complete and **signed**. A performance evaluation should be completed whenever possible. The standard assignment length is up to 14 days, exclusive of travel to and from home the unit.

- Time Keeping:** In all cases, an Emergency Equipment Shift Ticket (Shift Ticket) for equipment that lists all personnel and a Crew Time Report (CTR) for a single resource shall be completed and signed at the end of each operational period. Equipment starting and ending mileage should also be recorded on each Shift Ticket. The line supervisor or IC must sign the CTR and/or Shift Tickets and **legible copies** must be turned into finance daily. If finance is collecting original and electronic documents it is possible that the original documents will not be kept by finance and will be destroyed at the incident, therefore always confirm with finance that any original documents will be available to be picked up at the end of the assignment. It is strongly recommended to keep your original signed documents because there is not a guarantee that you will get them back from finance at the end of the assignment. **Digital copies or clear photos of the originals (pinks for the old Shift Ticket and white for the CTR and new Shift Ticket) must be uploaded into FBS or coordinated with the FFSL Area office.** When electronic Shift Tickets or CTRs are uploaded, check that the signature is transferred. Try converting to PDF before uploading if not. It is advised that the FD keep their originals for internal records. They are no longer required to be delivered to the area office. Fire time will be documented using military time that is rounded to the nearest quarter hour.
- Rest and Rehabilitation (R&R):** Fire department personnel under agreement with the State, are eligible for 3 days (up to 30 hours, and no more than 10 hours per day) of paid Rest and Recovery after an assignment of fourteen or more consecutive days excluding travel to and from assignment outside their area of jurisdictional responsibility. R&R must occur on the days immediately following the assignment and may not be requested on regularly scheduled days off. Schedules may be requested by the Division to verify days off. The cost of R&R will be charged to the last ordering incident worked and documented on CTRs signed by the home unit. Personnel can not claim R&R pay and claim pay for any other shift or work at the same time. NWCG mandates that personnel receive adequate rest between wildland fire assignments. However, the local entity has the discretion to choose whether returning personnel will take R&R or work at their home unit upon completion of an assignment.
- Preposition-type Assignments:** On preposition or task force assignments, personnel may be requested to work on multiple fires. Resources must bill time and expenses to the correct fire by listing it correctly on Shift Tickets or CTRs. Each fire worked—even one-day assignments—require a separate invoice. Back-to-back assignments within the same deployment cannot have overlapping personnel or equipment time, mileage, per diem, lodging, rental vehicles, or other costs. If 14 consecutive days are accrued and (R&R) is authorized, bill the R&R to the final assigned fire only.
- Crew Swaps:** Any piece of equipment that is rotating personnel must clearly show the hours of the personnel that are being rotated so that a separate stand alone bill can be created for each crew swap. Bills submitted for crew swaps follow the personnel not the equipment. Each crew should create their own invoice per crew swap with the equipment for that time period added to it. Make sure equipment time and mileage don't overlap on different invoices when submitting in FBS.
- Extensions:** Assignment extensions beyond 14 day assignments must be approved by the FFSL Area Duty Officer in writing.
- On-incident fuel use:** If you do not pay on site for utilizing fuel services on an incident, the fuel ticket, or OF-286 Equipment time report with the fuel use and cost recorded needs to be submitted to FFSL with the bill so it can be paid for as a deduction from the reimbursement.

Compensable meal periods: Personnel on the fireline may be compensated for their meal period if **ALL** of the following conditions are met:

- The fire is not controlled, AND
- The Operations Section Chief decides that it is critical to the effort of controlling the fire that personnel remain at their post of duty and continue to work as they eat, and may not show a meal break but must be documented on time reporting documents, AND
- The compensable meal break is approved by the supervisor and documented on the CTR and/or Shift Ticket at the next level and it is documented on the CTR, SF-261, AND
- In those situations where incident support personnel cannot be relieved from performing work and must remain at a post of duty, a meal period may be recorded as time worked for which compensation shall be allowed and documented on the CTR/Shift Ticket in the "Remarks" section as "No lunch taken due to working on an uncontrolled fireline with further explanation such as structure protection or to meet daily objectives". If a lunch is not documented on the CTR or Shift Ticket, the lunch will be automatically deducted by the State if no explanation is noted.

****Note**** If the resource is asked to show no break for the equipment being used then a staggered lunch period should be shown on all time records (CTR/Shift Tickets), leaving at least one person on the clock while the others take a lunch break. This should be noted on the CTR/Shift Ticket to show that there is always at least one person on shift. Failure to stagger lunches assigned to equipment requesting no break for equipment will negate reimbursement and a break will be deducted from the equipment time.

Prescribed fire (RX) and other fire management projects: Under the direction of a Division Project Manager, project work may be hired and managed to support other fire management activities, including division fuels mitigation and prescribed (RX) projects both within and outside the FD jurisdiction. Projects may be billed up to a maximum of \$10,000 per calendar year. Any work exceeding this amount requires a contract approved and signed by FFSL's legal team. Project work conducted for federal agencies must comply with the terms of agreements specific to each agency's procurement requirements.

All Risk Assignments: It is common for wildland fire resources to assist with non-fire incidents. The ability to mobilize a large and versatile workforce, skilled and knowledgeable in ICS, has proven invaluable in recent disaster recovery efforts. When requested under the authority of the Stafford Act, it is possible for Utah state resources to assist with these incidents. However, such incidents must have a presidential declaration of disaster before our services are eligible for reimbursement. All such incidents must be handled on a case-by-case basis. Be sure to check with the local FFSL Area office before accepting all risk assignments under the UWRMOU program.

PAYMENT PROCEDURE

For the FD to receive prompt payment for assignments outside their area of jurisdictional responsibility, it is imperative that the correct documentation is submitted in the appropriate time frame. When submitting the initial billing from your fire department a W-9 form must be attached to the first bill of the year. **Bills for reimbursement must be submitted to the local FFSL Area office within (30) days after release from the assignment in the manner and form prescribed by FFSL. No request for reimbursement will be accepted after the end of the calendar year for past year activities more than 30 days old. Bills for incidents beginning before July 1 must be submitted before July 30 for State Fiscal year**

closeout. Bills submitted with incomplete documentation will be returned to the FD and not processed until all required documentation is uploaded. Necessary forms are listed below. There is also a checklist available to FD resources at the following link under “Other Useful Links” under “Fire” on our website. <https://ffsl.utah.gov/fire/resources-for-fire-departments/> Returned bills also need to be resubmitted following the 30 days from release time frame.

- A fire department may choose to utilize additional personnel from another fire department to meet minimum staffing standards. For billing purposes, the rate used for reimbursement will be the rate associated with the individual person that was utilized. The rate that will be used is established by their home unit department.
- Reimbursement requests will, have uploaded at a **minimum**, digitized (scan or clear photo) copies of signed original Shift Tickets (OF 297) and/or CTRs (SF 261), a copy of the Resource Order (if on a Complex incident), and any “S” numbers, if issued. Digitized copies of original Receipts for any hotel stays are required. Meals (per diem) must have documentation in the form of a worksheet showing the meals that the individual(s) is/are eligible for.
- Items requested for resupply will need a General Message form (213 ICS) identifying item, Property Loss or Damage Report (OF 289) signed by finance/claims, the IC or a Division representative, and a copy of the Resource Order or a Replacement Acquisition form (OF 315) for items available through the national cache system signed by the IC and Supply, and/or a Claim for Loss of Personal Property (OF 95). On larger incidents the Incident Business Advisor (INBA) approves non-cache items. The Agency Administrator (AA) and FMO should also be included.
- Accident claim for reimbursement will need to have a Motor Accident form from the FD. If the FD does not have a form, a Motor Accident Form (SF 91) and Witness Statement form (SF 94) will need to be completed. All forms must be approved by finance/claims or the IC if a finance section is not available. A Division representative must be notified immediately.
- While on an incident, if personnel are sick or injured, and a medical claim is filed, the FD Workman’s Compensation form must be used. Be sure to meet the timeline requirements on first notification for Workmen's Compensation, i.e. – the documents must be filed within a certain time frame or will not be accepted.

TRAINING AND CERTIFICATION

FDs entering into a UWRMOU with FFSL must meet NWCG training and qualification standards for the position they are filling on an incident.

FD personnel receive their Red Cards, official documentation of NWCG qualification, through the Division by providing NWCG training documentation to the local Area office. The training requirements to reach the Single Resource ENGB position are listed in the NWCG PMS 310-1.

1. Training

There are several opportunities to receive training. UFRA or the local FFSL Area offices can provide the required training at no cost to the FD. Much of this training can be delivered to the FD and presented according to the needs and scheduling availability of the participants. Regardless of the source of the instruction provided, all training must be standardized and performed to the NWCG standard by qualified instructors as outlined in the PMS 901-1.

2. Testing

NWCG courses outline the way a test will be administered. Upon completing and passing a course students must obtain a NWCG course certificate from the authorized NWCG course provider and supply that to the local Area office for training record input.

3. Pass the physical fitness test

A work capacity test is required for most positions as outlined by NWCG. This test can be administered in-house and verified by the FD Chief. To remain current, the physical fitness test is required to be taken annually.

4. Certification

Once the courses and physical fitness requirements are completed, the FD Chief or administrator may apply for certification using the official Request for Certification form. The proper documentation containing testing results must be submitted to the Area Office. FFSL will then issue a Red Card with appropriate NWCG qualifications listed. You can submit a request for a red card on this website <https://ffsl.utah.gov/fire/resources-for-fire-departments/>

All Red Cards are valid for one year from the date issued.

Individuals serving on structural engines deployed outside the local dispatch zone for structure protection will, at a minimum, be certified at the NWCG FFT2 level.

WILDLAND FIRE PERSONAL PROTECTIVE EQUIPMENT

FDs entering into a UWRMOU with FFSL will be required to wear appropriate personal protective equipment (PPE) while engaged in fire suppression activities. The local FFSL Area office can assist in acquiring wildland fire PPE. There is also an annual Utah Fire Department Assistance Grant (UFDAG) that may be awarded to the department that could be used to purchase the required PPE for the department personnel, UFDAG prioritizes building firefighting capacity as the primary purpose. Required PPE is listed below.

1. Boots: All leather, lace-up type, minimum 8 inches high with lug-type soles and are in good condition (steel toe boots are not allowed).
2. Hard Hat: Plastic, Class B, ANSI Z89.1, 1986, OSHA approved, with chin strap. Note: Hard hat meeting NFPA Standard 1977, 2003 Edition, is required.
3. Gloves: One pair of heavy-duty leather gloves per person.
4. Eye Protection: One pair per person (meets standards ANSI 287, latest edition).
5. Headlamp: One lamp per person with batteries and attachment for hard hat.
6. Canteen: One-quart size, two per person required, four per person recommended (filled prior to arrival at incident).
7. New Generation Fire Shelter: One serviceable shelter per person.
8. Flame Resistant Clothing: Shirt and trousers for fireline duties, flame resistant clothing must:
 - a. Self-extinguish upon removal from heat source.

- b. Act as an effective thermal barrier by minimizing conductive heat transfer.
 - c. Not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source.
 - d. Be manufactured from flame retardant treated (FRT) cotton, FRT rayon, FRT wool, aramid (Nomex), or other similar fabric. Must be NFPA 1977 compliant
9. Turn-out Gear (structural engines only)

ENGINES AND WATER TENDERS

Classifying:

When classifying engines and water tenders, all of the requirements for both equipment and staffing must be met and must be certified. A UWRMOU must be signed by the FD Chief, or a designee, stating that both equipment and staffing meet the minimum requirements. The FFSL State area office must validate the FRA for it to be valid. Equipment lacking this certification will not be enrolled in the UWRMOU program and is not available for reimbursement. Prior to dispatch, it is the FDs responsibility to submit the certification/agreement (FRA) to the FFSL area office.

Tank Baffling:

The water tanks must be equipped with partitions which reduces the shifting of the water load. Engines need to have the water tank baffled in a manner that conforms to NFPA Standards for Mobile Water Supply Apparatus, or the American Society of Mechanical Engineers standards.

Training Requirements (Engines and Tactical Water Tenders only)

Engines and tactical water tenders must have a qualified ENGB in command to meet NWCG standards. If an engine/water tender is working within the department's jurisdictional boundary all crew member(s) need to be qualified to at least the NWCG FFT2 or NFPA WFF1 level.

Additional Requirements:

When fully loaded, including operators and accessory equipment, the vehicle will conform to manufacturer's gross vehicle weight rating (GVWR), or state highway gross vehicle weight (GVW) limits, whichever is less. This includes balancing the load in a manner that all axle weights comply with the manufacturer's gross axle weight rating.

Vehicles shall be configured in a manner that the vehicle's center of gravity is within the design limits of the equipment.

ENGINE REQUIREMENTS

The following information applies to both structural and wildland engines.

At the time of the pre-season inspection, the FD must provide a complete inventory list of the firefighting accessories on the vehicle. A copy of the inventory must be given to the FFSL fire warden. In addition, while on an incident, the inventory may be requested by the Procurement Unit. The required inventory list is in the Reference Section. Additional Training Requirements:

Individuals serving on structural engines, deployed outside the local interagency dispatch zone, for structure protection must, at a minimum, be certified at the NWCG FFT2 level as well as structural Firefighter 1.

Classification for Engines:

MINIMUM STANDARDS: The following guide is to aid in the classification of engines. When typing equipment, all standards must be met for the equipment to be qualified to NWCG standards. Failure to meet any standard will place the equipment in a lower type or lead to disqualification from the UWRMOU program. Apparatus utilized for transportation only should bill the applicable mileage rate when not being requested or used as equipment.

Components	Engine Classifications Minimum Standards For Type						
	1*	2*	3	4	5	6	7
Pump Capacity (GPM at PSI)	1000+ 150	250+ 150	150 250	50 100	50 100	30 100	10 100
Tank Capacity	400+	400+	500+	750+	400-750	150-400	50-200
Hose, 2 ½" (feet)	1200	1000	--	--	--	--	--
Hose, 1 ½" (feet)	400	500	1,000	300	300	300	--
Hose, 1" (feet)	-0-	-0-	500	300	300	300	200
Ladder (feet)	**48'	**48'	--	--	--	--	--
Master Stream (GPM)	500	--	--	--	--	--	--
Personnel (minimum number) Must have one ENGB	4	3	3	2	2	2	2
4 X 4 required	N	N	N	Y	Y	Y	Y

*Type 1 and 2 structural engines must meet minimum specifications of NFPA 1901.

**This includes a 24' extension ladder, 14' roof ladder and 10' attic ladder for a total of 48'

Guide for Apparatus Classification NFPA Minimum Standards for Structure Fire Apparatus

Purpose: This guide was developed to aid those not familiar with structural fire apparatus, but who have a need to access the capabilities and minimum equipment standards required of this apparatus to function within a particular ICS type (for dispatch and payment purposes).

Universal Requirements:

- All hose and appliance thread must meet the national standard, not iron pipe or others.
- Adapters are acceptable.
- A red flashing light, or lights visible through 360 degrees in a horizontal plane, must be installed. In addition, a pair of flashing, oscillating or rotating warning lights must be affixed on the front of the vehicle facing forward and below the windshield level with another pair affixed at the back of the vehicle facing to the rear. An intersection light must be affixed between the front wheel and the front of the vehicle on each side.
- Two universally mounted sealed beam rear lights must be provided.
- Audible warning equipment in the form of one automotive horn and one electric or electronic siren must be provided.
- The ignition key, if any, cannot be removable.

Standards for Structural Fire Apparatus: The following is a list of equipment deemed necessary for structural apparatus to operate safely and efficiently on the fire ground. This list, while not complete, is taken from NFPA Standards 1901, 1903, and 1904, 2003 editions. Type 1 and 2 engines would be expected to follow these requirements and to include the equipment when in the structure firefighting mode. These NFPA Standards should be consulted if additional information or equipment listing is needed.

NFPA 1901, 2016 Edition – Additional Standards for Type 1 and 2 Engines

- Axes, 1 each, pick head and flat head, 6lb.
- Ladders, 1 each, 14 ft. roof (folding hooks) and 24 ft. 2-section extension.
- Suction hose, minimum of 15 ft.
- Pike pole or plaster hook, 1 each, 6 ft.; and 1 each, 8 ft or longer.
- Hand lights, portable, 2 each.
- Fire extinguisher, portable, 2 each, 80 BC Dry Chem. Or 10 BC CO2.
- Fire extinguisher, 1 each, 2-½ gal water.
- One double female swivel connection with pump intake threads on one end and one or more 2½" female connections with National Standard hose thread on the other.
- SCBA, 1 each for each firefighter; 30-minute positive pressure, NFPA 1981 compliant. (Type I and II structural engines only)
- SCBA spare cylinders, 1 each for each SCBA carried, for SCBA type used. (Type I and II structural engines only)
- First Aid Kit, 1 each, 24 unit
- Combination fog nozzles, 2 each, 200 GPM minimum; 2 each, 95 GPM minimum
- Double male, 2 each and double female, 2 each (sized to fit hose used).
- Double-gated reducing wye, 1 each (sized to fit hose used).
- Hydrant wrench, 2 each, combination spanner wrench, 4 each
- Two-wheel chocks (meets industry standards)
- Rubber mallet, 1 each, suitable for loosening suction hose connections

**Structure Engine Inventory is listed in the Reference Section

WATER TENDER REQUIREMENTS

Tactical Water Tenders

Tactical water tenders (WTT) are intended for use in the following tactical operations; in support of urban interface incidents when structures are involved, for use on the fireline or in direct support of fire suppression activities. Tactical use is defined as "direct fire suppression missions such as; pumping hose lays, live reel use, running attack and use of spray bars and monitors to suppress fires."

Non-Tactical Water Tenders

Non-tactical water tenders (WAT) are intended for use in the following operations, dust abatement, water transfer and unloading into a port-a-tank or engine. Water tenders will not be used in direct suppression activities. Water tenders must have a spreader bar or other apparatus that is capable of broadcasting an even spray.

Training Requirements

Non-tactical water tender operators need to be qualified at the NWCG FFT2 or NFPA WFF1 level when supporting suppression activities on the fireline.

Water Tender and Tactical Water Tender Classification

Components	Minimum Standards Non-Tactical Water Tender (WAT)		
	1	2	3
Pump capacity (GPM)	300	200	200
Tank capacity (Gallons) (4000	2500	1000
Off Load capacity (GPM)	300	200	200
Maximum Refill Time (minutes)	30	20	15
Personnel	1	1	1
Drafting Capability or refill pump	Yes	Yes	Yes
Staffing	2	2	2
Components	Minimum Standards Tactical Water Tenders (WTT)		
Type	1	2	
Tank Capacity (gallons)			
Minimum	2000	1000	
Maximum	NONE	1999	
Pump Minimum Flow (gpm)	250	250	
@ rated pressure (psi)	150	150	
Hose (feet) Live Hose Reel ¾ inch ID	100	100	
Spray Bar or Equivalent (Monitor)	Yes	Yes	
Pump and Roll	Yes	Yes	
Foam Proportioner System	Yes	Yes	
Drafting Capabilities (May use portable pump that meets minimum standards)	Yes	Yes	
Personnel, NWCG Engine Boss	1	1	
Personnel, NWCG FFT2 or better	1 (minimum)	1 (minimum)	

Minimum Required Components for Water Tenders can be found in the Reference Section.

VEHICLE, EQUIPMENT AND PERSONNEL RATES

General

All Fire Department engines and equipment entering into a UWRMOU with FFSL will be reimbursed using a daily max rate. Shifts less than 8 hours will be reimbursed at an hourly rate. When equipment deploys to multiple incidents within the same 24 hour period the equipment cannot bill more than the maximum daily rate and will need to adjust FBS bills accordingly. All apparatus entering into the UWRMOU program will be NWCG Fully Qualified. All rates associated with Department equipment will be labeled as UNSTAFFED.

- NWCG fully qualified: personnel training and qualifications must meet all NWCG standards. A single resource ENGB must be in command of the engine or tactical water tender to be fully qualified. Equipment may be available, at the FD Chief's discretion and FFSL area FMO approval, for dispatch anywhere inside or outside the local interagency dispatch zone.

- NWCG Fully Qualified UNSTAFFED rates will be used by all departments. Resources using this rate must carry with them their personnel rates listed with each individuals' rate. The standard rate for personnel will be reimbursed at the individuals assigned position on the assignment noted on the resource order.

Departments utilizing the True Cost to Government Rate (FD Rate) will work closely with their home unit. They must also work with the division's area offices, to make sure the approval and rates have been implemented correctly and can be entered into the Fire Business System (FBS). Updates must be submitted only once annually to the area office for approval outside the fire season (June 1st, October 31st) The Standard Rate or True Cost to Government Rate once implemented, should be maintained for the remainder of the fire season. Additional updates to cost to government rates may be made only if time allows.

Once the area office has worked with the individual department to verify proposed rates, the area will approve the rates or reach out to the Salt Lake Office with any unresolved concerns. The approved list of rates will then be uploaded into FBS, signed and dated by the Area Manager.

In situations where the FD is relying on FFSL for support setting FD Rates, information will be gathered from the FD. These items may include employee names, work schedules, and pay rates associated with FD personnel. If additional information is requested, it will be provided from the home unit to the FFSL Area Office for initial review.

Standard Rate Structure

FD equipment will be compensated at a Daily Max rate plus mileage as noted on the resources Fire Rate Agreement. Shifts less than 8 hours will be compensated at the hourly rate shown in the table below.

Fire Department Engines				
Class	Hourly Rate	Daily Rate	Mileage Rate	Minimum NWCG Staffing
T1 Engine	\$338	\$2704	\$1.56	1-ENGB, 1-FFT1, 1-FFT2
T2 Engine	\$318	\$2544	\$1.56	1 ENGB, 2 FFT2
Wildland Engines				
T3 Engine	\$322	\$2576	\$1.56	1-ENGB, 2-FFT2
T4 Engine	\$322	\$2576	\$1.56	1-ENGB, 1-FFT2
T5 Engine	\$176	\$1408	\$1.07	
T6 Engine	\$176	\$1408	\$1.07	
Water Tenders (Tactical)				
T1 Tender	\$302	\$2416	\$1.56	1-ENGB, 1-FFT2
T2 Tender	\$302	\$2416	\$1.56	
Water Tenders (Non-Tactical)				
T1 Tender	\$242	\$1936	\$1.56	1-FFT2
T2 Tender	\$242	\$1936	\$1.56	
T3 Tender	\$242	\$1936	\$1.56	

Federal Excess Personal Property (FEPP)

Some fire service organizations have on loan FEPP equipment.

All FEPP vehicles must be painted to distinguish them from military vehicles before they are eligible for reimbursement under this program.

The rate for this equipment will be negotiated separately. Equipment rates for FEPP should only include operating costs that include maintenance, fuel, oil, etc. Costs may not include amortization, depreciation, replacement costs, modification, start-up costs, or related charges. Since the title of FEPP equipment stays with the federal government, maintenance beyond normal wear and tear requires additional written approval.

Fire Department Rates FEPP Engines				
Class	Hourly Rate	Daily Rate	Mileage Rate	Minimum # Persons and Position
T1 Engine	N/A	N/A	N/A	1-ENGB, 1-FFT1, 2-FFT2
T2 Engine	N/A	N/A	N/A	1 ENGB, 2 FFT2
Wildland Engines				
T3 Engine	\$176.88	\$1,415.04	\$1.56	1-ENGB, 2-FFT2
T4 Engine	\$176.88	\$1,415.04	\$1.56	1-ENGB, 1-FFT2
T5 Engine	\$100.32	\$802.56	\$1.07	
T6 Engine	\$100.32	\$802.56	\$1.07	
Water Tenders (Tactical)				
T1 Tender	\$169.76	\$1,358.00	\$1.56	1-ENGB, 1-FFT2
T2 Tender	\$169.76	\$1,358.00	\$1.56	
Water Tenders (Non-Tactical)				
T1 Tender	\$135.96	\$1,087.68	\$1.56	1-FFT2
T2 Tender	\$135.96	\$1,087.68	\$1.56	
T3 Tender	\$135.96	\$1,087.68	\$1.56	

Other Provisions

- **Additional personnel, when requested, must be approved by the incident or agency administrator fiscally responsible for the incident. Additional personnel must be agreed to by the FD, the Incident and FFSL.** All personnel will be recorded on the equipment Shift Ticket. Pay entitlement, including administrative leave, for a paid day(s) off cannot be authorized on the individual's regular day(s) off at their home unit. Individual firefighters' days off must be established at the home unit, or the typical days off will be assumed to be Saturday and Sunday.
- No reimbursement will occur for equipment not meeting NWCG minimum staffing requirements on out of area assignments.
- Tactical water tenders that do not have two people listed on the Shift Ticket, one as an ENGB, will only be paid as "support" water tender. "Tactical" (or WTT) must be printed on the Shift Ticket for payment as a tactical tender.
- Type 1 engines not meeting minimum staffing standards (4) may be compensated as a Type 2 engine if minimum staffing is 3.
- If engine/crew personnel are switched out during an incident and the swap results in a change in qualifications (ENGB replaced with FFT1/WFF2), the rate will be adjusted at that time to reflect the appropriate rate.
- Type I and Type II engines do not require an NWCG qualified Engine Boss but must be staffed with Red-Carded personnel at the basic firefighter level. (In state only, out of state RO may require the ENGB qualification).
- **NO other equipment, outside of Tactical Water Tenders and Type 1 engines, not meeting NWCG staffing will be reimbursed.**

Rates for additional FD equipment and personnel are listed above. Any additional equipment, EMTs or paramedics must be listed on the Cooperative Fire Rate Agreement and approved by the Division.

FD Rates Miscellaneous Equipment			
Rates were determined after a comparison study was completed between geographic areas.			
Additional Equipment			
	Hourly Rate	Maximum Daily Rate	NWCG Minimum Staffing
Pumpkin/Porta Tank (min. 1500 gal)	N/A	\$85	0
Approved Crew Member Rate (Approved Crews Only)	\$64.90	n/a	0
Portable pumps > 200 GPM (order specifically)	\$17	\$135	0
ATV – 4 Wheel Drive	\$9	\$100	0
UTV – Gators / side by side	\$13	\$125	0
Command Vehicle (Only miles. USED on Fireline when requested)	\$1.03 per mile**	n/a	0
Sedan/ Van/Station Wagon	\$1.03 per mile**	n/a	0
4X2 Truck	\$1.03 per mile**	n/a	0
4X4 Sport Utility	\$1.03 per mile**	n/a	0
4X4 Truck	\$1.03 per mile**	n/a	0
Crew Carrier (7 passengers or more)	\$2.35 per mile**	n/a	0
Crew Carrier (6 passengers or less)	\$1.70 per mile **	n/a	0
Portable Office Trailer w/o operator	--	\$300	1
Mechanic Service Truck with operator (For minimum requirements refer to NWCG SIIBMH)	\$100	\$892	1
Communications / Trailer / RV,	\$165.63	\$1,325	*****

Truck tractor w/Trailer w/operator	\$3.70/mile** or \$70 Hr*	\$840	2	*
Truck tractor w/Trailer no operator	\$44	\$525	1	
Chainsaws (ordered specifically)	\$8	\$50	0	
Generators 35 kw – 70 kw	\$15	\$175	0	
Command Post Vehicle RV w/operator	\$120	\$1440	1	
Chipper 14" or > – Includes truck w / operator	\$65	\$910	2	
Ambulance ALS (Unstaffed)	\$160 \$1.49/mile	\$1280	2	
EMT Basic	\$52.80	N/A	1	
EMT Advanced	\$60.50	N/A	1	
Paramedic / Medic ALS	\$67.10	N/A	1	
Insertion/Rescue Bag (IRB) and Medical Kit (ALS)****	\$15	\$210	0	

Whichever is greater for transport

- ** *Per mile will only be reimbursable when mileage is verified on a Shift Ticket or CTR.*
- *** *Hospital transport may be charged at the prevailing ambulance service area rate, not the rate under this agreement. If the prevailing ambulance service area rate is used, when an ambulance is in transport it will be off the clock from the incident. When transport is complete an hourly rate will be used for that day. Not to exceed the daily maximum. **SS = Single Shift (16 or less hours), DS = Double Shift, Double shift requires 24/7 coverage with 2:1 being met by switching crew members out daily.***
- **** *ALS kits are assigned to EMTs or Paramedics; the rate for ALS/IRBs have not been included in the rates above. When the **FD personnel** are using the FD rate (True Cost to government) or the Standard rates shown above, **the rate structure is hourly for personnel, the day or hourly rate for the ALS or IRB kits should be added.***
If a rental vehicle is utilized after being approved, FFSL will reimburse rental and fuel costs incurred when costs have been properly documented. (Receipts are required)
- ***** *Staffing may be coordinated with the incident.*

Daily Rate: Equipment paid by a daily rate is based on a calendar day (0001-2400). For partial days worked, either at the beginning or ending time of hire, payment will be based on the established hourly rate for shifts of less than 8 hours. When equipment is deployed to multiple incidents within a 24 hour period, the equipment cannot bill more than the maximum daily rate and FBS bills need to be adjusted accordingly.

Wet Rate: The cost of fuel, oil and other lubricants or additives are included in the hourly or daily rate and the FD is responsible for this cost. Deduction of fuel obtained from incident fuel tenders will be deducted from any invoices. **If fuel is obtained on the incident and not paid for with a credit card the fuel ticket must be provided with the FFSL financial package and deducted from the final bill.**

Personnel Positions

Overhead Positions	RATE
FFT2, AREP, THSP, FOBS, EDRC, RADO, CREP, READ, HECM	\$33
FFT1, ICT5, BCMG, PTRC, EQTR, EDSO, ENOP, SCKN	\$38.50
SOFR, SRB, ICT4, LEO, HEQB, ENGB	\$44
Unit Leader, Section Chief 3, LOFR, INVF, TFLD, STL, IADP, ACDP, EDSP	\$55
DIVS, ICT3, Section Chief	\$66
CIMT Command Staff ok	\$71.50
*Crew (20-person)	\$64.90
**Squad (5-6-person)	\$33.00 - \$44.00
EMTF, EMPF	***See Notes

*This crew rate may only be used by a State approved crew.

**Based on the individual squad member's qualifications. This rate should never exceed the SRB rate. The squad rate is only to be utilized when the State has approved squad member's qualifications. Squads shall only be used for in-state assignments.

***EMTs and Paramedics: Fireline EMTs (EMTF) and Fireline Paramedics (EMPF) are required to complete the following NWCG training: ICS-100, ICS-200, IS-700, L-180, RT-130, S-130, S-190, S-270 and S-290 for certification. All EMTs and Paramedics dispatched outside their interagency dispatch zone will be "line qualified," meaning the individual must have a minimum qualification of FFT2 (NWCG) / WFF1 (NFPA) with a current red card, with an arduous fitness rating and a current EMT or Paramedic card issued by the Utah Dept. of Health, Division of Emergency Medical Services.

***All EMT and Paramedics must have a Resource Order from the interagency dispatch center that must have "with kit and 4x4 vehicle" in the special needs or comment section. This will enable the EMT or Paramedic to be resupplied by the incident for items expended from their kit. Kit contents are listed in the Reference Section. Any additional equipment such as IRB's or an additional ALS kit receiving a daily rate must be ordered and/or noted on the resource order that an EXTRA kit is approved.

Backfill charges are not reimbursable under the UWRMOU

Heavy Equipment

All heavy equipment is required to be equipped with certified rollover protection, a safety canopy, an approved spark arrester (if not turbo charged) on all naturally aspirated engines, axe or Pulaski, shovel, fire extinguisher (minimum 10:BC rating), headlights, backup lights, backup alarm and fire shelter.

Dozer (or crawler tractor with dozer blade): Rate does NOT include operator. (DOZ operator does not have to be Heavy Equipment qualified (HEQB) but a qualified HEQB must supervise DOZ operations), FD provided support for pilot cars, fuel, maintenance, operator transportation and hauling/transporting permits, if required.

Type	Engine Net HP At Flywheel	Hourly Rate	Daily Rate Maximum	How to Hire
3	50 HP – 99 HP	\$103	\$1440	Wet
2	100 HP – 199 HP	\$107	\$1503	
1	200 HP and Greater	\$202	\$2835	

Refer to Chapter 20 of the Interagency Incident Business Management Handbook (IIBMH) for make and model within each type.

Road Grader: Rate does NOT include operator (grader operator does not have to be HEQB but a qualified HEQB must supervise grader operations), FD provided support for pilot cars, fuel, maintenance, operator transportation and hauling/transporting permits, if required.

Type	Engine Net HP at Flywheel	Hourly Rate	Daily Rate Maximum	How to Hire
4	75 HP – 114 HP	\$96	\$1350	Wet
3	115 HP – 144 HP	\$112	\$1575	
2	145 HP – 199 HP	\$112	\$1575	
1	200 HP – 250 HP	\$116	\$1620	

Refer to Chapter 20 of the IIBMH for make and model within each type.

Other Rates: Rates for equipment or services not listed here will be negotiated during a pre-season sign-up period.

Equipment not signed up under this agreement may be hired as needed on an incident. Any agreements made under these circumstances will be for the duration of the incident and under a different rate structure.

Operators will bill time using either the True Cost to Gov rate or a Standard Rate of \$44 per hour.

Project Equipment and Personnel Rates

Utilization of FD personnel on projects will require a separate agreement

FD Project Rates	
Rates were determined after a comparison of rental rates minus profits	
Additional Equipment	
Type	Hourly/Mileage Rate
Personnel Rate	\$32.00 per hour
Crew Rate (per person)	\$32.00 per hour
ATV – 4 Wheel Drive (actual hours used)	\$9.00 per hour
Command Vehicle (4x4 – 4x2 pickup)	\$1.03 per mile
Crew Carrier (transport only)	\$1.70 per mile
Water Tender (all sizes)	\$1.49 per mile
Chipper 14" or > – Includes towing truck	\$35.00 per hour
Skidder w/trailer and truck for transport	\$45.00 per hour
Bobcat with Fecon Head (Forestry Mulcher) with trailer and truck for transport	\$55.00 per hour
Chainsaw >16"	\$1.50 per hour or \$15.00 max daily

Mileage is included in the above rates unless identified.

*****EQUIPMENT RATES ABOVE DO NOT INCLUDE OPERATORS *****

REFERENCE SECTION

Utah Division of Forestry, Fire & State Lands Directory

Main Salt Lake Office	
<p>Brett Ostler State Fire Management Officer 1594 West North Temple, Suite 3520 PO Box 145703 Salt Lake City, Utah 84114-5703 801-538-5389 Office 385-251-0144 Cell brettostler@utah.gov</p>	<p>Wade Snyder Deputy State Fire Management Officer 1594 West North Temple, Suite 3520 PO Box 145703 Salt Lake City, Utah 84114-5703 801-538-7222 Office 801-554-6121 Cell wadesnyder@utah.gov</p>
<p>Katie Ricks Statewide Fire Business Coordinator 1594 West North Temple, Suite 3520 PO Box 145703 Salt Lake City, Utah 84114-5703 801-589-0773Cell katiericks@utah.gov</p>	<p>Wes Ashton / Rhonda Shay Statewide Fire Business Specialists 1594 West North Temple, Suite 3520 PO Box 145703 Salt Lake City, Utah 84114-5703 Wes Cell: 385-260-0157 Rhonda Cell: 385-266-2655 washon@utah.gov / rshay@utah.gov</p>
Bear River Area	Wasatch Front Area
<p>Counties Served: Box Elder, Cache, Rich, Weber Dusty Richards Fire Management Officer 1780 N Research Parkway, Suite 104 Logan, Utah 84341 435-752-8701 Office 435-890-2071 Cell dustinrichards@utah.gov</p>	<p>Counties Served: Utah, Davis, Morgan, Salt Lake, Tooele Vacant Fire Management Officer 1594 West North Temple, Suite 3520 Salt Lake City, Utah 84114-5703 385-226-1761 Cell</p>
Northeast Area	Central Area
<p>Counties Served: Daggett, Duchesne, Summit, Uintah, Wasatch Ryan Lafontaine Fire Management Officer 2210 S Hwy 40 Suite B Heber City, Utah 84032 (385) 375-0552 Cell (603) 391-6964 Other ryanlafontaine@utah.gov</p>	<p>Counties Served: Juab, Millard, Piute, Sanpete, Sevier, Wayne Landon Rowley Fire Management Officer 2031 South Industrial Park Road. Richfield, Utah 84701 435-896-2558 Office 435-851-1273 Cell lsrowley@utah.gov</p>
Southwest Area	Southeast Area
<p>Counties Served: Beaver, Garfield, Iron, Kane, Washington Clint Coates Fire Management Officer 646 North Main Street Cedar City, Utah 84721 435-586-4408 Office 385-370-0023 Cell clintcoates@utah.gov</p>	<p>Counties Served: Carbon, Emery, Grand, San Juan Rudy Sandoval Fire Management Officer 319 N. Carbonville Rd. Suite D Price, Utah 84501 435-613-3770 Office 435-650-0114 Cell rudysandoval@utah.gov</p>



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Natural Resources
Division of Forestry, Fire & State Lands

JOEL FERRY
Executive Director

JAMIE BARNES
Director/State Forester

June 1, 2026

To Whom It May Concern:

The Utah Fire Departments are Cooperators of the State of Utah. They are recognized, under the Stafford Act Response Agreement and the Master Cooperative Wildland Fire Management Agreement (CFMA) between the State of Utah and the federal land management agencies, as state-controlled suppression resources when dispatched outside their area of responsibility.

Utah Fire Departments should be treated and tracked as a cooperator crew and/or equipment (Crew Time Reports, Emergency Firefighter Time Report, Emergency Equipment Shift Ticket, etc.). They have copies of the Utah CFMA with the federal land management agencies, the state-wide Operating Plan, and the State/County Cooperative Agreement. These resources should have copies of their departments rates for personnel and equipment. Approved departments have a true cost to government rate and will have a copy of their Fire Rate Agreement (FRA). The other Fire Departments will use the standard rates listed in the Utah Fire Department Manual and included on their FRA.

Resources ordered under the Utah CFMA, will be reimbursed by the State of Utah when used on federal wildland fires inside the State of Utah, or any out of state fires regardless of ownership/administration. For federal fires within the state, reimbursement to the state for these resources is made as part of the overall settlement between the State and federal land management agencies for all fires. Out-of-state fire costs are billed by the state to the appropriate fire billing processing center depending on the jurisdictional agency responsible for the fire. When resources are ordered under a state to state agreement such as the Great Plains Interstate Fire Compact, fire billing will be sent to the ordering agency as agreed upon in the agreement. **The original documentation must be returned with the suppression resource!**

Should you have questions concerning these resources please contact:

Brett Ostler
State Fire Management Officer
Cell: 385-251-0144

Wade Snyder
Deputy State Fire Management Officer
Cell: 801-554-6121

Sincerely,


Brett Ostler (Apr 9, 2026 17:15:45 MDT)

Brett Ostler
State Fire Management Officer



Resource Order Form

RESOURCE ORDER		Initial Date/ Time		2. INCIDENT/ PROJECT NAME				3. INCIDENT/ PROJECT ORDER NUMBER				4. OFFICE REFERENCE NUMBER						
5. DESCRIPTIVE LOCATION/ RESPONSE AREA		6. SEC		TWN	RNG	Base MDM		8. INCIDENT BASE/ PHONE NUMBER				9. JURISDICTION/ AGENCY						
		7. MAP REFERENCE		LAT		LONG		10. ORDERING OFFICE										
11. AIRCRAFT INFORMATION																		
BEARING	DISTANCE	BASE OR OMNI	AIR CONTACT	FREQUENCY	FREQUENCY	GROUND CONTACT	FREQUENCY	RELOAD BASE	OTHER AIRCRAFT/ HAZARDS									
12. Request Number	Ordered Date/ Time	From	To	Q T Y	RESOURCE REQUESTED	Needed Date/ Time	Deliver To	To	From	Time	Agency ID	RESOURCE ASSIGNED	ETD	ETA	RELEASED Date	To	Time ETA	
13. ORDER RELAYED		ACTION TAKEN		ORDER RELAYED				ACTION TAKEN										
Req. No.	Date	Time	To	From	Req. No.	Date	Time	To	From	Req. No.	Date	Time	To	From				

ICS 260-1 (7/87) NFES 1470

Emergency Equipment Shift Ticket (OF-297)

Shift Tickets must be completed at the end of each operational period. The fire service organization and the person responsible for directing the work of the equipment are responsible to see that Shift Tickets are completed. **Any known defects or damage to equipment going on or off shift must be documented in the "Remarks" section.** All personnel must be listed on the Shift Ticket. Additional personnel must be listed on a CTR.

EMERGENCY PERSONNEL & EQUIPMENT SHIFT TICKET				1. RESOURCE ORDER NO. E-123		2. EQUIPMENT STATUS: INSPECTED & UNDER AGREEMENT <input checked="" type="checkbox"/> RELEASED BY GOVERNMENT <input type="checkbox"/> WITHDRAWN BY CONTRACTOR <input type="checkbox"/>					
3. OWNER / COOPERATOR / CONTRACTOR NAME: Fire Department Name				4. CONTRACT / AGREEMENT NUMBER: UT-####-####		7. INCIDENT NAME: Fire Name					
5. OPERATOR FURNISHED BY: GOVERNMENT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/>		6. OPERATING SUPPLIES FURNISHED BY: GOVERNMENT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/>		7. INCIDENT NAME: Fire Name		8. INCIDENT NUMBER UT-SSS-000000					
9. EQUIPMENT TYPE: Type 6		10. EQUIPMENT MAKE / MODEL: Ford / F450		11. REMARKS (travel, released, down time and cause, problems, etc) Joe Firefighter, Jay Firefighter Jane Firefighter (extra Firefighter) on Shift @ 0900 on 01/01/24							
12. VIN #: 123456789123		13. LICENSE # 123456 EX									
14. DATE MO / DAY / YR	15. EQUIPMENT USE (OPR/ID/OS)		18. TOTAL HOURS	19. TOTAL MILES	20. OPERATOR / PERSONNEL NAMES	21. REMARKS	22. POS'N	PERSONNEL TIME		PERSONNEL TIME	
	HOURS	MILES						DAYS	16. Start	17. Stop	23. START
01/01/24	12345	12456		111	Joe Firefighter	Travel	ENGB	0700	1200	1230	2200
01/01/24	0700	2200	15		Jay Firefighter	Travel	FFT1	0700	1200	1230	2200
01/01/24					Jane Firefighter	Travel	FFT2	0900	1200	1230	2200
01/02/24	12456	12486		30	Joe Firefighter	WORK	ENGB	0700	1200	1230	2200
01/02/24	0600	2200	16		Jay Firefighter	WORK	FFT1	0700	1200	1230	2200
01/02/24					Jane Firefighter	WORK	FFT2	0700	1200	1230	2200
27. CONTRACTOR OR AUTHORIZED AGENT SIGNATURE Signed by ENGB				28. GOVERNMENT OFFICER SIGNATURE Signed by Line Officer		29. DATE SIGNED Date Signed		30. INVOICE POSTED BY (recorder's initials) Finance signs			

Emergency Equipment Shift Ticket									
1. Agreement Number: UT-FDID-Year (Found on FRA)			2. Contractor/Agency Name: Smokey Bear FD			3. Resource Order Number: C-1			
4. Incident Name: ST Fire			5. Incident Number: UT-NWS-000123			6. Financial Code: PNABC1			
7. Equipment Make/Model: Ford		8. Equipment Type: F-350		9. Serial/VIN Number: ABCDEF123GHI4567		10. License/ID Number: 987654ex			
11. If applicable check and complete the following boxes. Use MILITARY TIME and/or real odometer reading. 12. Transport Retained? Yes <input type="checkbox"/> No <input type="checkbox"/>									
Equipment									
13. Is this a First/Last Ticket? (Check if yes) Mobilization <input type="checkbox"/> Demobilization <input type="checkbox"/>			14. Miles <input type="checkbox"/> Hours <input type="checkbox"/> (Applies to blocks 16-18 below)			Blocks 19-20 Special Rates, indicate type and quantity (ex: 1 Day)			
15. Date	16. Start	17. Stop	18. Total	19. Quantity	20. Type	21. Note Travel/Other remarks			
2/20/2026	0600	1200				Travel			
2/20/2026	1230	2230	16hrs						
2/20/2026	4560	4785	225 miles						
Personnel									
22. Date	23. Operator Name (First & Last)	24. Start	25. Stop	26. Start	27. Stop	28. Total	29. Note Travel/Other remarks		
2/20/2026	Joe Firefighter	0600	1200	1230	2230	16hrs			
2/20/2026	Jill Firefighter	0600	1200	1230	2230	16hrs			
30. Remarks - Provide details of any equipment breakdown or operating issues. Include other information as necessary. Travel - 0600 to 1200 Checked-in and worked in division Alpha 1230 to 2230									
31. Contractor/Agency Representative (Printed Name) Joe Firefighter					32. Contractor/Agency Representative (Signature) <i>Joe Firefighter</i>				
33. Incident Supervisor (Printed Name & Resource Order number) Supervisor Signature O-15					34. Incident Supervisor (Signature) <i>Supervisor Signature</i>				

OPTIONAL FORM 297 (REV. 5/2024)
USDA/USDI

Regular Time vs. Military Time

Since military time uses a unique two-digit number to identify each of the 24 hours in a day, a.m. and p.m. is unnecessary. The following table summarizes the relationship between regular and military time.

Reg Time	Military time Quarter Hours			
1:00 AM	0100	0115	0130	0145
2:00 AM	0200	0215	0230	0245
3:00 AM	0300	0315	0330	0345
4:00 AM	0400	0415	0430	0445
5:00 AM	0500	0515	0530	0545
6:00 AM	0600	0615	0630	0645
7:00 AM	0700	0715	0730	0745
8:00 AM	0800	0815	0830	0845
9:00 AM	0900	0915	0930	0945
10:00 AM	1000	1015	1030	1045
11:00 AM	1100	1115	1130	1145
12:00 PM	1200	1215	1230	1245
1:00 PM	1300	1315	1330	1345
2:00 PM	1400	1415	1430	1445
3:00 PM	1500	1515	1530	1545
4:00 PM	1600	1615	1630	1645
5:00 PM	1700	1715	1730	1745
6:00 PM	1800	1815	1830	1845
7:00 PM	1900	1915	1930	1945
8:00 PM	2000	2015	2030	2045
9:00 PM	2100	2115	2130	2145
10:00 PM	2200	2215	2230	2245
11:00 PM	2300	2315	2330	2345
12:00 AM midnight	2400	ONLY for midnight then it moves to 0001		
12:01 AM	0001	0015	0030	0045

What about Military Minutes?

Regular and military times use the same number of minutes per hour and they use minutes in exactly the same way. Military minutes do not exist and there is no need to convert minutes when going back and forth between the two-time systems.

Is Midnight 2400 or 0000?

The question sometimes arises whether midnight is written as 2400 or 0000. Military and emergency services personnel refer to midnight both ways. However, digital watches and clocks that display time in a 24-hour format and computer equipment treat midnight as the start of a new day and express it as 0000.

Writing Military Time

Different professions and types of organizations write military time differently. The military, emergency services and hospitals usually write military time as hours and minutes without a colon and often add the word "hours" afterward. The format is: hours minutes Example: 1331

GENERAL MESSAGE (ICS 213)

1. Incident Name (Optional):		
2. To (Name and Position):		
3. From (Name and Position):		
4. Subject:	5. Date:	6. Time
7. Message:		
8. Approved by: Name: _____ Signature: _____ Position/Title: _____		
9. Reply:		
10. Replied by: Name: _____ Position/Title: _____ Signature: _____		
ICS 213	Date/Time: _____	

Property Loss or Damage Report (OF 289) (2 pages)

PROPERTY LOSS OR DAMAGE REPORT Fire Suppression		1. CREW NAME OR NO. <i>[O#, A#, E# or C#]</i>	2. ID NO. (FORM of-288, Emerg. Firefighter Time Report) Not Applicable
		3. ISSUED TO (Name and Address) <i>(Individual Name [point of contact], Home Unit & Address, email and telephone numbers – fax, cell, work, etc.)</i>	
4. ISSUING OFFICE OR CAMP			
5. FIRE NAME	6. FIRE NO.	7. TYPE EMPLOYEE (Mark one with "X") <input type="checkbox"/> Regular Govt <input type="checkbox"/> Casual Firefighter <input type="checkbox"/> Other _____	
8. DESCRIPTION OF PROPERTY LOST OR DAMAGED (Include Property No. if applicable) <i>If request is for such items as parts of an equipment or vehicle, include approximate year of age of equipment.)</i>			QUANTITY
a.			
b.			
c.			
9. Employee report on circumstances of loss or damaged to property listed: <i>(Be specific – date, place, division on fire; be descriptive of damage, loss, how did it occur, etc.)</i>			
10. SIGNATURE		11. DATE	
12. Witness report: <i>(Be specific –date, place, division on fire. Be descriptive of damage, loss, how did it occur, what did you see, etc.)</i>			
13. SIGNATURE		14. DATE	
15. Fire Boss or Property Control Officer comments regarding loss or damage: <div style="text-align: center; padding: 10px;"> See GREAT BASIN ATTACHMENT TO OF-289. Do not fill out this block. </div>			
16. SIGNATURE	17. TITLE	18. DATE	

GREAT BASIN ATTACHMENT TO OF-289

Claim # _____ Claimant Name: _____ Claimant RO# _____

Incident Supervisor Name and Incident Position: _____

Comments (provide complete and legible knowledge of damage/destruction and how it was caused by the incident):

Signature & Date: _____

Do Not Recommend Recommend

Email & Phone #: _____

Subject Matter Expert Name: _____

Ground Support Communications Computer Specialist Other: _____

Comments (provide justification in support of decision):

Signature & Date: _____

Do Not Recommend Recommend

Email & Phone #: _____

Return form to: _____ (FSC or COMP)

Finance – Review package for documentation and completeness. Forward package to approver.

Incident Agency Representative Name and Position: _____

(IBA/Fire Admin Representative, etc. Note: This final approval may be delegated to the IMT IC or FSC)

Decision:

Not Approved Approved

Approved with the following contingencies:

Signature & Date: _____

Contact Phone: _____ Email: _____

Supply Unit:

Sent to Dispatch (Date): _____ Resource Order Assigned: **S**-_____

Claim Form Damage, Injury, or Death (OF 95, 2 pages)

CLAIM FOR DAMAGE, INJURY, OR DEATH		INSTRUCTIONS: Please read carefully the instructions on the reverse side and supply information requested on both sides of this form. Use additional sheet(s) if necessary. See reverse side for additional instructions.		FORM APPROVED OMB NO. 1105-0008	
1. Submit to Appropriate Federal Agency:			2. Name, address of claimant, and claimant's personal representative if any. (See Instructions on reverse). Number, Street, City, State and Zip code.		
3. TYPE OF EMPLOYMENT <input type="checkbox"/> MILITARY <input type="checkbox"/> CIVILIAN		4. DATE OF BIRTH	5. MARITAL STATUS	6. DATE AND DAY OF ACCIDENT	7. TIME (A.M. OR P.M.)
8. BASIS OF CLAIM (State in detail the known facts and circumstances attending the damage, injury, or death, identifying persons and property involved, the place of occurrence and the cause thereof. Use additional pages if necessary).					
9. PROPERTY DAMAGE					
NAME AND ADDRESS OF OWNER, IF OTHER THAN CLAIMANT (Number, Street, City, State, and Zip Code).					
BRIEFLY DESCRIBE THE PROPERTY, NATURE AND EXTENT OF THE DAMAGE AND THE LOCATION OF WHERE THE PROPERTY MAY BE INSPECTED. (See Instructions on reverse side).					
10. PERSONAL INJURY/WRONGFUL DEATH					
STATE THE NATURE AND EXTENT OF EACH INJURY OR CAUSE OF DEATH, WHICH FORMS THE BASIS OF THE CLAIM. IF OTHER THAN CLAIMANT, STATE THE NAME OF THE INJURED PERSON OR DECEDENT.					
11. WITNESSES					
NAME			ADDRESS (Number, Street, City, State, and Zip Code)		
12. (See Instructions on reverse). AMOUNT OF CLAIM (In dollars)					
12a. PROPERTY DAMAGE		12b. PERSONAL INJURY		12c. WRONGFUL DEATH	12d. TOTAL (Failure to specify may cause forfeiture of your rights).
I CERTIFY THAT THE AMOUNT OF CLAIM COVERS ONLY DAMAGES AND INJURIES CAUSED BY THE INCIDENT ABOVE AND AGREE TO ACCEPT SAID AMOUNT IN FULL SATISFACTION AND FINAL SETTLEMENT OF THIS CLAIM.					
13a. SIGNATURE OF CLAIMANT (See Instructions on reverse side).			13b. PHONE NUMBER OF PERSON SIGNING FORM		14. DATE OF SIGNATURE
CIVIL PENALTY FOR PRESENTING FRAUDULENT CLAIM			CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS		
The claimant is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages sustained by the Government. (See 31 U.S.C. 3729).			Fine, Imprisonment, or both. (See 18 U.S.C. 287, 1001.)		

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95-109

NSN 7540-00-634-4046

STANDARD FORM 95 (REV. 2/2007)
PRESCRIBED BY DEPT. OF JUSTICE
28 CFR 14.2

INSURANCE COVERAGE

In order that subrogation claims may be adjudicated, it is essential that the claimant provide the following information regarding the insurance coverage of the vehicle or property.

15. Do you carry accident insurance? Yes If yes, give name and address of insurance company (Number, Street, City, State, and Zip Code) and policy number. No

16. Have you filed a claim with your insurance carrier in this instance, and if so, is it full coverage or deductible? Yes No 17. If deductible, state amount.

18. If a claim has been filed with your carrier, what action has your insurer taken or proposed to take with reference to your claim? (It is necessary that you ascertain these facts).

19. Do you carry public liability and property damage insurance? Yes If yes, give name and address of insurance carrier (Number, Street, City, State, and Zip Code). No

INSTRUCTIONS

Claims presented under the Federal Tort Claims Act should be submitted directly to the "appropriate Federal agency" whose employee(s) was involved in the incident. If the incident involves more than one claimant, each claimant should submit a separate claim form.

Complete all items - Insert the word NONE where applicable.

A CLAIM SHALL BE DEEMED TO HAVE BEEN PRESENTED WHEN A FEDERAL AGENCY RECEIVES FROM A CLAIMANT, HIS DULY AUTHORIZED AGENT, OR LEGAL REPRESENTATIVE, AN EXECUTED STANDARD FORM 95 OR OTHER WRITTEN NOTIFICATION OF AN INCIDENT, ACCOMPANIED BY A CLAIM FOR MONEY

DAMAGES IN A SUM CERTAIN FOR INJURY TO OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH ALLEGED TO HAVE OCCURRED BY REASON OF THE INCIDENT. THE CLAIM MUST BE PRESENTED TO THE APPROPRIATE FEDERAL AGENCY WITHIN TWO YEARS AFTER THE CLAIM ACCRUES.

Failure to completely execute this form or to supply the requested material within two years from the date the claim accrued may render your claim invalid. A claim is deemed presented when it is received by the appropriate agency, not when it is mailed.

The amount claimed should be substantiated by competent evidence as follows:

If instruction is needed in completing this form, the agency listed in Item #1 on the reverse side may be contacted. Complete regulations pertaining to claims asserted under the Federal Tort Claims Act can be found in Title 28, Code of Federal Regulations, Part 14. Many agencies have published supplementing regulations. If more than one agency is involved, please state each agency.

(a) In support of the claim for personal injury or death, the claimant should submit a written report by the attending physician, showing the nature and extent of the injury, the nature and extent of treatment, the degree of permanent disability, if any, the prognosis, and the period of hospitalization, or incapacitation, attaching itemized bills for medical, hospital, or burial expenses actually incurred.

The claim may be filed by a duly authorized agent or other legal representative, provided evidence satisfactory to the Government is submitted with the claim establishing express authority to act for the claimant. A claim presented by an agent or legal representative must be presented in the name of the claimant. If the claim is signed by the agent or legal representative, it must show the title or legal capacity of the person signing and be accompanied by evidence of his/her authority to present a claim on behalf of the claimant as agent, executor, administrator, parent, guardian or other representative.

(b) In support of claims for damage to property, which has been or can be economically repaired, the claimant should submit at least two itemized signed statements or estimates by reliable, disinterested concerns, or, if payment has been made, the itemized signed receipts evidencing payment.

If claimant intends to file for both personal injury and property damage, the amount for each must be shown in item number 12 of this form.

(c) In support of claims for damage to property which is not economically repairable, or if the property is lost or destroyed, the claimant should submit statements as to the original cost of the property, the date of purchase, and the value of the property, both before and after the accident. Such statements should be by disinterested competent persons, preferably reputable dealers or officials familiar with the type of property damaged, or by two or more competitive bidders, and should be certified as being just and correct.

(d) Failure to specify a sum certain will render your claim invalid and may result in forfeiture of your rights.

PRIVACY ACT NOTICE

This Notice is provided in accordance with the Privacy Act, 5 U.S.C. 552a(e)(3), and concerns the information requested in the letter to which this Notice is attached.

- B. *Principal Purpose:* The information requested is to be used in evaluating claims.
- C. *Routine Use:* See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.
- D. *Effect of Failure to Respond:* Disclosure is voluntary. However, failure to supply the requested information or to execute the form may render your claim "invalid."

A. *Authority:* The requested information is solicited pursuant to one or more of the following: 5 U.S.C. 301, 28 U.S.C. 501 et seq., 28 U.S.C. 2671 et seq., 28 C.F.R. Part 14.

PAPERWORK REDUCTION ACT NOTICE

This notice is solely for the purpose of the Paperwork Reduction Act, 44 U.S.C. 3501. Public reporting burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Director, Tort Branch, Attention: Paperwork Reduction Staff, Civil Division, U.S. Department of Justice, Washington, DC 20530 or to the Office of Management and Budget. Do not mail completed form(s) to these addresses.

NWCG Motor Vehicle Accident Form (SF 91 5 Pages)

This form may be downloaded in fillable format from this website link

<https://www.gsa.gov/system/files/SF91-20.pdf>

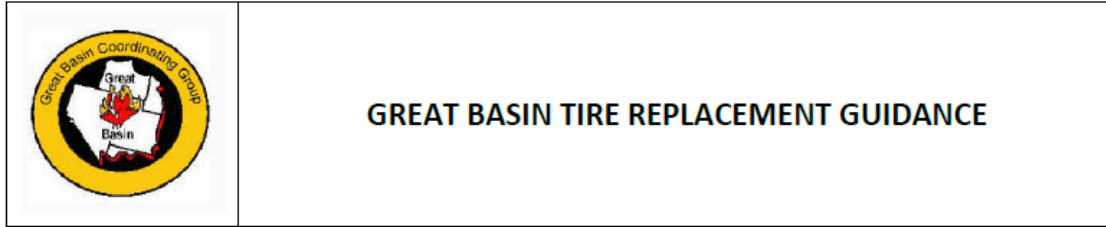
State of Utah Workman's Compensation 1st report of Injury form 122

Form 122E		EMPLOYER'S FIRST REPORT OF INJURY OR ILLNESS		Rev 10/2019
TO BE COMPLETED BY EMPLOYER WITH ORIGINAL SENT TO INSURANCE CARRIER AND COPY SENT TO INJURED WORKER				
INJURED WORKER INFORMATION:				
Name:		Phone:		
Address:		City:	State:	Zip:
Social Security Number:		Date of Birth:		
Marital Status:		Sex: Male <input type="checkbox"/> Female <input type="checkbox"/> Unknown <input type="checkbox"/>		
Occupation / Job Title:		Date Hired:		
Employment Status:		Number of Dependents:		
Wage:	Wage Period:	Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/>		
Full Pay for Day of Injury: Yes <input type="checkbox"/> No <input type="checkbox"/>		Number of Days Worked per Week:		
EMPLOYER INFORMATION:				
Business Name:		Phone:		
Employer Contact:		Phone:		
Mailing Address:		City:	State:	Zip:
Employment Address:		City:	State:	Zip:
Employer FEIN:				
INSURANCE INFORMATION:				
Carrier:		Phone:		
Carrier Address:		City:	State:	Zip:
Policy / Self-Insured Number:		Policy Period:		
OCCURRENCE/TREATMENT:				
Date of Injury / Disease:		Time of Injury:	Date Employer Notified:	
Nature:		Body Part:	Cause:	
Last Day Worked:		Date Disability Began:	Date Returned to Work:	
Fatality: Yes <input type="checkbox"/> No <input type="checkbox"/>		Date of Death:	Date Administrator Notified:	
Address of Occurrence:		City:	State:	Zip:
Premises: Employer's <input type="checkbox"/> Other <input type="checkbox"/> Description:				
Accident Description:				
Provider Injured Worker Received Care From:				
Provider Address :		City:	State:	Zip:
Treating Physician:		Phone:		
Initial Treatment: No Medical Treatment <input type="checkbox"/> Minor: By Employer <input type="checkbox"/> Minor: Clinic/Hospital <input type="checkbox"/> Emergency Care <input type="checkbox"/> Hospitalized- 24 Hours <input type="checkbox"/> Future Major Medical/Lost Time Anticipated <input type="checkbox"/>				
Witnesses: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes list their names and phone number:				
For your protection, it is required by Utah Law to give notice that workers' compensation fraud is a crime. See next page for full fraud statement.				



160 East 300 South 3rd Floor P.O. Box 146610 Salt Lake City, Utah 84114-6610
 Office: (801)-530-6800 Fax: (801)-530-6804 Toll Free: (800)-530-5090 www.laborcommission.utah.gov

Great Basin Tire Replacement Form (3 pages)



GREAT BASIN TIRE REPLACEMENT GUIDANCE

Replacement tire(s) must meet vehicle specifications for size, load rating, speed rating and mission (i.e. off-road use). Ordering shall ensure tires received from the vendor meet the tire specifications requested. Any deviations must be approved by the incident prior to acceptance. Tires shall not have been manufactured more than 3 years prior to the request date.

Follow this procedure for replacement at the incident's expense when the resource believes the incident caused the damage:

1. Completion of Form OF-289, Property Loss and Damage, with the Great Basin Attachment. This form can be found at: <https://gacc.nifc.gov/gbcc/business.php>.
 - a. The resource requesting the replacement must complete the form with specific documentation regarding how the incident caused the tire damage/destruction.
 - b. All additional documentation and signatures shall be obtained (witness, supervisor, subject matter expert) prior to submission for approval.
 - c. Photos shall accompany the request whenever possible.
 - d. The Great Basin Tire Replacement Order Form shall accompany the request. This form can be found at: <https://gacc.nifc.gov/gbcc/business.php>.
2. Form OF-289 with Great Basin Attachment and all supporting documentation shall be presented to the approving official (i.e., Incident Business Advisor or Agency Administrator). Approving officials should take into consideration all provided documentation, statements and photos when making an approval determination. Refer to the document titled [Federal Agency Vehicle Property Damage - Incident Response Frequently Asked Questions](#) for guidance on incident tire replacement, and the definition for normal wear and tear of tires.
3. Tires will be ordered only when accompanied by the following:
 - a. Approved Form OF-289 with Great Basin Attachment
 - b. Great Basin Tire Replacement Order Form
 - c. Supply resource order number (S#) form. Resource order shall contain the number of tires approved, vehicle description for which tires are being purchased, tire vendor name/location, and purchasing method (buying team name, purchaser name, etc.).

Follow this procedure if payment will be made by the resource (with agency-specific funds):

1. Completion of the Great Basin Tire Replacement Order Form
2. Provide order form and payment information (fleet or card info etc.) to buying team.

TIRE INFORMATION AND INSPECTION

Pre-use inspection of contract equipment is mandatory. Out-of-service criteria for tire condition shall follow the OF-296 inspection form and the requirements of the applicable contract or agreement.

Some agencies have specific tire requirements that exceed DOT requirements (e.g. maximum tire age, minimum tread depth, etc.). Government-owned vehicles must comply with agency-specific tire requirements, where applicable.

Helpful links and references:

BLM tire information poster (includes useful information regarding tire size, load index/range, speed rating, tread depth and tire damage):

<https://www.nwccg.gov/sites/default/files/committee/docs/etc-tire-information-poster.pdf>

OF 296 Vehicle/Heavy Equipment Pre-Use Inspection Checklist (applicable to contractor-owned vehicles and equipment):

https://gacc.nifc.gov/nrcc/dc/mtmcc/DOCUMENTS/Logistics/OF-296_Equipment%20Inspection.pdf

ICS 212 Incident Demobilization Vehicle Safety Inspection checklist (applicable to government-owned and rented vehicles): https://www.nwccg.gov/sites/default/files/products/ics-forms/ics_212_wf.pdf



Great Basin Tire Replacement Order Form

Incident Name: _____
Incident Number: _____

Date of Order: _____ Time of Order: _____

Name of Requestor at Incident (print): _____
Resource Number of Requestor (crew or equipment): _____

Vehicle Description (year, make and model):	
Vehicle License Number:	
Vehicle Ownership (vendor name or name of Government agency):	
Telephone (vendor or Agency Office):	

Tire Size and Type:	
Number of Tires:	
Rim Required or Available?	
Acceptable Alternatives:*	
Suggested Tire Vendor (if known):	
Delivery Location at Incident:	

Date Needed: _____ Time Needed: _____

S Number:

VENDOR INSTRUCTIONS: Any substitutions to the above request must be approved by the requestor prior to acceptance of the order. Tires manufactured more than 3 years prior to this request shall not be acceptable.

PURCHASING CONTACT FOR INCIDENT:

Name: _____

Phone Number: _____

4/30/2019

Minimum Inventory Required for Wildland Engine

County: _____
 Plate: _____

Dept: _____
 UWRMOU # _____

Hose: Type 3 Engine		Hand Tools		
500 ft	1 ½		1	Fire Shovel
500 ft	1 inch		1	Pulaski
200 ft	¾ inch		1	Scraping Tool of Choice
Hose: Type 4, 5 & 6 Eng.		Miscellaneous		
300 ft	1 1/2 inch		2 roll	Flagging
300 ft	1 inch		1	Fire Extinguisher (5BC +)
200 ft	¾ inch		1	Belt Weather Kit
Water Handling Equip.			1	First Aid Kit
2	1 inch Gated Wyes		1	Hydrant Wrench
2	1 ½ inch Gated Wyes		2	MRE per person (minimum)
2	1 inch Combination Nozzles		5 gals	Extra Fuel for truck / pump
2	1 ½ inch Combination Nozzles		1	Jack and Lug Wrench
1	Forester Nozzle (optional)		1	Drip Torch or 1cs. Fusees
1	¾ inch Nozzle		1	Backpack Pump
1	1 ½ inch Double Male		2	Bastard Files
1	1 ½ inch Double Female		1	Chainsaw 20" bar minimum
4	1 ½ inch to 1 inch Reducers		1	Chainsaw Chaps
2	1 inch to ¾ inch Reducer		1	Eye & Ear Protection
1	2 ½ to 1 ½ Hydrant Adapter		1	Gal. Mixed Gas + 1 qt. Bar Oil
20 ft	Suction Hose and Foot Valve		1	Chainsaw Tool Kit
1	Spanner Wrench 1-1 ½ combo		2	Flashlights
1	Hose Clamp		1 box	Extra Batteries (lights + radios)
	Pump Test: Draft Test:		2	Wheel Chocks
			5 gal	Drinking Water
			1	Handheld Radio (field programmable)
			1	Handheld GPS Unit (NAD 83)
Required Documents: Inventory, UWRMOU, FD Handbook, Cooperator Letter, Rate Agreement, Proof of Insurance,				
Does the apparatus have all of the appropriate interagency frequencies in a narrow band radio?				

Comments: _____ Inspected By: _____ Date: _____

Structure Engine Inventory

County: _____ Dept: _____

Engine ID: _____ UWRMOU # _____

Engine Type Class: Type 1 Type 2

List Taken from NFPA Standards 1901,1903,1904 2016 edition. Type 1 and 2 engines would all be expected to follow these requirements and to include this equipment when in the structural fire fighting mode.

Refer to Fire Department Manual and Rate book for further information and explanations.

- All hose and appliance threads NST. Adaptors are acceptable
- Red flashing light, or rotating lights visible 360 * Two sealed beam rear lights
- Automotive type horn and electronic siren. Ignition Key if any shall not be removable

1	Axe Pick Head	1	Ladder 14-foot Roof
1	Axe Flat Head	1	Ladder 24-foot extension
	Suction Hose Minimum 15 ft.	1	Ladder 10 ft Attic
1	Pike Pole or Plaster hook 6 foot	1	First Aid Kit (Basic OSHA
1	Pike Pole or Plaster hook 8 or 10 foot	2	Combination Fog Nozzle 200 GPM
2	Hand Lights Portable	2	Combination Fog Nozzle 95 GPM
2	Fire Extinguisher 80 BC or 10 BC CO2	2	Double Male Sized to each hose used
	Wildland Hand Tool (1 per Person)	2	Double Female Sized to each hose used
1	DBL F swivel connection (see manual	1	Gated Wyes Sized to each hose used
	SCBA 1 for each firefighter 30 min PP	2	Hydrant wrench
	SCBA spare cylinder 1 for each SCBA	4	Spanner wrench
2	Wheel Chocks Industry standard	1	Rubber mallet
	Narrow Band Radio (programmable)		UWRMOU Documentation
	Full Wildland PPE for all Personnel		Full Structural PPE for all Personnel
1	Chain Saw + Saw Safety Equipment	1	Handheld GPS (NAD83)
	Pump Test		Draft Test

Comments: _____

Inspected By: _____ Date: _____

Water Tender Minimum Inventory Checklist

County: _____
 Plate: _____

Dept: _____
 UWRMOU # _____

Tender Type Class: _____

Tactical: Yes • No •

√	Hose		√	Tools	
	100 ft	1 ½ inch hose		1	Fire Shovel
	200 ft	2 ½ inch hose		1	Pulaski
	20 ft	Suction hose with foot valve			
√	Water Handling Equipment		√	Miscellaneous	
	1	1 ½ inch Double Male		1	Fire Extinguisher (5BC +)
	1	1 ½ inch Double Female		1	Handheld Radio (field prog.)
	1	2 ½ to 1 ½ Hydrant Adapter		2	MRE per person (minimum)
	1	1 ½ inch Gated Wye		1	First Aid Kit (5 person)
	1	Hose Clamp		2	Flashlights
	1	Hydrant Wrench		1 box	Extra Bat (lights + radios)
	1	Spanner Wrench		2	Wheel Chocks
				5 gal	Drinking Water
				5 gal	Extra Fuel for truck
Tactical Tenders Must Also Have Items listed Below					
	300 ft	1 inch hose		1	Belt Weather Kit
	2	1 inch Combination Nozzles		1	Drip Torch or 1cs. Fusees
	2	1 ½ inch Combination Nozzles		2	Bastard Files
	4	1 ½ inch to 1 inch Reducers		1	Chainsaw 20" bar minimum
	2 roll	Flagging		1	Chainsaw Chaps
	1	Backpack Pump		1	Chainsaw Tool Kit
	1	GPS Handheld Unit (NAD 83)		1	Eye & Ear Protection
Required Documents: Inventory, UWRMOU, FD Handbook, Cooperator Letter, Rate Agreement, Proof of Insurance, Pre-Use Inspection					
Does the apparatus have all of the appropriate interagency frequencies in a narrow band radio?					
Pump and Draft Test					

Comments: _____ Inspected By: _____ Date: _____

Equipment and Supply Lists (Medical) Emergency Medical Technician (EMT) Personnel

*Additional equipment/supplies as allowed for by licensure, credentialing and/or incident medical director and specific to incident needs. The number of items needed is dependent on the size of the incident. This list is not intended to define or limit contractual purchases.

Oxygen & Airway	
Oxygen cylinder, Jumbo-D, filled	Nasal cannula, Adult
Bag-Valve-Mask, Hand Operated, Self Re-Expanding Bag, Adult, Clear Mask, Tubing & Reservoir (no CO2)	Suction unit, hand-powered, wide-bore tubing, rigid pharyngeal curved suction tip, tonsillar, suction catheters, 5F-14F (Suction Easy, or like)
CPR Pocket Mask, "Seal Easy" Blob®, w/Oxygen Port & 2 ea. one-way valve, or like	Bag, oxygen, sized to hold listed contents, & suitable for back country operations
Oxygen regulator, 0-15 LPM & 1 spare gasket	Oxygen Masks, adult, non-rebreather
Airway, Oropharyngeal (1 ea. Size 2, 3, 4, 5 & 6)	Airway, Nasopharyngeal, size 30, 32, 34 & 36 FR

Trauma Supplies	
Bandage, Gauze, Sterile, 4x4	Dressing, Finger Tip, Cloth
Bandage, Gauze, Sterile, 2x2	Dressing, Band-Aid, Cloth, 1" x 3"
Bandage, Gauze, non-sterile, 4x4 bulk	Dressing, Butterfly, Large
Bandage, Gauze, 3" x 5 yards	Dressing, Butterfly, Small
Bandage, Conforming Gauze Bandage, 4.5"	Dressing, Non-Adhering, 3" x 3", "Telfa®" or like
Bandage, Conforming Gauze Bandage, 2", or like	Dressing, Transparent, 4" x 4 1/2", "Tegaderm®" or like
Bandage, Self Adherent Wrap, Coban®, 1" or like	Dressing, Transparent, 2" x 3 1/2", "Tegaderm®" or like
Bandage, Self Adherent Wrap, Coban®, 2" or like	Bandage, underwrap, athletic
Bandage, Self Adherent Wrap, Coban®, 3" or like	Dressing, 2nd Skin®, 1" squares
Bandage, Elastic, 4", ACE® wrap or like	Dressing, 2nd Skin®, 3" circles
Tourniquet, arterial occlusion type	Dressing, 2nd Skin®, pack

Bandage, Triangular, 40" x 40" x 56"	Moleskin®, 10" x 5 yards
Dressing, Knuckle, Cloth	Dressing, Occlusive, 4" x 4" or like
Dressing, Multi-Trauma, 10" X 30"	Tape, Porous (athletic), 2"
Dressing, Combo, 5" x 9"	Tape, Transpore®, 1"
Dressing, Non-Adherent, 2" x 3"	Prep-Pad, Providone / Iodine
Tincture of Benzoin	

Equipment

Pulse Oximeter, finger w/case	Holster, belt type
Safety Pins	Shears, Bandage, 7 1/2"
Ring Cutter	Shears, Bandage, 4 1/2"
Tweezers, splinter	Shears, Trauma, 7 1/2"
Tweezers, splinter w/magnifier	Scissors, Tissue, Straight
Thermometer, Oral, digital w/10 sheath	Scissors, Tissue, Curved
Forceps, 5-1/2"	Clipper, finger nail
Sphygmomanometer, adult, of high quality	Stethoscope, of high quality
Penlight	Clipper, toe nail
Scalpel, disposable	Clipboard, 9" x 12 1/2"
Magnifier, hand held, with light	Bag, Backpack first aid, "True North Medic Pack®", or like, for line walking
Automated External Defibrillator w/appropriate supporting supplies	

Splinting Items

C-Collar, Stiff Neck® Type adjustable, or like	Head Blocks, adjustable
C-Collar, Stiff Neck®, No-Neck, or like	Splint, finger
Splint, Sam® splint or like	Splint, Traction (KTD® folding or like)

Upper and lower extremity immobilization devices, air or vacuum type	Bag or case (hold listed items except backboard) w/attachment system to hold bag to backboard
Backboard, (prefer folding 350 lb. capacity)	Splints, Cardboard, assort. or like in lieu of air or vacuum
Restraint Strap(s), suggest Spider strap-color coded	Extrication Device, KED® or Oregon Spine Splint II® or like
SKED® Rescue Litter , vacuum spine board or like	Pelvic splint, T-POD®, Sam Sling® or like

General Supplies

Pencil, mechanical or writing pen	Emergency blanket
Bag, Bio-Hazard, 5 gal, 12" x 15"	Hot pack, disposable, 5" x 8" or larger
Bag, Plastic, Zip-Lock, (snack size)	Cold pack, disposable, 5" x 8" or larger
Bag, Plastic, Zip-Lock, (gallon size)	Solution, hydrogen peroxide, 16 oz.
Eye protection (full peripheral glasses or goggles)	Bedpan, disposable
Face Mask w/splash shield	Urinal, disposable

General Supplies Cont.

Gloves, non-latex exam, med.	Isopropyl Alcohol, 99%, cleaning
Gloves, non-latex exam, large	Betadine Solution, skin cleaning microbicide
Gloves, non-latex exam, small	Emesis bag
Gloves, non-latex exam, XL	Tongue Depressor, Sterile
Eye, Irrigating solution, 4 oz.	Lock Box to store patient evaluation forms per agency regs.
Disinfectant hand wash, commercial antimicrobial (towelette, spray, liquid)	Disinfectant solution – equipment
Hand sanitizer. 4 oz.	Brush, scrub surgical
Gown, disposable, open back	Syringe, Sterile, 20-60 cc (wound cleaning)
Sterile Water or Normal Saline (wound cleaning)	

Burn Supplies	
Burn sheet, non-disposable	Burn sheet, disposable
Burn Kit, Water-Jel (1 ea. Dressing 36" x 30", 8" x 18", 4" x 16" & face, 3 ea. 4" x 4", 4 ea. 4" x 3" gauze a 1 ea. Scissors) or like kit	Fluid, Sodium Chloride, 0.9% (Normal Saline)
Suggested Printed Items	
Patient care charts/forms	OTC issue/tracking form
First Aid reference guide(s)	Medical Direction approved Protocols

*** Any support supplies or items like batteries or bags to hold equipment, etc. are to be included.**

**** In general, equipment & supplies are to be suitable for remote field operations & fireline walking.**

***** This equipment & supply list may change with updated treatment protocols & standards orders.**

****** When building kits, appropriate personal protective equipment for medical personnel, blood borne pathogen and biohazard exposure is to be included.**

Equipment and Supply List Advanced EMT Personnel

(This list is in addition to the EMT equipment & supplies listed above, when medical control is established)

Airway & Equipment	
Advanced Airway kit -per medics protocols – Multi-lumen only (i.e., LMA®, King Airway, Combitube®, etc.)	Oxygen Mask, Nebulizer w/1 ea. tubing, mouthpiece, tee adapter & reservoir
Equipment	
Glucometer and supplies	

IV Supplies (needleless systems required when available)	
Bag, IV starter Kit	Syringe, Sterile, assorted sizes (10, 20 & 60 cc)
IV Catheters, Protective® Plus, or like, assorted sizes	Tourniquet, IV, Disposable, non-latex
Pressure Infuser Bag, Disposable	Sharps case, 1 qtr.
IV Fluid Administration Set, Needleless, Adjustable (selec-3) Macro-drip 10-15-60 gtts	Fluid, Lactated Ringers, 1000 ml bags (per standing orders)
Syringe, Sterile, "Vanish Point®", or like, 3cc w/25g x 5/8" needle	Syringe, Sterile, "Vanish Point®", or like, 1cc w/25g x 5/8" needle
Needle, Hypodermic, 25 gauge	Needle, Hypodermic, 18 Gauge
Sharps Container, Pocket Size	Prep Pad, alcohol, large
Intraosseous device, w/supporting supplies (per standing orders)	Prep Pad, iodine/povidone, large
Fluid, Sodium Chloride, 0.9% (Normal Saline), 1000 or 500 ml. bags (or fluids per standing orders)	IV Starter kit, Veniguard® or like system
Drugs mg/ml fix	
Albuterol Inhaler, 17 gm, with spacer	Naloxone Hydrochloride, 2 mg per mfg.
Albuterol Sulfate Solution, 2.5 mg/3 ml per mfg.	Nitroglycerin 0.4 mg, Tablet, 25/bottle
Dextrose 50% Injection, 25 g/50 ml per mfg.	

Equipment and Supply List Paramedic Personnel

(This list is in addition to the EMT & Advanced EMT equipment & supplies listed above,
when medical control is established)

Airway & Equipment	
Advanced Airway kit - per medics protocols (i.e., ET Kit, King Airway®, etc.)	Monitor/Defibrillator, Portable, battery-operated w/appropriate supporting supplies
Drugs mg/ml fix	
Atropine Sulfate, 0.1 mg/1 ml, 10 ml per mfg.	Epinephrine 1:10000, 0.1mg/ml, 10 ml per mfg.
Dopamine Medicated IV Drip	Epinephrine 1/1000, 1mg/ml, 1 ml per mfg.
Calcium Chloride 10%, 10 ml vial	Lidocaine 2%, 20 mg/ml, 5 ml per mfg.
Diphenhydramine, 50 mg/ml, 1 ml per mfg.	Lidocaine Medicated IV Drip
Drugs mg/ml fix continue	
Sodium Bicarbonate Preload	Diltiazem – (Cardizem®, Dilacor®, Tiazac®)
Midazolam – (Versed®) 5 mg vial	Magnesium Sulfate 1 gm vial
*Preloaded syringes preferred when available	
**Additional drugs as allowed for by licensure, credentialing and/or incident medical director.	

Over-the-Counter Products

This list of items is to be provided by established programs, or incident Medical Units, with medical control approval. Unit doses are preferred as available, to assure the recipient retains drug identification, indications, contraindications and dosage directions.

Antacid, Tablet, unit dose	Cough Drops, Halls® type or like
Anti-Diarrheal, unit dose	Diphenhydramine, 25 mg caps or dissolving strips, unit dose
Anti-Fungal Cream, Athlete's Foot, .5 oz., unit dose	Hand Lotion, unit dose
Anti-Itch Cream, Hydrocortisone 1%, 1/32oz, unit dose	Eye drops, 1/2, unit dose
Anti-Pain gel or liquid , Tooth, unit dose	Eye Irrigating Solution, 4 oz.
Nasal Spray, saline, unit dose	Lip Balm, unit dose SPF (Hydrating not wax)
Anti-Pain/Inflammatory, Acetaminophen, 500 mg, unit dose	Bacitracin® Ointment, or Polysporin®, or like, 1/32 oz., unit dose
Anti-Pain/Inflammatory, Aspirin, 325 mg, unit dose	Nasal Decongestant, "Afrin Spray®", unit dose
Anti-Pain/Inflammatory, Ibuprofen, 200 mg, unit dose	Nasal Decongestant, Day Time, unit dose
Anti-Pain/Inflammatory, Naproxen, 220 mg, unit dose	Nasal Decongestant, Night Time, unit dose
Muscle Rub, Ben Gay® or like, 2 oz.	Providone-Iodine, ampoules
Bag Balm®/Aquaphor®, unit dose	Glucose, Insta 15g, unit dose
Cough Drop, Chloraseptic®, or like, unit dose	Tampon & Sanitary Napkins
Foot Powder, 2 to 4 oz., Gold Bond® or like	Anti-Itch Cream, Calagel® or like, unit dose
Poison ivy/oak creams – Tecnu®, Zanfel® or like	Lotion, Sun Block, 20 SPF or higher, 1 to 2 oz.
Hemorrhoidal suppositories or creams	Dextrose, tube, 15gm
Cough suppressant, mucolytic or like	Acid Reducer (Prilosec®, Zantac®, Tagamet®)

Large Incident Assignment Checklist

Always keep a copy of the Rate Book available, and refer to this checklist.

When called to an incident, Questions to Ask:

- ❑ What is a Resource Order? This will be used to track equipment and personnel to the incident, during the incident, and when it is released. A copy of the Resource Order must be obtained in order to check-in at an incident and must be attached to the final invoice.
- ❑ Where to report? The incident may have several reporting locations. The dispatch center assigning the Resource Order will provide incident check-in information, including location.
- ❑ Who to report to? Dispatch will provide information for check-in, but typically this takes place with the Planning Section at Status/Check-in. Larger incidents may establish staging areas providing check-in. Incident contact information (i.e. radio frequencies, phone numbers, etc.) is supplied at check-in.
- ❑ Starting time? Communicate with dispatch to determine departure time, hours in travel, and estimated time of arrival at the reporting location. This is important for incident operations and for payment procedures. Time in travel status must be clearly indicated on CTRs and Shift Tickets.
Upon Arrival at Location of Incident:
- ❑ Have Resource Order available for check-in.
- ❑ At check-in, a current copy of the Cooperative Fire Rate Agreement (FRA) must be given to the Finance Section. With the piece of equipment highlighted or otherwise easily identifiable. Equipment payment is determined by this documentation.
- ❑ During check-in, If the resource is using the True Cost to Government rate for personnel a rate sheet showing each individual's rate must be included with the FRA. Fire department personnel using the standard rate are listed by position in the FD manual and rates by position ordered.
- ❑ An Emergency Equipment Shift Ticket must be initiated at time of travel. A signed Shift Ticket with a breakdown of travel hours and work hours is required to receive payment.
- ❑ A Vehicle/Heavy Equipment Inspection may be completed upon arrival and a copy must be kept with the vehicle at all times.
- ❑ A complete inventory list must be provided upon check-in. Equipment must meet minimums as outlined in this document.

During Incident:

- ❑ Be sure a Shift Ticket and CTR is completed and signed by the incident supervisor at the end of each operational period. Shift Tickets and CTR must be turned into the Finance Section daily.
- ❑ Keep **originals** of Shift Ticket and CTR. Payment is based on the information recorded on these forms. Clear photos or scans of the signed originals must be retained by the FD for payment from the State of Utah.
- ❑ While on incident, a letter of justification for hotels and meals will be required. This justification can be noted on the resource order. Hotel rates must fall within GSA guidance or an authorization letter from the jurisdictional authority approving the higher rate must be provided.

- ❑ Restock of equipment and supplies from the Supply Unit are allowed. Upon demobilization, if there is a need to replace items used on the incident and are not available at the Supply or Ground Support Unit, an “S” number will need to be obtained by the FD for the item(s) that need to be replaced. A completed and signed copy of the property loss and damage form that must also be obtained and submitted with department billing for reimbursement. A copy of the Supply Resource Order must also be submitted, with the receipt of purchase, for reimbursement.
- ❑ Medical injuries or sickness must fill out Workman’s Compensation form. The fire may pay for minor medical treatment on the incident. The original of the Workman’s Compensation form needs to be attached to the release paperwork and brought to the home unit. All paperwork must be held by the FD in case further questions arise about the bill for the medical service that was obtained. If additional medical attention is needed at the home unit, paperwork must be filed with the Workman’s Compensation Fund. Form 122 is in the Reference Section of the FD Manual and Rate book.

Upon Release from the Incident:

- ❑ A Release and Post-Inventory Inspection may be performed on equipment before departure from the incident.
- ❑ A Performance Evaluation should be completed whenever possible.
- ❑ Emergency Equipment Shift Ticket(s) and CTRs must be complete and signed. FD must work with the area to upload the digital or clear photo of the original copy into FBS for reimbursement.
- ❑ It is recommended that completed finance packages (Original Shift Tickets, CTRs, and S Numbers, inspections, fuel tickets, and General Messages) be retained by the FD and governed by their own retention schedules.
- ❑ Time in travel status must be clearly indicated on CTRs and Shift Tickets.

Acronyms

AA	Agency Administrator
OP	Operating Plan
CAFS	Compressed Air Foam Capabilities
CTR	Crew Time Report
EERT	Emergency Equipment Shift Ticket (OF-297)
FBS	Fire Business System
FD	Utah Fire Departments, Fire Districts
FEPP	Federal Excess Personal Property
FFSL	Utah Division of Forestry, Fire & State Lands or the Division)
FFT1	Firefighter Type 1 (NWCG) equivalent to WFF2 Wildland Firefighter 2 (NFPA)
FFT2	Firefighter Type 2 (NWCG) equivalent to WFF1 Wildland Firefighter 1 (NFPA)
FMO	Fire Management Officer
FRA	Fire Rate Agreement
FRT	Flame Retardant Treated
GVW	Gross Vehicle Weight
GVWR	Gross Vehicle Weight Rating
HEQB	Heavy Equipment Qualified
IA	Initial Attack
INBA	Incident Business Advisor
IC	Incident Commander
ICS	Incident Command System
IMT	Incident Management Team
NFPA	National Fire Protection Association
NIMS	National Incident Management System
NWCG	National Wildfire Coordinating Group
PPE	Personal Protective Equipment
ROSS	Resource Ordering and Status System
RX	Prescribed fire
SIIBMH	Standards for Interagency Incident Business Management Handbook
UFRA	Utah Fire and Rescue Academy
UHP	Utah Highway Patrol
UWCAC	Utah Wildland Cooperator Advisory Council
UWRMOU	Utah Wildland Resource Memorandum of Understanding
WAT	Non-Tactical Water Tenders
WFF1	Wildland Firefighter 1 (NFPA) equivalent to FFT2 Wildland Firefighter 2 (NWCG)
WFF2	Wildland Firefighter 2 (NFPA) equivalent to FFT1 Wildland Firefighter 1 (NWCG)
WTT	Tactical Water Tenders

General Provisions and Instructions to Cooperative Fire Rate Agreement

Utah Fire Departments are Cooperators of the State of Utah. Agreement between the State of Utah and federal land management agencies identifies Cooperators as State controlled resources when dispatched outside their area of jurisdictional responsibility.

This Cooperative Fire Rate Agreement (FRA) is established pursuant to the Cooperative Intergovernmental Agreement and/or Utah Wildfire Resource Agreement currently in effect between the Utah State Forester and the Cooperator/County. Refer to the Great Basin geographic supplement to SIIBM chapter 50 and Payment tool kit for additional information on Utah Cooperators.

Incident Financial Guidance

- D **Cooperators are afforded the same status and responsibilities as state or federal agencies, including equipment replacement of tools and supplies (Chapter 30-6; 30-7 SIIBM).**
- D **Damage to rolling equipment in excess of normal wear and tear will be documented at the incident and follow Property Management Guidelines (Chapter 30) and vehicle accident incident reporting procedures. Supply numbers may be issued for repairs/replacement.**
- D **Equipment use will be recorded each day on Shift Ticket form (OF-297) including a listing of each assigned personnel by first and last name. Odometer start and end must also be recorded.**
- D **Single overhead and crews will record time on Crew Time Reports (SF-261)**
- D **Single overhead with vehicles may record mileage start and end and daily use of vehicle in block 11 (remarks) on Crew Time Reports (SF-261)**
- D **Incident agencies should keep file copies only. Cooperators and/or County should keep original time and payment documents for their own records and upload them in digital format as outlined by the State Area Office listed on the FRA for reimbursement.**
- D **All cooperator personnel have cooperator provided workers compensation coverage. APMC may be used when provided by the benefiting agency and agreed to by the employee.**
- D **All equipment is provided with operating supplies (wet).**
- D **Equipment rates do not include minimum NWCG staffing. Staffing rates are by position or a true cost to government rate that has been approved by FFSL.**
- D **FEPP denotes federal excess equipment loaned to the Cooperator and provided to the incident at reduced rates.**

Provisions:

1. Equipment and staffing qualifications will meet State qualifications outlined in the FD Manual. The State reserves the right to perform inspections to ensure compliance with the FD Manual requirements, and the right to reject equipment, which is not in safe and operative condition or does not meet inventory requirements. No payment will be made for rejected equipment.
2. Staff changes on equipment must be indicated in the remarks on the shift ticket OF-297. The number of personnel on shift must meet approved staffing levels.
3. Operating supplies are to be provided by the Cooperator (wet) except generators and volume pumps when ordered. Operating supplies include fuel, oil, filters, and lube/oil changes. Even though all operating supplies are to be furnished by the Cooperator, the benefiting agency may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from payment to the Cooperator.

4. Replacement of consumables' or damage/loss of cooperator property will follow IIBMH Chapter 30-6; 30-7, and benefiting agency guidelines when damage or loss is determined not the result of negligence by the Cooperator.
5. Damage / Loss to rolling equipment in excess of normal wear and tear will be documented in writing at the incident prior to demobilization. Damage to vehicles will be reported to the incident safety officer for investigation and documented on appropriate motor vehicle accident forms. Damage and loss reporting of equipment will follow IIBMH Chapter 30-6 and 30-7. A
6. Employee Claims for personal property lost or damaged on the incident will be considered for reimbursement on a case-by-case basis and adjudicated by the State.
7. Payments:
 - a. Rates of payments: Payment for equipment and staffing furnished shall be in accordance with the following, except as provided in clause 8:
 - i. Hourly Work Rates: Shall apply when the cooperator's resources are under hire as ordered and on shift, including relocation of equipment under its own power or when transported.
 - ii. Mileage Work Rate: Mileage plus an hourly or daily rate applies for each calendar day.
 - iii. The maximum daily rate for equipment with mileage will be the total payment for the equipment in a calendar day when the hours worked multiplied by the hourly work rate equal the maximum daily rate.
 - iv. Equipment under a Maximum Daily rate receives full payment when under hire for 8 or more hours. Half day or an hourly rate is applied if work hours are less than 8 hours.
 - v. Equipment will not be compensated for the time when broken down. Personnel time may be charged for the predicted travel hours without the breakdown.
 - vi. Double shift (DS) is staffed with two operators (one per shift). DS may be approved by the incident management team only. There will be no compensation for a double shift unless a separate operator(s) is/are ordered in writing for the second shift. Compensation for DS will be calculated using Equipment Maximum Daily rate, plus additional personnel hours associated with staffing.
 - b. Method of Payment: **Originals are retained by the cooperator when released** from the incident for payment by the State. A cooperator invoice along with scans or clear photos of supporting documents will be uploaded to FBS as described by the Utah State Area Office no more than 30 days after returning to their home unit. The Administrative office for payment is the Area Office listed on page 1 of the Cooperative Fire Rate Agreement (CFRA). Original invoices and payment documents generated at the incident are **not** submitted to the jurisdictional agency.
8. Payment Exceptions
 - a. No further payment under Clause 8 will accrue during any period that equipment under hire is not in a safe or operable condition or when Cooperator furnished staffing is (are) not available.
 - b. If the Cooperator withdraws equipment and/or staffing prior to being released, no further payment under clause 8 shall accrue and the cooperator shall bear all costs of returning equipment and/or operator(s) to the point of hire.
 - c. After inspection and acceptance for use, equipment and/or furnished staffing that cannot be replaced or equipment that cannot be repaired at the site of work by the Cooperator or by the benefiting agency, within 24 hours, may be considered as being withdrawn by the Cooperator, except that the benefiting agency will bear all costs of returning equipment and/or staffing to the point of hire as promptly as emergency conditions will allow.
9. Cooperators will be self-supporting when accepting an assignment. The incident may provide food and lodging including a designated camping area and meals ready to eat (MRE). The cooperator shall provide sleeping equipment such as tents or shelters, sleeping bags, etc.
10. When not provided by the incident, reimbursement for meals and lodging is based on the employees' agency travel policy. GSA rates will apply if the agency does not have a documented travel policy. Meals and lodging will be reimbursed by the State when the resource is following travel orders or for approved expenses when not provided by the incident. The cooperator will provide travel expense documentation for any approved meals and lodging preferably within 30 days of returning to their duty station.
11. During unique situations when GSA lodging rates are unable to be acquired such as during travel to/from home an assignment. A letter or memo with the Fire Chief's signature must be included with the uploaded supporting documentation associated with the invoice. This needs to support that rates were not available at or below current published GSA location rates. In the event the rate goes 150% above GSA the Area FMO must be included in the approval process. This method should only be utilized when communication to the agency having jurisdiction can't be made or is unavailable.

12. The commissary must be paid by the employee with cash or credit card. No invoice or payroll deductions are allowed.
13. Personal Protective Equipment supplied by the Cooperator must include, hardhat, goggles or safety glasses, long sleeve fire resistant shirt, fire resistant trousers, leather lace-up boots with minimum 8" top and non-skid soles, leather work gloves, headlamp, and a fire shelter. Personal protective equipment shall meet NFPA 1977-93 where applicable.
14. Accepted driving guidelines and work/rest guidelines listed in the IIBMH and FD Manual and Rate Book will be followed. The Incident Commander or Agency Administrator must justify work shifts that exceed 16 hours and those that do not meet 2:1 work/rest ratio. Justification will be documented in the daily incident records. Documentation shall include mitigation measures used to reduce fatigue. Extended shift documentation from the incident will be included with the bill supporting documents in FBS.
15. Length of Assignment: Standard assignment length is up to 14 days, exclusive of travel from and to home unit.



Lori Maughan	Chair
Jamie Harvey	Vice-Chair
Silvia Stubbs	Commissioner

June 10, 2026

RE: Bluff Community Center Playground Equipment & Sport Court

To Whom It May Concern at Rocky Mountain Power Foundation,

I am writing to express my strong support for the proposed project to remove the aging playground equipment at the Bluff Community Center and replace it with a new sport court, while also enhancing accessibility through the construction of an ADA-compliant ramp and pathway to the recently installed wheelchair-accessible swing.

This project represents an important investment in the health, recreation, and inclusion of our community. The existing playground has reached the end of its useful life and no longer adequately meets the recreational needs of children, youth, and families. Replacing this outdated equipment with a modern sport court will provide expanded opportunities for physical activity, organized recreation, and social engagement for residents of all ages.

We are pleased that funding has already been secured for both the new playground and the sport court. However, a remaining funding gap must be addressed to fully complete the project as planned. Grant assistance will allow the community to maximize the impact of these investments and ensure that the project is completed without reducing the scope or quality of the improvements.

In addition, funding for the ADA-compliant ramp and pathway is critically important. The recent installation of a wheelchair-accessible swing demonstrates our commitment to inclusive recreation, but accessible infrastructure is necessary to ensure that individuals with mobility challenges can safely and independently access this amenity. The proposed ramp and pathway will remove barriers and create a more welcoming environment for children and families of all abilities.

Together, these improvements will provide lasting benefits by promoting active lifestyles, increasing recreational opportunities, and enhancing accessibility and inclusion throughout the park. This project reflects our shared commitment to creating safe, modern, and equitable recreational spaces that serve the entire community.

I respectfully encourage favorable consideration of this request. This project will have a lasting positive impact on the community and will provide valuable recreational opportunities for current and future generations.

Sincerely,


Lori Maughan
San Juan County Commission Chair

 6-10-2024

Silvia Gutierrez - 6-10-2024

BLANDING PARTNERS, LLC
1802 South Jordan Pkwy
South Jordan, Utah. 84095

May 11, 2026

VIA E-MAIL ONLY

San Juan County
Board of Commissioners
117 South Main, PO Box 9
Monticello, Utah. 84535

RE: Blanding Affordable Housing for Families – Project Summary

Dear Commissioners:

My name is Bill Knowlton, and on behalf of my partners and our development company, it is my pleasure to give you a brief overview of our proposed affordable housing project for families (the “Development”) in Blanding, Utah (the “City”).

The Development is a 25-unit apartment community, with 1-bedroom, 2-bedroom, and 3-bedroom units. The Development will be built to the Energy Star and Enterprise Green Communities standard, will have open space, a tot lot, a dog park, and ample parking. We will strive to ensure it is one of the nicer communities in the County.

In June 2025, our team presented to the Blanding City Council about the need for an affordable housing project for families in the community. We were met with enthusiastic and unanimous support from the City Council, and we quickly went to work to identify an appropriate parcel of land for the Development in the City. In September 2025, we worked directly with the Richard Perkins Family to put under contract a parcel of land located at 650 South Main Street (the “Property”). On November 18, 2025, the City Council unanimously approved a re-zone of the Property for the Development.

Additionally, we worked directly with the Utah Inland Port Authority (“UIPA”) and the City to secure project area funding for the City from UIPA, and the Property was included in the UIPA project area. Then, on March 25, 2026, the City unanimously approved a development agreement for \$151,000 in total value to the Development – which includes: in-kind services, waived fees, and covered public utility-related costs.

We will be making an application to the Utah Housing Corporation (“UHC”) for federal tax credits on June 17, 2026, for the primary funding source for the Development. However, with recent changes to UHC’s Qualified Allocation Plan – which is the governing document for the awarding of tax credits – we have encountered a budgetary shortfall of approximately \$300,000.

We are meeting with the City, state officials, our general contractor, banks, and tax credit syndicators to try and find additional resources for the Development; and are eager to work with the County to see what additional resources may be available.

San Juan County Board of Commissioners
May 11, 2026
Page 2 of 2

We are ready, willing and able to assist the County with its quality affordable housing supply for family members, and look forward to meeting with you to discuss this exciting Development in further detail.

Respectfully Yours,

A handwritten signature in black ink, appearing to read "Bill Knowlton", with a long horizontal line extending to the right from the end of the signature.

Bill Knowlton, Manager
Blanding Partners, LLC

San Juan County Commission Recognition

The San Juan County Commission proudly recognizes Talia Hansen for her outstanding achievement in being nominated by Promise Partnership Utah to participate in Harvard Business School's 2026 Young American Leaders Program (YALP).

This prestigious nomination offers a significant opportunity for San Juan County to engage with a national leadership network, fostering new partnerships and acquiring resources that will bolster our local economic and community development efforts. It is particularly noteworthy that rural communities like ours are being included in this program, allowing San Juan County to contribute a unique rural perspective to national discussions and gain insights from innovative approaches implemented across the country.

We commend Talia for her dedication to professional excellence and her ongoing commitment to the growth and prosperity of our community.



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

ITEM TITLE, PRESENTER: Consideration and Approval of the San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 11, Presented by Mike Moulton, Public Health Interim Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this amendment is to increase the agreement amount by \$15,500.00 in federal funds and \$209,286.00 in state funds.

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

HISTORY/PAST ACTION

Commission approval of previous amendments.

FISCAL IMPACT

The new reimbursable funding amount for July 1, 2026 – June 30, 2027, is \$224,786.00.



Utah Department of
Health & Human Services

**UTAH DEPARTMENT OF HEALTH AND HUMAN SERVICES
SUBRECIPIENT AMENDMENT**

2120905

Department Log Number

212700217

State Agreement ID

1. AGREEMENT NAME: San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 11
2. PARTIES: Utah Department of Health and Human Services (“**DHHS**”) and San Juan County (“**Grantee**”)
3. PURPOSE OF AMENDMENT: The purpose of this amendment is to change the termination date, increase the contract amount, and update the language in and replace Attachment “B.”
4. CHANGES TO AGREEMENT:
 1. The agreement termination date is being changed. The original termination date was June 30, 2026. The agreement period is increased by one year. The new agreement termination date is June 30, 2027.
 2. The contract amount is being changed. The original amount was \$1,347,172.18. The funding amount will be increased by \$15,500.00 in federal funds and \$209,286.00 in state funds. New total funding is \$1,571,958.18.
 3. Attachment “B” effective July 1, 2026 is replacing Attachment “B” which was effective July 2025. Article I Definitions, Article II Payments, Article III Services, and Article IV Reports are changed.

UEI: WCVABP2FEVA2

Federal Funds

Funding Amount	Award Number	Assistance Listing Number	Assistance Listing Title	Federal Program Name	Federal Awarding Agency	Federal Award Identification Number	Federal Award Date
\$15,500.00	6 NU58DP006806-05-05	93.387	National State Tobacco Control Program	CDC-RFA-DP20-2001: National State Based Tobacco Control Program	CDC Office of Financial Resources	CDC Office of Financial Resources	04/29/2026

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

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

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

IN WITNESS WHEREOF, the parties enter into this agreement.

Signature

Signed by: _____

Lori Maughan
Commission Chair

Date Signed: _____

Attachment B: Special Provisions
San Juan County Health Department FY21 – FY25 Amendment 11

I. DEFINITIONS

- A. “Qualtrics” means a web-based reporting tool used by the Parties to determine progress in achieving the responsibilities of this contract.
- B. “CDC” means the Center for Disease Control and Prevention.
- C. “CDC Funds” mean funding that is awarded to the Tobacco Prevention and Control Program from the Center for Disease Control and Prevention.
- D. “Compliance Checks” mean routine checks of retailers conducted by the GRANTEE where underage buyers attempt to purchase tobacco in circumstances that would violate applicable law.
- E. “FDA” means Food and Drug Administration.
- F. “HUD” means United States Department of Housing and Urban Development.
- G. “MSA Fund” means funding allocated from the Tobacco Settlement Restricted Account to the Tobacco Prevention and Control Program.
- H. “MUH” means multiunit housing.
- I. “SDOH” means Social Determinants of Health.
- J. “Synar” means the Synar Amendment.
- K. “Tax Fund” means funding that is allocated to the Tobacco Prevention and Control Program from the Cigarette Tax Restricted Account.
- M. “UICAA” means the Utah Indoor Clean Air Act.

II. PAYMENTS

- A. DHHS agrees to reimburse the GRANTEE up to a maximum total of \$224,786.00 for expenditures in accordance with the funding categories described in this contract. The amount reimbursed is based on the number of services provided by the GRANTEE as reported each month on the Monthly Expenditure Report submitted to the DHHS.
- B. The amounts listed below are the maximum amount the DHHS can reimburse the GRANTEE. Funds can only be expended as follows:
 - 1. \$15,500.00 is available from the Comprehensive Tobacco (CDC) Grant for the Period of Performance of July 1, 2026 – April 28, 2027.
 - a. Reimbursement shall be provided for expenditures directly related to activities set forth in Section III excluding direct service activities. Direct service activities include, but are not limited to, objectives identified in Section III as:
 - i. Compliance Checks;
 - ii. Tobacco Retail Permitting;
 - iii. Retail Inspection, E-cigarette Product, and Nicotine Product Inspections; and
 - iv. UICAA.
 - b. The GRANTEE shall not use funds to:
 - i. purchase tobacco prevention curriculum for K-12 schools;
 - ii. purchase vape detectors;
 - iii. conduct tobacco compliance check inspections;
 - iv. pay for Synar or FDA compliance monitoring;
 - v. pay for research;
 - vi. provide clinical care except as allowed by law;
 - vii. purchase furniture or equipment as a general rule. Any such proposed spending must be clearly identified in the budget;

- viii. provide direct tobacco use and dependence treatment services or other direct services other than those through evidence-based Quitline and quit support services;
 - ix. purchase food whether for conferences or meetings; for meals, light refreshments or beverages; and
 - x. pay for lobbying activities.
 - c. The GRANTEE shall direct a minimum of 10% of the annual funding amount for the evaluation of services outlined in this contract.
 - d. Closeout: GRANTEE must submit to the pass-through entity, no later than 90 calendar days after the end date of the period of performance, all financial, performance and other reports as required by the terms and conditions of the Federal award.
- 2. \$73,193.00 is available from the state funded MSA Fund for the period of July 1, 2026 - June 30, 2027 and shall be allocated in accordance with the following:
 - a. Up to \$4,053.00 shall be reimbursed for Compliance Checks. The DHHS agrees to reimburse the GRANTEE \$96.50 per compliance check. The compliance checks will be completed consistent with the activity found in Section III; objective identified as Compliance Checks.
 - b. The remaining \$69,140.00 funds shall not be used for Compliance Checks but may be used for any of the remaining objectives described in Section III.
- 3. \$54,437.00 is available from the state funded Electronic Cigarette Substance and Nicotine Product Proceeds Restricted Account and shall be allocated in accordance with Utah Code 59-14-807(3)(a) for the period of July 1, 2026 - June 30, 2027. The GRANTEE shall use the money received in accordance with Utah Code 59-14-807 (4)(a) and Admin Rule R384-415 for enforcing:
 - a. The regulation provisions described in Section 26B-7-505;
 - b. The labeling requirement described in Section 26B-7-505; and
 - c. The penalty provisions described in Section 26B-7-518.
- 4. \$81,656.00 is available from the state funded Electronic Cigarette Substance and Nicotine Product Proceeds Restricted Account for the period of July 1, 2026 - June 30, 2027 and shall be allocated in accordance with the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program created in Utah Code 26A-1-129 to issue grants.

III. SERVICES

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

Activity Title	Objective
Continuing Education	By June 30, 2027, 2 staff funded by tobacco will attend at least 1 workplan-related training per quarter.
Priority Populations	By June 30, 2027, implement and report on established plan to collaborate with identified priority population.
Tobacco Retail Permitting	By June 30, 2027, ensure that 100% of retailers are permitted.
Compliance Checks	By June 30, 2027, complete 2 tobacco compliance checks in each tobacco retail outlet.

Retail Education	By June 30, 2027 ensure that 100% of retailers are provided education materials.
Retail Inspection, E-cigarette Product and Nicotine Product Inspections	By June 30, 2027 conduct combined inspections in 17 retailers.
CBO Partnership	By June 30, 2027, establish 3 partnerships with community based organizations (CBOs) that work to provide school connectedness through culturally relevant programs that promote resilience and/or emotional well-being.
Dental Partnerships	By June 30, 2027, collaborate with 1 dental professionals to screen for tobacco use and dependence when interacting with youth and young adults.
Youth Groups	By June 30, 2027 support a local youth coalition in advocating for tobacco use prevention policies and programs.
Age 21 Law	By June 30, 2027 educate 2 municipalities and 100% retailers on the minimum age of 21 for the sale of tobacco products, electronic cigarette products and other nicotine products. By June 30, 2027 facilitate at least one formal or informal learning and/or relationship building opportunity (in person or virtual) with retailers, municipalities and/or community groups or agencies.
Quit Services	By June 30, 2027 increase Quit Services registrations in local area from 15 during 7/2024-6/2025 to 16.
Low Income Cessation Services	By June 30, 2027 work with 2 local services that are utilized by low income individuals to promote tobacco cessation programs.
Low Income MUH Policy	By June 30, 2027 provide resources, training and technical assistance to 1 low-income MUH property to implement, improve and/or maintain comprehensive tobacco policies.
Worksite Policy	By June 30 2027 work with 2 worksite(s) to implement, improve and/or maintain environmental and employee policies.
UICAA	By June 30, 2027 respond to 100% of Utah Indoor Clean Air Act (UICAA) complaints and provide education, signage, and materials as appropriate.

IV. REPORTS

- A. The GRANTEE shall report on the progress report measure for each of their work plan activities as listed in Section IV, in Qualtrics. Progress reports shall be submitted quarterly by the 15th of October, January, April, and July.
- B. The GRANTEE shall report tobacco retailer-related data as needed directly to the Tobacco Retail and

Compliance Specialist.

- C. The GRANTEE shall comply with Utah Code 26A-1-129, by submitting reports to the Utah Association of Local Health Departments on or before September 1 each year. Reporting shall include:
1. Provide an accounting for the expenditure of grant funds;
 2. Describe measurable outcomes as a result of the expenditures;
 3. Describe the impact and effectiveness of programs and activities funded through the grant; and
 4. Indicate the amount of grant funds remaining on the date that the report is submitted.

V. DHHS PROGRAM ROLE

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

VI. MEDIA

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

VII. ADMINISTRATIVE REQUIREMENTS

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

VIII. OUTCOMES

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

- A. The following long-term measures support the outcomes:
1. Reduce the percentage of Utah high school students who use tobacco (including vaping) to 8%.
 2. Reduce the percentage of Utah young adults (18-24 years old) who vape to 15%.
 3. Reduce adult cigarette smoking in very high Health Improvement Index areas to 10%.
 4. Reduce the percentage of Utah adults on Medicaid who smoke to 18%.
 5. Reduce the percentage of Utah adults (with no health insurance) who smoke to 16%.

6. Decrease the percentage of adult cigarette smoking (disparate populations) by 5% relative to baseline



Lori Maughan	Chair
Jamie Harvey	Vice-Chair
Silvia Stubbs	Commissioner

June 16, 2026

RE: Donation of Fire Trucks to MVFPD

To Whom It May Concern:

This letter serves as official documentation that the San Juan County Fire Department donated the following vehicles to the Moab Valley Fire Protection District:

- 1995 Chevrolet Brush Truck
- 2002 Ford Rescue Truck

The transfer of these vehicles was made to support emergency response capabilities in the northern portion of San Juan County and surrounding service areas. The donated apparatus will assist Moab Valley Fire Protection District in providing enhanced fire suppression, rescue, and emergency response services to areas including Dead Horse Point, the Potash area, Spanish Valley, Pack Creek, and other neighboring communities and recreational areas.

The availability of these vehicles within the region helps improve operational readiness and provides faster response times to emergencies occurring in these areas. Due to the geographic location of these service areas and their proximity to Moab Valley Fire Protection District resources, the donated equipment will contribute to more efficient fire response, improved public safety, and increased protection for residents, visitors, and public lands.

San Juan County values its partnership with Moab Valley Fire Protection District and recognizes the importance of interagency cooperation in providing effective emergency services throughout the region.

If additional information is needed regarding this donation, please contact San Juan County.

Sincerely,

Lori Maughan
San Juan County Commission Chair

REQUEST FOR PROPOSAL
FOR EMERGENCY MEDICAL SERVICES AND INTERFACILITY TRANSPORT
RFP #: SJCEMS-2026

Issued by: San Juan County, Utah Date of Issue: June 17th, 2026

Proposal Due Date: July 17th, 2026, at 3:30 pm MST at the San Juan County Clerk's office San Juan County, Utah, is seeking proposals from qualified, licensed, and experienced Emergency Medical Services (EMS) providers to furnish comprehensive emergency medical response and ground ambulance transport services. The county's objective is to secure a contract with a provider that can deliver high-quality, reliable, and fiscally responsible services for all residents and visitors within its jurisdiction including, Monticello, Blanding, Bluff cities.

This RFP is being issued in accordance with Utah state law and county procurement ordinances to ensure a competitive and transparent process. The selected provider will be responsible for both 911 emergency response and interfacility transport services, aligning with the county's commitment to clinical excellence and equitable access to care.

The Proposer shall be the primary 911 EMS provider for all medical and trauma emergencies within the designated service area, it will also be the Primary Interfacility transport service for Blue Mountain Hospital and San Juan Health.

The Proposer will be required to

Provide detailed data and reports on key performance metrics, including but not limited

- to response times, call volumes, patient outcomes, and clinical quality indicators.
- Implement a robust Quality Assurance and Quality Improvement (QA/QL) program,
- including regular case reviews and collaboration with the county's medical director.
- Provide timely and accurate documentation for all emergency responses and transports.

San Juan County, Utah, reserves the right to accept or reject my and all proposals received as a result of this RFP, to negotiate with any qualified Proposer, and to cancel this RFP at any time

Please submit sealed proposals to the San Juan county clerk's office before July 17th, 2026, 3:30 pm. MST.
For any questions Please Contact Jeremy Hoggard @435-587-3225 x 3310.

Published in the San Juan Record Newspaper June 17th and June 24th, 2026

Cost Goals

1. Deliver EMS services in a fiscally responsible manner while maintaining required service levels.
2. Minimize annual county subsidy requirements through efficient operations and revenue cycle management.
3. Maintain transparent financial reporting, including quarterly revenue, expense, and operational summaries.
4. Demonstrate cost-effective deployment of personnel, vehicles, and equipment while ensuring adequate coverage throughout the service area.
5. Pursue grant opportunities and alternative funding sources to reduce the financial burden on San Juan County taxpayers.

Quality Goals

1. Maintain compliance with all Utah EMS licensing requirements, state protocols, and accreditation standards.
2. Maintain a comprehensive Quality Assurance/Quality Improvement (QA/QI) program with regular case reviews and corrective action plans.
3. Ensure 100% completion of electronic patient care reports within 24 hours of service delivery.
4. Provide ongoing continuing education and skills training for all EMS personnel.

Access Goals

1. Provide continuous 24-hour, 7-day-per-week EMS and ambulance transport coverage throughout San Juan County, including Monticello and Blanding Cities
2. Maintain ambulance availability sufficient to meet community demand and minimize service interruptions.
3. Meet or exceed the following response time performance standards:
 - Rural Areas: Respond from the garage location within 3-5 minutes.
4. Ensure equitable access to emergency medical care regardless of a patient's ability to pay.
5. Provide interfacility transport services that support timely transfers for Blue Mountain Hospital and San Juan Hospital.
6. Maintain mutual aid agreements and disaster response capabilities to ensure service continuity during major incidents, wildland fires, severe weather events, and mass casualty incidents.
7. Participate in county emergency preparedness planning and regional healthcare coalition activities.

SAN JUAN COUNTY EMERGENCY MEDICAL SERVICES

Plan of Operations

1. Mission Statement

San Juan County Emergency Medical Services (SJCEMS) is committed to providing high-quality, compassionate, clinically excellent, and fiscally responsible emergency medical care to the residents and visitors of San Juan County. Through professional training, strong community partnerships, and effective resource management, SJCEMS strives to ensure timely access to emergency medical services across one of the largest and most geographically challenging service areas in Utah.

2. Service Area Description

SJCEMS provides emergency medical response, ambulance transport, interfacility transport, and related EMS services throughout approximately 5,000 square miles of southeastern Utah.

The service area includes:

- The communities of Monticello, Blanding, Bluff, and La Sal.
- Canyonlands National Park.
- National monuments, state parks, and public lands.
- Extensive backcountry recreation areas.
- Rural highways and remote transportation corridors.

The county experiences significant seasonal tourism resulting from outdoor recreation activities including:

- Mountain biking
- OHV and Jeep recreation
- Hiking and backpacking
- Rock climbing
- Canyoneering
- Motocross events
- Rodeos

These activities often create complex rescue situations requiring extended patient contact times, prolonged extrications, and long transport distances.

3. Scope of Services

SJCEMS provides:

Emergency Response Services

- 24-hour emergency ambulance response.
- Advanced Emergency Medical Technician (AEMT) level service at all times.
- Paramedic level service when available.
- Mutual aid response as requested.

Interfacility Transport Services

SJCEMS serves as the primary interfacility transport provider for:

- San Juan Hospital, Monticello
- Blue Mountain Hospital, Blanding

Interfacility transports may include transfers to healthcare facilities throughout Utah and neighboring states.

Specialized Rural EMS Operations

SJCEMS routinely provides:

- Backcountry medical response
 - Search and rescue medical support
 - Technical rescue medical support
 - Air medical coordination
 - Mass casualty incident response
 - Special event medical standby
-

4. Organizational Structure and Chain of Command

SJCEMS operates under the National Incident Management System (NIMS) and Incident Command System (ICS).

Administrative Structure

County Commission

↓

EMS Director

↓

Full-Time Supervisory Staff

↓

Crew Leaders

↓

Field Personnel

EMS Director Responsibilities

The EMS Director shall:

- Manage daily operations.
- Oversee personnel and training.
- Ensure regulatory compliance.
- Manage budgets and purchasing.
- Coordinate with hospitals and partner agencies.
- Report directly to the San Juan County Commission.

Incident Command

For emergency incidents, personnel shall function within the Incident Command System.

Unified Command may be established with:

- Law Enforcement
- Fire Departments
- Search and Rescue
- National Park Service
- State and Federal Agencies

5. Staffing Plan

Staffing Model

SJCEMS operates primarily as a paid-call EMS system.

Ambulance staffing requirements:

- Minimum crew of two certified EMS providers.
- At least one crew member must be licensed as an AEMT or higher.

Current Staffing Levels:

Certification Level	Number
Paramedic	3
Advanced EMT	20
EMT	20
Total Personnel	43

Duty Requirements

Personnel assigned to ambulance coverage shall:

- Remain within 3–5 minutes of their assigned station.
- Respond immediately upon dispatch notification.
- Maintain required licensure and certifications.

Future Staffing Objectives

SJCEMS will continue developing a sustainable paramedic program with the goal of:

- Providing paramedic coverage on every daytime shift.
 - Increasing recruitment and retention of paramedics.
 - Expanding advanced-level clinical capabilities.
 - Additional full time staff members.
-

6. Ambulance Deployment Plan

Primary Stations

- Monticello Station
- Blanding Station

Satellite Deployment Locations

- Bluff
- La Sal

Fleet Deployment

SJCEMS maintains seven ambulances strategically positioned throughout the county.

Deployment objectives include:

- Rapid response to population centers.
 - Coverage of remote transportation corridors.
 - Availability for simultaneous incidents.
 - Support for interfacility transport operations.
-

7. Clinical Service Level

Advanced EMT Service

At minimum, SJCEMS shall provide Advanced EMT level care 24 hours per day.

Paramedic Service

When available, paramedic personnel may upgrade ambulance capability utilizing a secured Paramedic Response Kit.

Paramedic kits shall:

- Remain secured in locked storage.
- Be controlled through tamper-evident lock tags.
- Contain medications and equipment required for paramedic practice.
- Be inspected regularly for readiness.

When no paramedic is available:

- The service will function at the Advanced EMT level.
 - Patients will be transported to the nearest appropriate facility.
 - Air medical resources may be requested as indicated.
-

8. Training and Continuing Education

Continuing Medical Education

Department training shall occur:

- Twice monthly for continuing education.
- Quarterly for advanced skills training and competency evaluation.

Training programs will include:

- Utah BEMS recertification requirements.
- Clinical protocol updates.
- Airway management.
- Trauma care.
- Pediatric emergencies.
- Cardiac emergencies.
- Rescue operations.
- Incident command.
- Vehicle operations.

Competency Maintenance

All personnel shall maintain:

- State licensure
 - CPR certification
 - Required continuing education
 - Annual skills verification
-

9. Fleet Management

SJCEMS maintains a fleet of seven ambulances.

Fleet Objectives

- Safe operation
- Reliable response capability
- Compliance with state regulations
- Long-term sustainability

Vehicle Maintenance

Monthly inspections shall include:

- Mechanical systems
- Safety equipment
- Emergency warning systems
- Medical equipment
- Communications equipment

Fleet replacement shall follow San Juan County Fleet Policies.

Driver Qualifications

All operators shall maintain:

- Emergency Vehicle Operations (EVO) certification
- Valid driver's license
- County driver authorization

10. Medical Direction and Clinical Governance

SJCEMS operates under the medical direction of:

Dr. Chessy Nicholes
Medical Director

Medical Director Responsibilities

- Clinical oversight
- Protocol approval

- Quality improvement participation
- Provider education support
- Clinical performance review

Treatment Protocols

All personnel shall carry electronic access to approved protocols covering:

- Standing orders
 - Patient assessment
 - Treatment guidelines
 - Destination determination
 - Trauma triage
 - Air medical activation
-

11. Equipment and Medication Management

All ambulances shall comply with Utah Administrative Rule R426-15.

Inventory Management

Weekly inspections shall include:

- Medical equipment
- Medications
- Controlled substances
- Oxygen systems
- Specialty rescue equipment

Controlled Substance Security

Controlled medications shall:

- Remain secured under lock.
- Be tracked using inventory logs.
- Require dual verification for administration.
- Be documented immediately after use.

Medication discrepancies shall be reported immediately to:

- EMS Director
 - Medical Director
 - Law Enforcement (if applicable)
-

12. Communications Plan

Dispatch Services

SJCEMS is dispatched through:

Price Department of Public Safety Dispatch Center

Notification systems include:

- Voice pagers
- eDispatch smartphone applications
- County radio network

Communications Resources

SJCEMS utilizes:

- Mobile radios
- Portable radios
- Statewide interoperability channels
- Regional mutual aid channels

Backup Communications

- Cellular phones
 - Satellite phones
-

13. Mutual Aid and Regional Partnerships

SJCEMS maintains mutual aid agreements with:

- Grand County EMS
- Utah Navajo Health System Ambulance

Additional partnerships include:

- San Juan County Search and Rescue
- National Park Service Search and Rescue
- Local Fire Departments
- State Parks
- Air Medical Providers

These partnerships ensure continuity of service during:

- High call volume periods
 - Major incidents
 - Technical rescues
 - Mass casualty incidents
-

14. Air Medical Utilization

Air medical transport shall be considered when:

- Patient condition warrants rapid transport.
- Ground transport times are excessive.
- Remote locations delay definitive care.
- Specialty services are unavailable locally.

Activation procedures shall follow departmental Standard Operating Guidelines.

15. Quality Improvement Program

SJCEMS shall maintain an ongoing Quality Improvement (QI) program focused on:

Clinical Performance

- Protocol compliance
- Documentation quality
- Clinical outcomes

Operational Performance

- Response times
- Unit availability
- Staffing effectiveness

Training Performance

- Continuing education completion
- Skills competency
- Certification compliance

Quality improvement findings shall be reviewed regularly by administration and the Medical Director.

16. Financial Management

SJCEMS operates primarily through:

- Ambulance service billing revenue
- Interfacility transport revenue
- County appropriations
- Grants and supplemental funding sources

The County Commission maintains oversight of financial operations and budgeting.

Financial objectives include:

- Fiscal sustainability
 - Responsible resource allocation
 - Fleet replacement planning
 - Workforce development
 - Continued advancement of paramedic services
-

17. Strategic Goals (2026–2030)

1. Establish daily paramedic coverage throughout the county.
2. Improve recruitment and retention of EMS personnel.
3. Expand community paramedicine and public education initiatives.
4. Maintain compliance with all state and federal regulations.

5. Enhance backcountry rescue medical capabilities.
6. Improve response reliability in remote service areas.
7. Maintain financial sustainability through diversified funding sources.
8. Strengthen regional partnerships and mutual aid relationships.
9. Continue investment in training and workforce development.
10. Deliver safe, high-quality patient care to all residents and visitors of San Juan County.

SAMPLE**OFFICIAL BALLOT PROPOSITION****SAN JUAN COUNTY, UTAH****PROPOSITION ____**

Shall San Juan County, Utah, be authorized to impose a local sales and use tax of one percent (1.0%) as authorized by Utah Code Section 59-12-802, with the revenue generated from the tax to be used for the funding, operation, maintenance, equipment, staffing, capital improvements, and enhancement of emergency medical services (EMS), ambulance services in San Juan County

The tax would be imposed on taxable transactions occurring within San Juan County. "excluded non prepared food, fuel, prescription medications"

FOR the imposition of a 1.0% Rural County Health Care and Emergency Medical Services Sales and Use Tax

Yes

No



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

ITEM TITLE, PRESENTER: Consideration and approval to purchase 226 C3H2, Skid Steer, Todd Adiar, Road Superintendent

RECOMMENDATION: Consideration and approval

SUMMARY

We would like to purchase a 226 C3H2 Skid Steer, to replace a 1989 Case Uniloader

HISTORY/PAST ACTION

NA

FISCAL IMPACT

\$58,422.00 in 2026 Budget



Adair, Todd <tadair@sanjuancountyut.gov>

San Juan Co 226

1 message

Marco J. Defa <mdefa@wheelercat.com>
To: "tadair@sanjuancounty.org" <tadair@sanjuancounty.org>

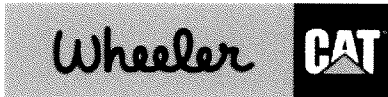
Thu, Mar 6, 2025 at 2:18 PM

Marco,

New 226 C3H2 Sale Price, FOB, Customer site:	\$56,000	includes Bucket and 4/2 PHT Warranty ^{#58,422.00}
New 236 C3H2 Sale Price, FOB, Customer stie:	\$62,000	includes Bucket and 4/2 PHT Warranty

If we order one with High Flow you will need to add \$2422 to each machine.

Marco J. Defa | Sales Representative | Wheeler Machinery Co.
5300 West Wheeler Way, Hurricane, UT 84737
Office: 435.251.8410 | Mobile: 435.229.6074
mdefa@wheelercat.com | www.wheelercat.com



ST SERVICE

GET TRAINING

CREDIT APP

801-783-1560

Lifts

Parts

Service

Technology

Support

Jobs





COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

ITEM TITLE, PRESENTER: Consideration and approval to purchase 226 C3H2, Skid Steer, Todd Adair, Road Superintendent

RECOMMENDATION: Consideration and approval

SUMMARY

We would like to purchase a 226 C3H2 Skid Steer, to replace the patch crew skid steer in south district, a 1989 Case Unloader

HISTORY/PAST ACTION

NA

FISCAL IMPACT

\$58,422.00 in 2026 Budget



154322-01

April 23, 2026

SAN JUAN COUNTY ROAD DEPT

PO BOX 188
MONTICELLO, UT84535

Attention: TJ ADAIR

Machine pictured may not reflect specifications quoted.

Dear Tj Adair,

Thank you for your interest in Wheeler Machinery Co. and its products. I am pleased to provide you with this quote for your consideration.

{MachineStatus} {ModelName}

STOCK NUMBER: SERIAL NUMBER: YEAR: SMU:

Thank you for your interest in Wheeler Machinery Co. and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Marco Defa | Machine Sales Representative | Wheeler Machinery Co.
435-229-6074 | mdefa@wheelercat.com

{MachineStatus} {ModelName}

STANDARD EQUIPMENT

POWERTRAIN -Cat C2.8T turbocharged diesel engine --Gross horsepower per ISO 14396 -74.2 hp (55.3 kW) --Glow plugs starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Ecology drain - coolant -Filter, hydraulic supply, cartridge type -Filter, hydraulic return, cartridge type -Filter, canister type, engine oil -Filter, canister type, fuel -and water separator -Radiator / hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, - parking brakes -Hydrostatic transmission -Lockable fuel cap -Auto engine idle

UNDERCARRIAGE -Torsion Suspension (4 independent -torsion axles) -Two speed travel -Integrated tie downs on track -frame (4) -

ELECTRICAL -Work Tool Electrical Harness -Heavy duty battery --includes battery disconnect with -lockout feature -12 volt electrical system -85 ampere alternator -LED work lights -Auto reverse lights -Switch backlighting -Interior LED dome light -Backup alarm -Electrical outlet, beacon -Courtesy lighting, exterior -

OPERATOR ENVIRONMENT -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised / operator out of seat --Engine coolant temperature --Engine oil pressure --Glow plug activation --Hydraulic supply filter restriction --Hydraulic oil temperature --Park brake engages --Engine emission system -(where applicable) -Control interlock system, when operator -leaves seat or armrest raised: --Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS cab, tilt up -FOPS, Level I -Color LCD monitor: --Creep speed control --Drive response adjustment --Implement response adjustment --Drive Power Priority adjustment --Language selection (x32) --Date, Time, Units, and brightness -settings --Multi-operator Anti-theft Security -System & Monitoring --Maintenance schedule and reminders --Event and Diagnostic Code monitoring -Smart Technology, enables use of -Smart Attachments -Gauges: fuel level, hour meter, -hydraulic temperature, battery -voltage, tachometer. -Rear View Camera -Cell Phone Storage Pocket -Cup Holder -Ergonomic contoured armrest -Top and rear windows -Floormat -Headliner -Interior rear view mirror -Horn -Hand (dial) throttle, electronic -12 volt power port -Rear window breaker hammer

FRAMES -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (9) -Removable panels for machine - frame cleanout -Support, lift arm -Steel rear and front bumpers, welded -Fuel fill, machine right hand side

OTHER STANDARD EQUIPMENT -Steel engine door with replaceable -louvers -Engine door - lockable -Extended life antifreeze (-37C, -34F) -Work tool attachment coupler -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat ToughGuard TM hose -Hydraulic demand cooling fan

MACHINE SPECIFICATIONS

255 CTL DCA6D	661-5335	SEAT BELT, 2"	613-1924
255 05A COMPACT TRACK LOADER	586-0258	CERTIFICATION ARR, P65	643-7208
CAB PACKAGE, ULTRA	661-5338	COLD STARTING PACKAGE (120V)	652-2074
HYDRAULICS, PERFORMANCE, (HP3) Hi Flow	585-9684	LANE 2 ORDER	0P-9002
WORKLIGHTS,LED,FRONT/REAR/SIDE	579-2311	GUARDING / SEALING PKG, (HD1)	586-0092
COMFORT PKG, ENCLOSED CAB,HVAC	657-2194	TRACK,RUBBER,400MM(15.7 IN)BAR	594-1466
SEAT,AIR SUSPENSION,HEAT/VENT	585-9588	FUEL, ELECTRIC PRIMING	590-1211
PACKAGE, TECHNOLOGY (T5)	601-6604	PRODUCT LINK, CELLULAR PL243	579-2323
FAN, COOLING, DEMAND	585-9666	INSTRUCTIONS, ANSI, USA	585-9582
QUICK COUPLER, HYD, SELF LEVEL	586-0291	SERIALIZED TECHNICAL MEDIA KIT	421-8926
HOSE GUIDE, ATTACHMENT	640-5405	SHIPPING/STORAGE PROTECTION	643-1300
IDLER WHEELS, TRIPLE FLANGE	642-3004	COUNTERWEIGHT,MACHINE,EXTERNAL	585-9676
RIDE CONTROL, NONE	592-6357	PACK, DOMESTIC TRUCK	0P-0210
REAR LIGHTS	579-2312	INTEGRATED RADIO	651-8586
DOOR, CAB, POLYCARBONATE	593-7244	AIR CONDITIONING, R134A REF	661-1437

SELL PRICE	\$91,000.00
NET BALANCE DUE	\$91,000.00
AFTER TAX BALANCE	\$91,000.00

Standard Warranty: 2 Year / 2000 Hour Premier

Item 25.

F.O.B/TERMS:

WARRANTY COVERAGE

Type	Start Date	Expire Date	Description	Claim Class Group	Monthly Serv	H/M Ind
22PR	Mar 31, 2026	Mar 31, 2028	2YR/2000HR PREMIER		24	2000 H
42HT	Mar 31, 2026	Mar 31, 2030	4YR/2000HR P+H+T		48	2000 H

Page 1 of 3

Preliminary Trade Value Estimate

This is an estimate only, not an offer of trade. Actual Trade Offers are subject to inspection.

Date	03/25/26	Customer	San Juan Co Landfill
Rep.	mdefa@wheeler	Manufacturer	Volvo
Mngr.	Dan Maruji	Model	L180E
Evaluator	Kyle Pectol	Serial Number	L180EV
		Year	2005
		Hours SMU	4900
		Group Code	WL
		Misc / Orig ID#	
		Previous Valuation Date	

Specs. Bucket n scales

A	High Auction Avg	\$38,000.00
B	Mid Auction Avg	\$27,500.00
C	Low Auction Avg	\$20,000.00

Machine Condition (A,B,C) C

- A** Excellent operating condition. Low hours. Excellent cosmetic condition. Low wear and tear(>75% tire life, >75% UC life). No leaks, no broken glass, etc.
- B** Good operating condition. Average hours. Good cosmetic condition. Normal wear and tear(>50% tire life, >50% UC life). No leaks, no broken glass, etc.
- C** Fair operating condition. Higher hours. Fair cosmetic condition. High wear and tear. Visible leaks, broken glass, etc.

Likely Resale Strategy (R,W,A) WA

- R** Retail CAT machine and model is in demand and can likely be sold locally for retail.
- W** Wholesale Low demand for CAT model or a non-CAT machine and will likely be sold wholesale out of territory.
- A** Auction Very low demand or machine condition warrants sending to auction.

Est. Proceeds **\$22,500.00**
 Resale deduction **\$2,500.00**
 (includes deduct for repairs, freight, auction fees, interest carry cost, etc.)

Trade Value **\$20,000.00**

Is there a loan on the trade-in machine and if so, what is the pay-off balance: \$ _____

Estimated customer proceeds from trade balance:

Comments

Possible Trade in for used 980

Machine Condition (A,B,C) sets the baseline auction value.

Resale Strategy (R,W,A)

- R** **Retail:** Estimated proceeds is approximately 20% over baseline auction value
- W** **Wholesale:** Estimated proceeds is approximately 10% over baseline auction value
- A** **Auction:** Estimated proceeds is approximately baseline auction value



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

ITEM TITLE, PRESENTER: Consideration and Approval to Upgrade 4 -938 QC Wheel Loader, Todd Adair, Road Superintendent

RECOMMENDATION: Consideration and Approval

SUMMARY

We would like to upgrade our 4 loaders, @ \$243,000 each, buy back for our current ones are \$232,000.00 each, our output for new ones will be \$11,000.00 each (\$44,000 total)

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

\$11,000 X 4= \$44,000 in 2026 budget



149808-01

April 23, 2026

SAN JUAN COUNTY ROAD
DEPARTMENT

Attention: TJ ADAIR



Machine pictured may not reflect specifications quoted.

Dear TJ,

Thank you for your interest in Wheeler Machinery Co. and its products. I am pleased to provide you with this quote for your consideration.

New Caterpillar Model: 938 QC Wheel Loaders

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** 2026 **SMU:** 6

Thank you for your interest in Wheeler Machinery Co. and Caterpillar products for your business needs. This quotation is valid for 10 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Marco Defa
Wheeler Machinery Co.
mdefa@wheelercat.com
435-229-6074

New Caterpillar Model: 938 QC Wheel Loaders

STANDARD EQUIPMENT

POWERTRAIN -Cat C7.1 ACERT engine --Auto Idle shut down feature --Auto Engine RPM --Power modes (Standard and Performance) --Power by range (High power in range 4) --Tier 4 final/Stage V compliant --Turbocharged and aftercooled --Filtered crankcase breather --Diesel particulate filter --Selective catalyst reduction -Dry type air cleaner -Coolant protection to -34C (-29F) - Fuel priming pump, automatic -Fuel Water separator -Auto Differential lock in front axle -Axle seal guards -Enclosed wet disc full hydraulic brakes -Parking brake, electric -Lubed for life driveshafts -Hydrostatic transmission with electronic -control --Operator modes(TC, Hystat, Single Pedal -and Ice) --Directional shift aggressiveness (Fast, -Medium, Slow) --Auto Rimpull control, adjust wheel -torque --Creeper control, adjust ground speed -Single plane cooling package wide 6 fins -per inch density -Hydraulically driven demand cooling fan -S-O-S port,engine,coolant,transmission -oil -

HYDRAULICS -Automatic lift and bucket kickouts, -adjustable in-cab -Bucket and fork modes, adjustable in-cab -Cylinder damping at kickout and -mechanical end stops -Fine mode control (fast, medium, slow) -in Fork Mode -Hydraulic response setting (fast, - medium, slow) -Hydraulic diagnostic connectors and -S-O-S ports -Hydraulic sight gauge, visible -Load sensing hydraulics and steering -Seat mounted hydraulic joystick controls -Cat Payload 250 hours of Demo -

ELECTRICAL -Alternator, 115-amp, heavy duty -12V power supply in cab (2) -Batteries, 1,000 CCA (2) 24 volt system, -disconnect switch -Back up alarm -Emergency shutdown switch -LED rear stop and turn lights -Heavy duty gear reduction starter -Product Link -Remote jump start post -Resettable main and critical function -breakers -Roading lights front and rear -

OPERATOR ENVIRONMENT -75 mm (3 in) retractable seatbelt -Automatic temperature control -Cab, enclosed ROPS/FOPS pressurized -and sound suppressed -Push to Start -8 Inch Touch Screen -Jog Dial with Screen Control -Programmable Joystick - Cup holders -External heated mirrors with lower -parabolic -Ground level cab door release -Hydraulic control lockout -Interior cab lighting, door -Lunch box storage -Operator warning system indicators -Radio ready speakers -Rear window defrost, electric -Seat mounted electronic implement -controls, adjustable -Sliding glass on the side windows -Column mounted multi function control -- lights, wipers, turn signal -Suspension seat, fabric -Tilt steering wheel -Tinted front glass -Wet arm wiper/washer, 2-speed and - intermittent, front -Wet arm wiper washer, rear -Mounting Provision -Gauges --Digital hour meter, odometer and -tachometer --Digital ground speedometer and -direction indicator --Engine coolant temperature gauge --Fuel and diesel exhaust fluid level -indicator -- Hydraulic oil temperature gauge -

OTHER STANDARD EQUIPMENT -Large-access enclosure doors with -adjustable close/open force -Parallel lift loader linkage - Recovery hitch with pin -Remote mounted lubrication points -Vandalism protection- -lockable compartments -1000 hour Service Intervals -(after initial 500) -

MACHINE SPECIFICATIONS

938 14A WHEEL LOADER	579-7703	MIRRORS, HEAT, ELEC ADJUST	578-1409
CHASSIS AR-938	579-7707	SEAT, DELUXE, TILT AND TELE	593-8962
ELECTRICAL AR	579-7708	LIGHTS, STD, HALOGEN	590-8902
HYDRAULIC AR	579-7712	LIGHTS, ROADING, HALOGEN, RH	633-0624
POWER TRAIN AR	593-8992	STANDARD RADIO (12V)	590-8872
INSTALLATION AR	593-8999	PRODUCT LINK, CELLULAR PLE643	573-8455
ELECTRONICS AR-M	595-9693	FILM GP, WARNING, PL, ANSI	638-5475
LANE 2 ORDER	0P-9002	WINDSHIELD ACCESS STEPS, NONE	612-1012
PREP PACK, UNITED STATES	593-8900	TIRES,20.5R25 MX XHA2 * L3	366-6882
STANDARD LIFT, COUPLER READY	593-8941	FENDERS, STANDARD	593-8951
HYDRAULICS, 2V	593-8942	CTWT, STD,3064LBS, 5PCS	470-6570
HYDRAULICS, STANDARD	536-5284	TOOLBOX AUX, NONE	519-8081
STEERING WHEEL, STANDARD	579-7718	HYDRAULIC OIL, STANDARD	619-8439
JOYSTICK 2V, STEERING WHEEL	593-8915	SERIALIZED TECHNICAL MEDIA KIT	421-8926
DIFFERENTIAL, OPEN REAR	349-8014	LINES, AUX 3RD, NONE	536-5329
ENVIRONMENT, MEDIUM DEBRIS	579-7722	RIDE CONTROL	579-7697

WEATHER, COLD START 120V	579-7731	GUARD, POWERTRAIN, LOWER	349-8165
CAB, STANDARD	578-1363	PACK, DOMESTIC TRUCK	0P-0210
AIR CONDITIONING, R134A REF	579-7735	QUICK COUPLER,FUSION,HIGH VIS	536-5314
ENGINE	593-8993	JUMPER LINES, NONE	536-5339
PUSH START, PASSCODE SECURITY	579-7738	BUCKET – BCP04848B	417-4929
CAMERA, REAR VIEW	579-7761		

AWARDED STATE CONTRACT MA3383

SELL PRICE		\$243,000.00
BUYBACK 938 QC	-	\$232,000.00
NET BALANCE DUE		\$243,000.00
AFTER TAX BALANCE		\$11,000.00

WARRANTY & COVERAGE

Standard Warranty: 12 Months / Unlimited Hours - Premier
 Extended Warranty: 48 MO/4000 HR POWERTRAIN + HYDRAULICS + TECH

F.O.B/TERMS:
 Moab

Wheeler Machinery agrees to purchase the motor grader back from SAN JUAN COUNTY at the end of one year term as needed per the stipulations below for the sum of \$243,000.00

- Machine to have less than 300 hours,
- Tires will have at least 50% remaining,
- Wear items at least 50% remaining
- SAN JUAN County must submit a request in writing to exercise their buy back option at least 3 months in advance from end of one year term
- Overtime Hours above 300 Hours will be charged \$40 p/ hour overage

STATE CONTRACT MA3383

Signature of acceptance _____



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the State of Utah, Administrative Office of the Courts, referred to as STATE, and the following CONTRACTOR:

San Juan County Sheriff
Name
297 Main Street
Address
Monticello Utah 84535
City State Zip

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

Contact Person: Lehi Lacy Phone: 435-587-2237 Email: llacy@sanjuancountyut.gov
Vendor #: 22718A Commodity Code #: 96480

- 2. GENERAL PURPOSE OF CONTRACT: To provide court perimeter and bailiff services at the courthouse/s in this county.
3. PROCUREMENT: This contract is entered into as a result of: No procurement required (Government Agency).
4. CONTRACT PERIOD: Effective Date: 07/01/26 Termination Date: 06/30/27 unless terminated early or extended in accordance with the terms and conditions of this contract. RENEWALS: NONE
5. CONTRACT AMOUNT: CONTRACTOR will be paid based on the following for this Contract Period:
Maximum Contract Hours: 1,300 at Rate: \$23.59 Maximum Budget: \$30,667.00
6. ATTACHMENT A: Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Costs/Payment
Any conflict between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR:

STATE:

[Signature] 6/2/2026
County Sheriff Date

Court Security Director or AOC Designee Date

County Commission Date

Keisa Williams 5/19/26
Approved as to Form Date

County Attorney Date

Approved as to Availability of Funds Date

State Division of Finance Date

ATTACHMENT A: TERMS AND CONDITIONS – Bailiff and Security Contracts

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 11-13-101 commonly referred to as the Inter-local Cooperation Act, 17-72-301, 17-72-708 and UC78A-2-602.
2. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal, and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
3. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
4. **TERMINATION:** This contract may be terminated in advance of the specified expiration date, by either party, upon ninety (90) days written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Termination shall not affect the rights and duties of either party as may be required by law.
5. **NONAPPROPRIATION OF FUNDS:** The provision of this contract placing an obligation upon the State to compensate the Sheriff for services is contingent upon, and limited to the extent that, funds are appropriated and available for this purpose by the Legislature. The State will actively seek adequate funding from the Legislature to fulfill the obligations of this contract. In the event that funds are not appropriated or otherwise available to honor the terms of this contract, the State may renegotiate the agreement or may terminate the agreement without penalty upon 30 days written notice to the Sheriff.
6. **LIABILITY:** The State shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of State employees in connection with the performance of this contract. The County shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the County in connection with the performance of this Contract. The parties do not waive and this agreement is subject to the terms and conditions of the Governmental Immunity Act of Utah, UCA 63G-7-101 *et seq.*, including, but not limited to, the liability limits contained therein.
7. **EMPLOYMENT STATUS:** All persons performing duties under the terms of this Contract shall be County employees and shall have no right to any state pension, civil service, workers' compensation, unemployment or any other state benefit for services provided hereunder. The County will have full supervision authority, subject to the Scope of Work, over all persons employed to carry out the requirements of this Contract.
8. **PAYMENT:** Payments are normally made within 30 days following the date a correct invoice is received. All invoices must be submitted in an approved format.
9. **COMPENSATION:** The compensation paid by the State to the County pursuant to this Agreement shall be used only for the services provided pursuant to the Agreement, and County shall not have the authority or right to use such funds for other purposes. The State shall compensate the County for salary and benefits of sworn officers in conformance with the provisions of Sections 17-72-301, 17-72-707, 17-72-708, and UC78A-2-602, and Rule 3-414 of the Code of Judicial Administration. This agreement shall not serve to compensate County for costs related to security administration, supervision, travel, equipment and training.
10. **EQUIPMENT:** The equipment used by County personnel shall be provided and maintained by the County except for elements of the security systems (i.e. magnetometers, surveillance and other monitoring devices) provided by the State.
11. **NOTICE:** The Sheriff shall respond to a request for assistance with additional law enforcement personnel and services, without compensation, upon the occurrence of a breach of peace or when a security problem is anticipated.

12. **PROBLEM RESOLUTION:** The State's designated representative or representatives shall have the right, upon request, to meet and confer with the Sheriff, and/or his designated contract representatives, to discuss any problems arising from the Sheriff's performance or the individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.

13. **CONTINUITY OF COURT OPERATIONS:** The Sheriff shall continue to provide bailiff and security services to the State if a natural disaster or other disruption forces the Court to modify its operations or convene at an alternate site(s) within the County.

14. **SECURITY INCIDENT REPORTING:** The Sheriff shall report all breaches of security, criminal acts, or threats to the Court or court personnel to the Local Security Coordinator. Such incidents include, but are not limited to: threats, suspicious incidents, vandalism, theft/burglary/robbery, medical assists and assaults. The Sheriff further agrees to provide a written report of the incident to the Local Security Coordinator on the Sheriff's standard departmental report form or on a Court Security Incident form provided by the local Security Coordinator. This will be completed as soon as is reasonably possible after the incident.

15. **SECURITY REVIEWS:** The Sheriff will cooperate with the Court Security Director and Court Facilities Manager in conducting periodic court security reviews to determine compliance with physical and procedural security standards and will assist in correcting any deficiencies identified. To the extent possible, the Sheriff will implement the standards set forth in the Model Post Orders document (as applicable) dated March, 2014, and provided by the Courts.

16. **TRAINING:** The Sheriff agrees to send bailiffs and court security officers to the 16 hours of basic court security training provided free-of-charge by the Court, as soon as possible after their appointment.

17. **ENTIRE CONTRACT:** This Contract, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

Revised (03/18/2026)

ATTACHMENT B: SCOPE OF WORK**Bailiff Services:**

A. County shall assign such law enforcement or special function officers as bailiffs in each courtroom when court is in session in the Seventh District, District and Juvenile Courts in San Juan County.

B. County and AOC through their designees shall coordinate the staffing, scheduling and service levels at the various court locations with the goal of promoting efficiency and quality. The County is hiring authority for all officers assigned under this contract; however, the appointment or reassignment of a courtroom bailiff is subject to the concurrence of the judges with whom the bailiff will work/works.

Security Service:

Sheriff agrees to provide court security services and such other duties as may be required by law for the Seventh District, District and Juvenile Courts in San Juan County. The Sheriff agrees to provide sufficient security staff of qualified law enforcement officers to provide security according to the Court Security Plan. Court security services will be provided from Monday through Friday of each week, excepting legal holidays or other days the court is closed, as scheduled.

Court Security Plan:

In accordance with Rule 3-414, *Utah Code of Judicial Administration*, the court executive in consultation with the Sheriff, has developed a court security plan. The plan outlines the responsibilities of the Sheriff and a written copy of that plan has been provided to the Sheriff. The Court Security Plan is hereby incorporated by reference into this contract.

Revised (01/10/2024)

ATTACHMENT C: PAYMENT

1. The AOC agrees to pay the CONTRACTOR the annual amounts listed on page one (1) of this contract, not to exceed the total contract amount.
2. The CONTRACTOR will invoice the AOC once every month, within thirty (30) days after the end of the month; however, the last invoice for the fiscal year will be due no later than July 10.
3. The AOC will remit payment to the CONTRACTOR within thirty (30) days of receipt of the invoice.
4. The invoice shall include the total hours of security services provided for the invoiced period, as well as the contract number. (located on the Cover Page)
5. Any invoice submitted in connection with this agreement shall be sent (USPS or electronically) to the Contact Information for Courts listed below.

Please send invoices to:

Administrative Office of the Courts (AOC)
Attn: Security Department
Address: 450 South Main Street, N231B
City/Zip: Salt Lake City, UT 84111
Phone: 801-578-3841
E-mail: courtsecurity@utcourts.gov

Revised (03/18/2026)



Fraud Risk Assessment

Background

The Office of the State Auditor (Office) regularly receives complaints of fraud or abuse by local government officials. The Office is also aware of internal investigations performed by local governments of their own officials and employees. Some of these situations receive significant media coverage, while others are resolved with less publicity. In either case, the level of concern by the public and local and state officials is significant. Many have asked the Office for more direction on how to prevent such occurrences in the future. The program outlined in this guide is designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments of all types and sizes. This assessment is a starting point, it is the hope of the Office that local governments will add to and adapt this form to improve how they manage their internal controls and the risk of fraud, waste and abuse.

Internal Controls as a Discipline

Professional literature, as well as our own experience, indicates that the solution to the reduction of fraud risk lies in effective internal controls. Internal controls are the policies, practices, and processes that ensure the operations of an organization are performed effectively and efficiently. Internal Controls are also intended to deter or prevent the misuse of public funds. Since internal controls require time and resources, entities should seek to reduce risk to an acceptable level, not eliminate risk altogether. In other words, a lock should never cost more than the item it is intended to protect.

The Committee of Sponsoring Organizations of the Treadway Commission (COSO) is a group of organizations dedicated to providing frameworks and guidance on risk management, internal control, and fraud deterrence. COSO publishes a document “Internal Control – Integrated Framework” (the COSO Framework). The COSO Framework is noted as the gold standard for designing and implementing an entity-wide internal control program for all organizations including governments. The Government Accountability Office (GAO) publishes its own guidance for proper internal controls in government entities known as the Green Book. The Green Book follows the COSO Framework, but adds some specific context that is unique to the government environment. We used both of these publications as resources for this project.

The COSO Framework includes five principles:

- Tone at the Top
- Risk Assessment
- Control Activities
- Communication

- Monitoring

Incorporating these five principles into an organization is a recommended but complex endeavor. Most accountants and auditors have been trained on these principles, but full implementation requires additional training and a commitment throughout the organization to be effective. We recommend every organization with the resources use COSO, GAO, GFOA, or any other reputable source as an aid to implementing a comprehensive internal control program.

Due to the expense, most local governments in Utah lack the resources necessary to completely implement the COSO Framework. Our goal is to take the concepts of the COSO Framework and boil them down to specific measures that every local government can incorporate at minimal cost. If properly implemented, we believe these measures will reduce the risk of undetected fraud, abuse, and noncompliance. We have also developed a risk assessment model that provides a basic evaluation of an entity's fraud risk, based upon required separation of duties and our recommended measures.

Recommended Measures

1. Separate Duties over Cash Accounts (Crucial)

Widely recognized as a crucial internal control, separation of duties includes separating the powers of the treasurer and clerk (the person who performs the accounting function, regardless of title), as required by state law. If the roles and responsibilities of treasurer and clerk are *not* 1) separate, 2) independent, and 3) monitored by the governing board, the risk of financial fraud and abuse increases.

In general, the treasurer is responsible for the collection and custody of funds while the clerk validates payment requests, ensures compliance with policy and budgetary restrictions, prepares checks, and records all financial transactions. In situations where proper separation of duties are not maintained, mitigating controls must be implemented. Because of the extreme importance of this control, we have developed a separate questionnaire (see attached) to help determine if basic separation of duties or mitigating controls are in place.

2. Require a Commitment of Ethical Behavior

Purpose

A critical, fundamental, and far-reaching problem facing government today is the lack of public trust and confidence. Government officials are expected to perform their government duties without using their position for personal benefit. A written statement on ethical behavior will provide clarity and serve as a physical reminder of the aspirations of the organization.

Overview

Maintaining an ethical environment requires setting an example and communicating proper expectations at every level of the organization. Training and re-enforcement of

ethical standards must be continuous and applicable. Expectations must point to the highest standards and not excuse bad behavior by anyone for any reason.

Implementation

We recommend the entity set clear expectations and exercise consistent enforcement. We recommend instilling a culture rewarding high ethical standards, rather than rewarding cutting corners or engaging in questionable or self-serving behavior. We recommend that every entity have a written policy and strong practices that address a standard of ethical behavior, including prohibited activities, required disclosures, and clear directions on how and to whom disclosures should be submitted and reviewed. We also recommend that the entity require elected or appointed officials and employees to annually commit in writing to abide by the entity's standards of ethical behavior. This practice will provide an opportunity to review the policy and identify any potential or actual conflicts of interest. Requiring periodic confirmation will deter individuals from acting unethically and identify issues before they become problematic.

3. Adopt and Put Into Practice Written Policies

Overview

The governing body should evaluate policies to make sure they establish proper oversight and direct the organization toward the desired outcomes. The following are key policies along with certain elements that we have identified that are either required by law or best practices to improve the internal control system. As a matter of practical implementation, template policies that contain these elements are available on the Office's website at resources.auditor.utah.gov.

a. Conflict of Interest

1. Specifies who is required to declare conflicts.
2. States that if a new conflict arises during course of business it must be reported.
3. Requires each public official/employee to complete a disclosure form on an at least an annual basis.
4. Identifies the individual/position responsible to gather disclosure forms.
5. Disclosure forms provide the user a way to disclose conflicts or indicate that they have no conflicts.
6. Disclosure forms must list the name and position of the public official/employee.
7. Disclosure forms must list the name of the business entity and ownership interest or position for a business regulated by the entity for which there is a conflict.
8. Disclosure forms must list the name of the business entity and ownership interest or position for businesses doing business with the entity.
9. Disclosure forms must list any investments that may create a conflict with the entity.
10. The disclosure shall be made in a sworn statement filed with the entity's governing body.

b. Procurement

Seek the best value for the entity and promote a competitive purchasing process.

1. Specifies a small item threshold allowing employee or department discretion.
2. Specifies documentation required for each level of purchasing (e.g. small purchases, medium purchases and purchases requiring competitive bid).
3. Specifies purchasing procedures (e.g. advertising methods and time frames, rejection of bids, appeals) for items requiring competitive bid.
4. Lists exemptions and documentation needed for not following regular bidding requirements (e.g. sole source provider, emergency purchases etc.).
5. Addresses improper or illegal conduct:
 - a) Prohibits dividing a procurement to avoid following policy (Utah Code 63G-6a-2404.3)
 - b) Prohibits kickbacks (Utah Code 63G-6a-2404)
 - c) Requires disclosure of conflicts of interest (Utah Code 63G-6a-2406)
 - d) Prohibits cost-plus-a-percentage-of-cost contracts (Utah Code 63G-6a-1205)
 - e) Lists other specific activities that are not allowed (Utah Code 67-16 applies to the state and all political subdivisions)
6. Designates a purchasing agent, specify who may sign contracts including requirement for contracts that must go before the governing body.
7. Has an ethics provision and/or reference Utah Code 67-16.
8. Documents consequences of violating the policy (e.g. formal reprimand, suspension, termination or criminal prosecution).

c. Ethical Behavior

1. Prohibits participation in decisions or actions in which the employee or official has real or reasonably perceived conflict (see conflict of interest policy).
2. Prohibits use of authority for personal gain or that of close friends, family, or business associates.
3. Prohibits receiving gifts, loans or bribes.
4. Requires confidentiality regarding any information not subject to GRAMA.
5. Prohibits violation of nepotism laws (Utah Code 52-3).
6. Prohibits misuse of public resources or property (Utah Code 76-8-4).
7. References the Utah Public Officer and Employee Ethics Act (Utah Code 67-16).
8. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination).

d. Reporting Fraud and Abuse

1. Requires the reporting of inappropriate actions or behavior.
2. Provides reporting structure, including alternatives if the employee's normal supervisor is involved.
3. Provides guidance on the type of actions and behaviors which must be reported.
4. Provides guidance on the information to be provided (e.g. names, dates, times, descriptions, effects) when reporting fraud or abuse.
5. Provides whistleblower protection or referrers to Utah Code 67-21-3.
6. Provides for the evaluation, investigation and possible consequences of the alleged action or behavior.

7. Provides for feedback to the employee reporting the action and the governing body.
- e. Travel
1. Establishes a process to authorize travel expenditures (i.e. preauthorization).
 2. Defines what constitutes allowable and unallowable travel and clearly establishes reasonable limits.
 3. Establishes a reporting structure with senior management reporting to the governing body.
 4. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds, inability to travel).
 5. Requires adequate record keeping (documentation of time, place, business purpose, and authorization).
 6. Communicates the public nature of purchase records.
 7. Ensures enough information is gathered and communicated to maintain accountability and measure performance.
 8. Has a provision to comply with external reporting requirements (e.g. IRS, Utah Public Finance Website reporting).
- f. Credit/Purchasing Cards
1. Credit/purchase card issuance should be approved by governing body.
 2. Establishes procedures for independent review and reconciliation of each card.
 3. Establishes card holder accountability including consequences for noncompliance (e.g. suspension, termination, recovery of funds, or loss of card privileges).
 4. Establishes required practices to ensure the security of the card (e.g. signing, storing, and who can use the card).
 5. Establishes procedures for card use (e.g. documentation required, timelines, reconciliations, restrictions).
- g. Personal Use of Entity Assets
1. Establishes allowable uses, or disallows use, of entity assets and rates if applicable (e.g. making photocopies, use of heavy equipment).
 2. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds or loss of privileges).
- h. IT & Computer Security
1. Establishes allowable uses of information systems, computer equipment, and the internet.
 2. Discloses to the user that the entity has the right to monitor and limit the activities on entity IT systems.
 3. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds, or loss of privileges).
- i. Cash Receipting and Deposit
1. Establishes a timeline for entering receipts into the accounting system.
 2. Establishes a timeline for depositing funds in the bank that complies with the Utah Money Management Act (3 days).

3. Establishes security measures for holding funds before deposit (e.g. safe, vault).
4. Establishes a receipting process for giving the customer documentation of the transaction and also provide sufficient information to understand the purpose of the transaction for management review or audit.
5. Establishes a procedure for entering credit card and ACH transactions into the accounting system.
6. Establishes a separation of duties between the person receiving payments and the person making deposits (smaller entities may require dual sign-off on deposits).
7. Establishes required documentation for voiding or altering a cash receipt, including that it be reviewed by someone that didn't make the correction.
8. Requires system-generated or sequentially-numbered receipts to allow for a review of completeness.
9. Requires cash deposits and receipts to be reconciled and/or reviewed by someone not receiving cash.

4. Hire and Train Qualified Staff

Purpose

In order to ensure the effective and efficient delivery of government services, each entity should identify the knowledge, skills, and abilities (KSA) needed by its management and employees. In technical areas, KSA often align with formal credentials, such as a degree or license. Accounting is an area where degrees and professional designations usually indicate a level of proficiency.

Overview

A licensed Certified Public Accountant (CPA) is the most common designation of a person who possesses the KSA needed to oversee the day-to-day financial operations of an entity. There are several other designations that may indicate similar KSA, such as Certified Government Financial Manager (CGFM), Certified Management Accountant (CMA), Certified Internal Auditor (CIA), Certified Fraud Examiner (CFE), Certified Government Auditing Professional (CGAP), and Certified Public Finance Officer (CPFO). At a minimum, we recommend that every entity have someone with a bachelor's degree in accounting as part of its staff.

Implementation

While not every local government entity needs a full-time CPA, every entity should utilize a qualified accountant to ensure that its finances are protected and accurately reported. Most accounting firms and professional bookkeeping services provide a variety of services on an as-needed basis. We recommend every local government evaluate the level of KSA possessed by its accounting staff and consider contracting with an accounting professional. The accounting professional could perform some or all of the accounting and ensure that the entity has effectively implemented internal controls and meets reporting requirements.

To aid local government entities in identifying and procuring the services of qualified accounting professionals, the Office maintains a qualified vendor list included on the Office's website at resources.auditor.utah.gov. The firms on this list have met the requirements set forth by the Office to provide bookkeeping, compliance reporting, or financial statement preparation for local governments.

5. Provide Effective Training

Overview

Training is vital to any organization, especially governments, where services are essential to economic prosperity and basic human needs. Public officials and key employees need to possess at least a basic understanding of the legal requirements of their entity. We encourage entities to consider the KSA needed to support the services provided by their entity, then determine the appropriate level of training that is needed to maintain those KSA. The entity should provide resources to attend sufficient and appropriate training on an ongoing basis.

Implementation

The Office provides comprehensive but basic training on financial topics for local government board members and finance officers. However, this training serves only as an introduction for those who are new or previously untrained in local government financial matters. We recommend board members and finance officers identify and participate in organizations that provide more advanced training. These organizations may be specific to the government type (e.g. counties, charter schools), a specific type of operation (e.g. sewer, water), or a specific job within the organization (e.g. treasurer, finance officer).

At a minimum, board members should view our online basic but comprehensive training every four years (see training.auditor.utah.gov). Also, at least one member of the finance team, preferably the chief finance officer, should have 40 hours of financial training each year. Financial training includes: auditing, accounting, budgeting, reporting, internal controls, fraud prevention and detection, software, and any other topic that is related to the management of finances.

6. Implement a Hotline

Definition

A hotline is a means by which the public and employees can anonymously report concerns about improper behavior of an entity's officers or employees or concerning practices of the entity.

Overview

Fraud losses are 50% smaller at organizations with hotlines than those without hotlines. According to the Association of Certified Fraud Examiners, 40% of reported instances of fraud are discovered through a tip. More than half of these tips were provided by an employee of the organization and 46% of fraud cases detected by tip were reported through a hotline.

Implementation

An effective hotline can be implemented at virtually no cost and can be as simple as providing an email address or phone number. Hotline submissions should be sent directly to a person who has the resources and objectivity to evaluate the concern and investigate if warranted. All complaints and the results of investigations should be presented to the audit committee of the entity in a timely fashion.

Hotlines should be promoted and easy to access (most entities put a link to their hotline on the main page of their website). Every entity should have a written policy that includes the following:

1. Methods for receiving complaints (e.g. email, phone number).
2. A provision for anonymous complaints.
3. Sufficient direction to ensure complaints are given adequate treatment as follows:
 - a. An initial screening of complaints to be performed by an office not involved in the complaint (this could be accomplished by having it performed by more than one office if an independent internal audit function does not exist or it could be sent directly to the audit committee).
 - b. Audit committee:
 - i. Reviews available evidence.
 - ii. Determines if further investigation is merited. If so;
 - Sets the scope of audit
 - Sets a budget
 - Sets a timeline
 - Provides resources
 - c. Audit results are reported to the audit committee.
 - d. Audit committee approves findings and recommendations.
 - e. Audit committee ensures that findings and recommendations are addressed by the appropriate officers or employees.
 - f. Feedback provided to the complainant, if requested.

7. Implement an Internal Audit Function

Definition

An internal audit function is an organizational initiative to monitor and analyze the entity's own operations in order to determine how well it conforms to a set of specific criteria, such as laws, policies, or best practices. Internal auditors are independent of the work they audit, but are very familiar with it so as to allow them to determine compliance with the requirements for that work.

Overview

An internal audit may focus on financial operations, systems, processes, or compliance. As part of the internal audit plan, auditors try to find discrepancies between operational design and operational reality. Internal audits also help uncover evidence of fraud, waste, or abuse. If internal auditors find discrepancies or inappropriate activities, they document and report them to entity leadership who can prioritize and direct corrective action.

The frequency of internal audits will depend on the department or process being examined. Some types of operations may require daily audits for quality control, others may require only an annual audit of records.

Internal audit plans act as a pre-emptive step in maintaining operational efficiency and financial reliability, as well as safeguarding assets.

Implementation

An internal audit function should be formalized by the adoption of an Internal Audit Charter which identifies who is responsible to oversee the internal audit function and who will perform the internal audits.

Those responsible for internal audits should adopt an audit plan which identifies what will be audited and when it will be audited. The audit plan should be reviewed regularly, usually once per year.

Adaptation for small entities

Only the largest of our local governments can justify a full-time internal auditor. Most local governments can execute an effective internal audit program by contracting with an audit professional to work a few days a year. To eliminate added costs entirely, some entities may coordinate with peer entities and utilize each other's financial staff to act as internal auditors. Keep in mind, internal auditors need a solid understanding of audit principles and should use work programs that are designed to effectively identify violations of the laws or policies they are auditing.

8. Use an Audit Committee

Purpose

An audit committee assists the governing body in its financial oversight responsibilities.

Membership

We recommend that members of the audit committee are a subset of the governing body. An audit committee should have a financial expert who is not a member of management. This can be achieved by having a governing body member who is a financial expert, or acquiring the assistance of a volunteer or paid professional financial expert. Finance officers from other local governments should be considered when looking for a financial expert, as they are independent and have a working knowledge of government accounting issues.

Functions

An audit committee must ensure the following:

1. Management develops and enforces systems that ensure the entity accomplishes its mission effectively and efficiently while complying with laws and regulations.
2. The internal audit function objectively assesses the effectiveness of management's internal control program.
3. Financial statement audits are performed by a qualified, independent accounting firm and issues identified during those audits are reviewed and resolved as appropriate.
4. Hotline complaints are investigated and findings are addressed by the governing body.

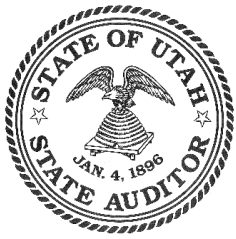
Risk Score

We have developed a five-level assessment score that is intended to communicate the entity's risk of undetected fraud, abuse, or noncompliance. The levels are based upon points assigned to each of the recommended measures. Since some measures are more effective than others, the most effective measures are assigned the most points. As more measures are adopted the score improves. The higher the score, the lower the risk.

The scale and corresponding levels are as follows:

- Very Low
- Low
- Moderate
- High
- Very High

See the *Fraud Risk Assessment Questionnaire* (attached) for specific points assigned to each measure and how point totals correspond to the risk scale.



Revised December 2020

Fraud Risk Assessment

INSTRUCTIONS:

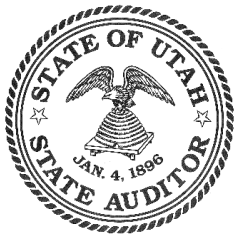
- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking “Yes” on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked “Yes” and enter the total on the “Total Points Earned” line.
- Based on the points earned, circle/highlight the risk level on the “Risk Level” line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?				
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?				
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".				
4. Are all the people who have access to blank checks different from those who are authorized signers?				
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?				
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?				
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".				
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".				
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".				
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?				
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".				
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".				

* MC = Mitigating Control



Revised December 2020

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

Fraud Risk Assessment

Continued

*Total Points Earned: 335/395 *Risk Level: Very Low Low Moderate High Very High
 > 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	Y	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	Y	5
b. Procurement?	Y	5
c. Ethical behavior?	Y	5
d. Reporting fraud and abuse?	Y	5
e. Travel?	Y	5
f. Credit/Purchasing cards (where applicable)?	Y	5
g. Personal use of entity assets?	Y	5
h. IT and computer security?	Y	5
i. Cash receipting and deposits?	Y	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	N	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	Y	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	Y	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	Y	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	Y	20
7. Does the entity have or promote a fraud hotline?	Y	20
8. Does the entity have a formal internal audit function?	N	20
9. Does the entity have a formal audit committee?	N	20

*Entity Name: San Juan County

*Completed for Fiscal Year Ending: 12/31/2025 *Completion Date: 05/27/2025

*CAO Name: Lori Maughan *CFO Name: Lyma W. Duncan
 Commission Chair

*CAO Signature: [Signature] *CFO Signature: [Signature]

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	Y			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?		N	MC	
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	Y			
4. Are all the people who have access to blank checks different from those who are authorized signers?	Y			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?		N	MC	
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	Y			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	Y			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	Y			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	Y			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	Y			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	Y			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	Y			

* MC = Mitigating Control

AGREEMENT FOR LEGAL SERVICES

PARTIES

This Agreement is between The Utah Association of Counties (UAC), a Utah nonprofit corporation, with offices at 5397 S. Vine St., Murray, UT 84107, and San Juan County, Utah, (County), whose attorney's office is located at 297 South Main Street, Monticello, UT 84535.

RECITALS

WHEREAS, the County provides important governmental services within its boundary that frequently involve legal issues.

WHEREAS, UAC's mission is to help counties provide effective services.

WHEREAS, UAC has legal resources available to assist county attorney's offices in their responsibility to give legal advice to county officials, and

WHEREAS, the County's governing body and its county attorney desire to utilize these UAC resources.

NOW THEREFORE, the County and UAC agree as follow.

I. SCOPE OF SERVICES

A. Special Deputy. The County Attorney shall provide a letter designating one or more attorneys that are employed or contract with UAC as special deputies (UAC Special Deputy Attorney). That letter may limit the scope of services provided by UAC, and if there is any conflict between the scope of services described in that letter and this Agreement, the county attorney's letter shall govern the scope of services. The county attorney's letter may be rescinded or modified at any time by the county attorney.

B. Scope of Services. The UAC Special Deputy may provide legal services to the County regarding the County's fulfilling its function as a governmental entity. However, no UAC Special Deputy may provide legal services that would be provided by the county's insurance carrier. Additionally, the UAC Special Deputy may not provide service if doing so would create a conflict of interest with UAC or another county that is a member of UAC.

C. Limited Resources. The UAC Special Deputy has discretion to turn down or limit services on any specific projects due to workload and time management.

II DURATION

The Agreement shall begin on the date it is fully executed and shall continue until December 31, 2026. The County legislative body or the County Attorney may cancel the Agreement at any time and for any reason with written notice. UAC may cancel the Agreement for any reason with thirty days written notice. Unless cancelled, the Agreement shall automatically renew for a

period of one year. There is no limit to the number of times the Agreement may automatically renew.

IV. PROFESSIONAL SERVICES FEE

In consideration for the above referenced services to be performed by UAC, the County agrees to pay an annual fee of \$10,000. Unless otherwise negotiated and approved in advance, this fee includes payment for all legal services and out of pocket expenses incurred by UAC in the normal course of this representation, such as airfare, travel, and meals incidental to the representation. UAC will invoice the County for this fee.

V. SIGNATURE BLOCK

SAN JUAN COUNTY, UTAH

[], County Commission Chair

Date: _____

ATTEST:

[], County Clerk-Auditor

Approved as to Form:

Mitchell Maughan, San Juan County Attorney

UTAH ASSOCIATION OF COUNTIES

Brandy Grace, CEO

Date: _____



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2026

SUBMITTED BY: Lori Maughan, Commission Chair

TITLE: Approval of the 2026 Water and Waste System Agreement for La Sal

RECOMMENDATION: Approval

SUMMARY

San Juan County has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ 35,000 and has duly authorized the undertaking of such project.

FISCAL IMPACT

30,000 Grant \$5,000 County Funds

Water and Waste System Grant Agreement**United States Department of Agriculture****Rural Utilities Service**

THIS AGREEMENT dated 6/2/2026, between

San Juan County

a public corporation organized and operating under

State Of Utah

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ 35,000.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 5,000.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 5,000.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 30,000.00 or 85.71 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 85.71 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated _____, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

N/A

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

N/A

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland ``Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term ``facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 30,000.00 which it will advance to Grantee to meet not to exceed 85.71 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

San Juan County Commissioner _____

attested and its corporate seal affixed by its duly authorized

Secretary/Treasure _____

Attest:

By _____

(Title) _____

By _____

Lori Maughan

(Title) _____

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By _____

(Title)

**SPECIAL USE LEASE AGREEMENT NO. 2089
(Governmental)**

Fund: School

This Special Use Lease Agreement No. 2089 (this “**Lease**”), dated _____, 2026 (the “**Effective Date**”), is between the School and Institutional Trust Lands Administration on behalf of the State of Utah, trustee for the trust land beneficiaries, with an address at 102 South 200 East, Suite 600, Salt Lake City, Utah 84111 (“**SITLA**”), and San Juan County, a body politic of the State of Utah, with an address at P.O. 9, Monticello, Utah 84535 (“**Lessee**”).

RECITALS

- A. SITLA manages lands held by the State of Utah in trust for certain named beneficiaries (“**Trust Lands**”), pursuant to Sections 6, 8, 10, and 12 of the Utah Enabling Act, Article XX, Section 2 of the Utah State Constitution, and Title 53C of the Utah Code.
- B. The Utah State Legislature provides funds to SITLA on a yearly basis (the “**OHV Funds**”) to be used solely for access, mitigation, and management of off-highway vehicles (“**OHV**”) on trust lands.
- C. Lessee has applied for a lease on 35.0 acres of Trust Lands located in San Juan County, Utah (the “**Property**”), as the Property is more specifically described on *Exhibit A* and depicted on *Exhibit B*, to construct, operate, and maintain a parking area for OHV access to adjacent lands.
- D. SITLA has agreed to lease the Property to Lessee on the terms and conditions of this Lease.

AGREEMENT

SITLA and Lessee agree as follows:

1. DEFINITIONS

- 1.1. “**Annual Rent**” is defined in Section 4.1 (*Annual Rent*).
- 1.2. “**Antiquities**” is defined in Utah Code § 76-6-901(1).
- 1.3. “**Applicable Environmental Law**” means: (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j-26, as such Acts have been or are hereafter amended; (b) any so called Superfund or Superlien law; and (c) any other federal, state and local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or any time hereafter in effect.
- 1.4. “**Applicable Law**” means Applicable Environmental Law and any other federal, state, or local statute, regulation, ordinance, rule, order, or judicial decree applicable to this Lease, Property, the Project, Lessee, or Lessee’s activities under this Lease, as now or any time hereafter in effect.

- 1.5. “**CPI Index**” means the Consumer Price Index, published by the U.S. Bureau of Labor Statistics, All Urban Consumers, Western Region Average, All Items (1982-84 = 100), or if the CPI Index is no longer published, a substitute index published by a governmental agency and comparable to the CPI Index.
- 1.6. “**Condemning Authority**” is defined in Section 14.1 (*Eminent Domain; Cancellation*).
- 1.7. “**Critical Paleontological Resources**” is defined in Utah Code § 79-3-102(4).
- 1.8. “**Cultural Resources**” is defined in Utah Administrative Code R850-1-200(8).
- 1.9. “**Cultural Resource Survey**” is defined in Utah Administrative Code R850-1-200(9).
- 1.10. “**Default Rate**” means the lesser of: (a) 1.5% per month; and (b) the maximum rate of interest permissible under Utah law.
- 1.11. “**Effective Date**” is defined in the introductory paragraph.
- 1.12. “**Extended Term**” is defined in Section 3.1 (*Option to Extend Term*).
- 1.13. “**Event of Default**” is defined in Section 12.1 (*Events of Default of Lessee*).
- 1.14. “**Financial Guaranty**” means a surety bond, letter of credit, certificate of deposit, cash deposit, or other financial security, as required in Section 6.5(a) (*Financial Guaranty*).
- 1.15. “**Force Majeure**” is defined in Section 13.8 (*Force Majeure*).
- 1.16. “**Governmental Approvals**” means certificates, permits, zoning changes or variances, easements, rights of way, and other federal, state, or local authorizations that are required by any Governmental Authorities or under any Applicable Law.
- 1.17. “**Governmental Authorities**” means federal, state, or local government, agencies or other authority having jurisdiction over this Lease, the Property, the Project, Lessee, or Lessee’s activities under this Lease.
- 1.18. “**GRAMA**” means the Government Records Access and Management Act, Utah Code Ann. § 63G-2-1 et seq.
- 1.19. “**Groundbreaking**” means the earlier of (a) when earth is moved for the improvement of the Property for the construction of the Project, or (b) when the first Project support structure is installed below grade at the Property. Movement of earth for evaluation of the Property is not Groundbreaking.
- 1.20. “**Hazardous Substance**” means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Utah, or the United States Government, including, without limitation: (i) any substance, chemical or waste that is or may be listed or defined as hazardous, toxic or dangerous under Applicable Environmental Law; (ii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state, or local Governmental Authority pursuant to Applicable Law and which could pose a hazard to the health and safety of occupants or users of the Property or any part of the

Property, any adjoining property or cause damage to the environment; (iii) any petroleum products; (iv) PCB's; (v) leaded paint; and (vi) asbestos.

- 1.21. **“Historic Property”** is defined in Utah Code § 9-8a-302(9).
- 1.22. **“Improvements”** means man-made features, signage, restrooms, pavilions, picnic tables, kiosks, trail maps, parking lots, and other related amenities, facilities or equipment installed or constructed by Lessee or its contractors.
- 1.23. **“Indemnified Parties”** means the State of Utah, its affiliates, agencies, directors, officers, employees, agents, consultants, advisors, and other representatives, and their heirs, executors, successors and assignees. For clarity, Indemnified Parties includes SITLA, its Board of Trustees, beneficiaries, directors, officers, employees, agents, consultants, advisors, and other representatives, and their heirs, executors, successors and assignees.
- 1.24. **“Litigation Expense”** means any reasonable out-of-pocket expense incurred in defending a Third-Party Claim or in any related investigation or negotiation, including court-filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements.
- 1.25. **“Losses”** means any amount suffered as a result of, awarded in, or paid in settlement of, any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding, including any threatened claim or demand, brought by a non-party or any amount suffered by an Indemnified Party.
- 1.26. **“Mineral Estate”** means oil, natural gas, coal, geothermal resources, metalliferous minerals, sand, gravel, and other common varieties, and any other minerals that are on, in, or under the Property.
- 1.27. **“Notice”** is defined in Section 15.1 (*Notices*).
- 1.28. **“Project”** is defined in Section 2.1 (*Grant of Lease*).
- 1.29. **“Reclamation Plan”** is defined in Section 6.2 (*Reclamation and Abatement*).
- 1.30. **“Remains”** is defined in Utah Code § 9-9-402(12).
- 1.31. **“Remedial Work”** means any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required because of the presence of any Hazardous Substance on, in, or under the Property or any release or suspected release or threat of release of any Hazardous Substance in the air, soil, surface water, or ground water.
- 1.32. **“Site”** is defined, with respect to Archaeology in Utah Code § 9-8a-302(16) and Utah Administrative Code R850-1-200(31), and with respect to Paleontological in Utah Code § 79-3-102(14) and Utah Administrative Code R850-1-200(20).
- 1.33. **“Specimen”** is defined, with respect to Archaeology in Utah Code § 9-8a-302(17) and Utah Administrative Code R850-1-200(33), and with respect to Paleontological in Utah Code § 79-3-102(15).

- 1.34. “**Term**” is defined in Section 3.1 (*Lease Term, Extensions, Adjustments*).
- 1.35. “**Third-Party Claim**” means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding, including any threatened claim or demand, brought by or on behalf of a non-party.

2. **LEASE OF PROPERTY**

- 2.1. **Grant of Lease.** SITLA hereby grants Lessee a lease on the Property for the construction, operation, and maintenance of a parking area, installation of a restroom facility, signage and other related amenities, and for patrolling the Property (the “**Project**”). Lessee takes this Lease subject to: (a) current taxes and assessments, reservations in patents and clear lists, all rights-of-way, easements, covenants, conditions, restrictions, obligations, liens, encumbrances, and liabilities of record as of the Effective Date; (b) all matters that an accurate survey or physical inspection of the Property would disclose; and (c) all zoning and building requirements and other governmental laws, rules, and regulations now or hereafter in effect, including without limitation all rules and regulations enacted by SITLA now or in the future with respect to use and management of Trust Lands. SITLA shall reasonably cooperate with and grant additional easements, rights-of-way, and similar rights to Lessee that: (y) are reasonably necessary to effectuate the construction, operation and maintenance of the Project; and (z) comply with SITLA’s applicable rules, regulations, and fee schedules for such easements and rights-of-way.
- 2.2. **Permitted Uses.** Lessee may use the Property for all purposes reasonably necessary and useful for the regulation, management, maintenance, and oversight of the Project, including without limitation, construction and installation of the Improvements. Lessee may not use the Property for any other purposes and may not create a public or private nuisance, on or from the Property. Lessee may not commit any waste of the Property.
- 2.3. **No Warranty of Title.** SITLA hereby disclaims all warranties of title and any representations made by SITLA or its agents, employees, directors, officers or other representatives as to zoning, legal or physical access, suitability of the Property for the Project and Improvements, utilities, soil conditions, floodplains and watercourses, the presence or absence of any Hazardous Substances or hazardous conditions, or other physical or legal attributes of the Property. Lessee is not entitled to any refund of any monies paid to SITLA under this Lease in the event of title failure.
- 2.4. **Lessee’s Inspection of the Property.** Lessee has inspected and investigated the Property to Lessee’s complete satisfaction, observed its physical characteristics and existing conditions, the operations thereon and on adjacent areas, and Lessee hereby waives all objections to, complaints about, or claims regarding the valuation or utility of the Property or its suitability for any purpose whatsoever. Lessee assumes the risk that past, present, and future environmental conditions on the Property and changes in applicable laws and regulations relating to such conditions, may increase the difficulty or cost of, or entirely prevent, Lessee’s development of the Project. Lessee expressly acknowledges that it has not relied on any warranties, promises, understandings or representations, express or implied, oral or written, of SITLA or of any agent of SITLA, relating to the Property, except as specifically set forth in this Lease.
- 2.5. **Reservations to SITLA.** Subject to the rights and privileges granted to Lessee under this Lease, SITLA hereby excepts and reserves from the operation of this Lease the following rights and privileges:

- (a) Rights-of-Way and Easements. SITLA reserves the right, following consultation with Lessee, to establish rights-of-way and easements upon, through, or over the Property, if such grants will not unreasonably interfere with Lessee's use and operations under this Lease, for roads, pipelines, electric transmission lines, transportation and utility corridors, mineral access, and any other purpose deemed reasonably necessary by SITLA.
 - (b) Minerals. SITLA reserves the Mineral Estate and the right to lease the same to third parties, including the right to access and use the surface estate for exploration, development, and extraction of the Mineral Estate on terms and conditions that will not unreasonably interfere with Lessee's use and operations under this Lease.
 - (c) Use and Disposal of Surface. SITLA reserves the right, following consultation with Lessee, to use, lease, sell, or otherwise dispose of all or part of the surface estate for any purpose, if such use or disposal will not unreasonably interfere with Lessee's use and operations under this Lease.
 - (d) Other Rights and Privileges. SITLA reserves all other rights and privileges of any kind or nature, except as granted in this Lease.
- 2.6. SITLA's Access to Property. SITLA and its agents, at all reasonable times, may access all or any portion of the Property to: (a) examine or inspect the condition of the Property; (b) determine if Lessee is in compliance with this Lease; and (c) post any notices that SITLA may desire to protect its rights. In exercising its rights under this Section 2.6, SITLA may not materially or adversely interfere with Lessee's use and enjoyment of the Property and shall comply with Lessee's security and safety rules, regulations and protocols.

3. LEASE TERM

3.1. Lease Term, Extensions, Adjustments.

- (a) Lease Term. This Lease is effective as of the Effective Date and continues for an initial term of 2 years from the Effective Date ("**Term**"), except as otherwise provided in this Lease.
- (b) Options to Extend Term. If (i) this Lease is in good standing, (ii) Lessee is not in default of any provision of the Lease, and (iii) SITLA has determined that there are no other competing offers for a higher and better use of the Property; then Lessee shall have to option to renew the Lease annually up to 30-years total (each, an "**Extended Term**"), except as otherwise provided in this Lease. Lessee shall provide Notice of the election to extend to SITLA at no later than 90 days from the expiration of the Term or each Extended Term. The Notice must include a representation that Lessee has met the requirements of this Section 3.1(b).
- (c) Lease Adjustment.
 - (i) SITLA's Right to Adjust Lease at End of Term. If Lessee elects to extend the Term or Extended as provided in Section 3.1(b) (*Options to Extend Term*), then by giving Notice to Lessee prior to the end of the Term or end of the Extended Term, SITLA may elect to adjust the terms and conditions of the Lease (including without any rents, or other monies due to SITLA under this Lease) to reflect industry-standard terms and the fair market value of the Property. SITLA

will have up to one year after giving Notice that it is exercising its adjustment rights to provide Lessee with a copy of the adjusted terms. If within 30 days after submission of the adjusted lease terms to Lessee, Lessee determines that any or all of the proposed adjusted terms and conditions are unreasonable, then Lessee shall so notify SITLA and the parties, acting reasonably, shall attempt to resolve the objectionable terms or conditions. If the parties are unable to resolve the matter and agree upon the adjusted terms and conditions as submitted by SITLA at the end of the one-year adjustment period, Lessee forfeits any right to the continued extension of this Lease, and Lessee shall promptly initiate all remediation required under this Lease. Nothing in this Lease precludes Lessee from appealing any adjustment by SITLA to its Board of Trustees.

- (ii) Determination of Fair Market Value. In determining the fair market value of the Property, SITLA may consider the appraised value of the Property (if appraisal is requested by either party), comparable lease rates of federal, state, and private leases, or other suitable uses of the Property. If an appraisal is requested, the appraiser must be acceptable to both parties, MAI qualified, and licensed in Utah. If the parties are unable to agree on an appraiser, then each party shall designate one qualified appraiser by providing Notice of such designation to the other party. The two appraisers shall jointly designate a third appraiser, who shall complete an appraisal of the Property. If one of the parties fails to designate an appraiser, the appraiser designated by the other party will be the sole appraiser. The designated appraiser must complete its appraisal and provide a written appraisal report to the parties not later than 30 days following appointment.

- 3.2. Holding Over. If Lessee remains in possession of the Property after termination of this Lease without an extension or a new lease, then this Lease will convert to a month-to-month tenancy, subject to all covenants, terms, provisions, and obligations of this Lease, except for the provisions relating to Annual Rent. During any holdover period, Annual Rent will be two times the amount of Annual Rent due immediately prior to the holdover period. The parties do not intend this Lease to grant Lessee the right to holdover or to limit SITLA's remedies against a holdover Lessee. If Lessee does not surrender the Property at the end of the Term, Lessee shall indemnify SITLA for any loss or liability resulting from delay by Lessee in so surrendering the Property, including without limitation, any claims made by any succeeding lessee based on such delay. This indemnification is in addition to and does not limit the indemnification in Section 11 (*Indemnification and Defense*).

4. CONSIDERATION FOR LEASE

4.1. Annual Rent.

- (a) Annual Rent. The rental is \$1,600 per annum and is due in advance on or before the Effective Date and on or before each subsequent anniversary of the Effective Date, without deduction or offset. To the extent available, SITLA shall use the OHV Funds to pay 87.5% of the Annual Rent. The Lessee is obligated to pay the remaining 12.5% of the Annual Rent. If the OHV Funds are not available for use for any reason, SITLA shall inform Lessee in writing a minimum of ninety (90) days prior to the date when the Annual Rent is due. Lessee shall be responsible for payment of the full amount of Annual Rent in such circumstances. Lessee shall also have the right to terminate this Lease with thirty (30) days prior written notice in such circumstances.

- (b) Annual Rent Adjustment. SITLA may adjust the Annual Rent on or after the second anniversary of the Effective Date and annually thereafter to reflect fair market value of the Property. SITLA, in its reasonable discretion, may use either of the following methods to calculate the adjusted Annual Rent:
- (i) Multiply the Annual Rent by a fraction, the numerator of which is the CPI Index for the most recent month available as of the date of adjustment, and the denominator of which is the CPI Index for the month in which this Lease was signed, or for the month that was the most recent available when the most recent adjustment was made, as applicable.
 - (ii) Fair market value determination based on appraised value of the Property (if appraisal is requested by either party), comparable lease rates of federal, state, and private leases, or other suitable uses of the Property. If either party requests an appraisal, the appraiser must be acceptable to both parties, MAI qualified, and licensed in Utah. If the parties are unable to agree on an appraiser, then each party shall designate one qualified appraiser by providing Notice of such designation to the other party. The two appraisers shall jointly designate a third appraiser, who shall complete an appraisal of the Property. If one of the parties fails to designate an appraiser, the appraiser designated by the other party will be the sole appraiser. If both parties designate appraisers and the two appraisers fail to designate a third appraiser within 20 days following the date on which the last of the two appraisers was designated, then either party may request the presiding judge of the Third Judicial District Court of Utah to make the designation. The designated appraiser must complete its appraisal and provide a written appraisal report to the parties not later than 30 days following appointment.

4.2. Percentage Rents; Reports; Audits.

- (a) Percentage Rent. In addition to Annual Rent paid by Lessee, San Juan County shall pay SITLA 5% of Gross Receipts (“**Percentage Rent**”) generated from special use permits issued by San Juan County for commercial OHV or other uses located in whole or in part on or directly related to the Property. San Juan County shall pay Percentage Rent annually in arrears within 30 days following the end of each calendar year without necessity of invoicing or demand by SITLA.
- (b) Reports; Audits. San Juan County shall include with each Percentage Rent payment a report, in a form acceptable to SITLA, setting forth the basis on which the payment was computed, including the number of special use permits issued, the calculation of the Gross Receipts, and the calculation of the Percentage Rents. SITLA may audit San Juan County’s books and records to verify the accuracy of any Percentage Rent payment. San Juan County shall make all records required for the audit available to SITLA.

- 4.3. Net Lease. This is a net lease and the parties intend, except as specifically provided in this Lease, that Lessee be responsible for all costs and expenses of the ownership, maintenance, repair and operation of the Property incurred or accrued during the Term or Extended Term, including without limitation real estate taxes payable on account of Lessee’s use of the Property. Any present or future law to the contrary notwithstanding, this Lease will not terminate, and Lessee is not entitled to any abatement, reduction, set-off, counterclaim, defense, or deduction with respect to any rent or other sum payable under this Lease by reason of any damage to or destruction of the Property.

- 4.4. Interest and Penalty on Past Due Obligations. Any amount due to SITLA that is not paid when due and within any applicable notice and cure period bears interest at the Default Rate from the due date until paid in full, together with penalties as provided by Utah Administrative Code R850-5-200 or by any replacement rule then in effect.
5. **CONSTRUCTION AND OPERATIONS COVENANTS**
- 5.1. Construction and Maintenance. Lessee shall construct all Improvements on the Property in a good and workmanlike manner and in accordance with Applicable Law.
- 5.2. Development at Lessee's Expense. Lessee bears all expenses in connection with the development, improvement, construction, maintenance, alteration and repair of the Property and Improvements.
- 5.3. Project Development Reports. At SITLA's request, Lessee shall provide annual project development reports to SITLA detailing Lessee's major activities on the development of the Project.
- 5.4. As-Built Drawings. At SITLA's request, Lessee shall provide SITLA with an as-built survey, prepared by a licensed engineer, showing the location of all Improvements. SITLA may require updated as-built drawings in its reasonable discretion.
- 5.5. Maintenance and Care. Lessee shall maintain the Improvements in good condition at its sole cost and expense. Lessee shall hire professional individuals or companies for regular cleaning and care of the restrooms and other facilities.
- 5.6. Noxious Weeds. Lessee shall use commercially reasonable efforts to ensure that all equipment, vehicles, and materials used in the construction and maintenance of the Project are free of noxious seeds and noxious weed seeds prior to entering the Property of other trust lands. Lessee shall monitor the Property for the growth of noxious weeds and take reasonable measures to control noxious weeds from the Property. If Lessee fails to take reasonable measures to control noxious weeds from the Property, as reasonably determined by SITLA, SITLA may take action to control the noxious weeds after 30 days' Notice to Lessee and Lessee shall promptly pay SITLA's reasonably incurred and documented costs to control the noxious weeds from the Property.
- 5.7. Mechanics' Liens.
- (a) Lessee is Not SITLA's Agent. Lessee acknowledges that it is not the agent of SITLA for the construction, alteration or repair of any Improvements, the same being done at the sole direction and expense of Lessee. All contractors, materialmen, mechanics, and laborers are hereby charged with notice that they must look only to Lessee for the payment of any charge for work done or material furnished on the Property. Lessee has no right, authority or power to bind SITLA or any interest of SITLA for the payment of any claim for labor or material, or for any charge or expense, incurred by Lessee as to improvements, alterations, or repairs on or to the Property.
- (b) Covenant against Mechanic's Liens. Lessee may not suffer or permit to be enforced against any or all of the Property, and shall indemnify and hold SITLA and the Property harmless for, from, and against, any mechanic's, material men's, contractor's or subcontractor's liens arising from and any claim for damage growing out of, the work of, any construction, repair, restoration, replacement, or improvement done by or on behalf

of Lessee. Lessee shall pay or cause to be paid all such liens, claims, or demands before any action is brought to enforce the same against the Property. If Lessee in good faith contests the validity of any lien, claim, or demand, then Lessee shall, at its expense, defend itself and SITLA against the same and shall pay and satisfy any adverse judgment that may be rendered. Lessee shall, at the request of SITLA, provide such security and take such steps as may be required by law to release the Property from the effect of such lien.

- 5.8. Survey Monuments. Lessee shall take reasonable precautions to protect, in place, all public land survey monuments and private property corners.
- 5.9. Fencing. Lessee may fence any portion of the Property at its own expense. If Lessee erects any fencing, Lessee shall provide gated access at reasonable locations to SITLA and to any lessees or permittees granted rights or access to or across the Property by SITLA pursuant to Section 2.5 (*Reservations to SITLA*), except for fencing necessary to prevent unauthorized access to the Improvements. Lessee shall take reasonably appropriate steps, including fencing, to secure the Improvements from unauthorized access and prevent loss of wildlife. This Lease does not grant Lessee rights to block access on or through county or other public or private roads without SITLA's prior consent, which consent SITLA may deny in its sole discretion.
- 5.10. Prior Improvements. If existing fences, range improvement projects, or other prior improvements currently exist on the Property by authority of SITLA, Lessee shall allow the owner of such improvements to remove them within 90 days of Notice to Lessee.

6. RECLAMATION

6.1. Reclamation Obligations.

- (a) Reclamation and Abatement. At least 90 days prior to the end of the Term or Extended Term, the parties shall consult regarding reclamation of the Property. Within 30 days of the consultation, SITLA may elect to keep some or all of the Improvements by giving Notice to Lessee of its election. SITLA's failure to give Notice of its election to keep some or all of the Improvements constitutes an election to not keep any Improvements. For all Improvements that SITLA does not elect to keep and for all other surface disturbances, Lessee shall reclaim the Property in accordance with Applicable Law, the Reclamation Plan, and as directed by SITLA, including without limitation removing the non-retained Improvements, recontouring the Property to its approximate original contour, and reseeding the Property, as necessary in the reasonable judgment of SITLA to prevent soil erosion, promote the establishment of suitable vegetation, and control noxious weeds and pests. Lessee shall further abate any hazardous condition on or associated with the Property. Lessee shall commence reclamation within 30 days of receipt of SITLA's election to keep certain Improvements or, if SITLA does not make an election, within 30 days following the 30-day election period. Lessee shall endeavor to reclaim the Property as required in this Section 6.1(a) by the end of the Term or Extended Term. If SITLA elects to retain certain Improvements, then after this Lease terminates, Lessee forever disclaims all right, title, and interest in and to the retained Improvements. If requested by SITLA, Lessee shall convey the Improvements to SITLA by bill of sale.
- (b) No Reclamation Required if Lease Renewed. If Lessee has requested and SITLA has agreed to a renewed lease, then Lessee is not required to begin reclamation of the Property unless and until discussions for renewal have ended. If the discussions end

without the parties entering into a new lease, Lessee will have 90 days from the date the discussions to comply with Section 6.1(a) (*Reclamation and Abatement*). If the parties have not entered into a renewed lease by the end of the Term or Extended Term, SITLA may charge holdover rent pursuant to Section 3.2 (*Holding Over*) for the time required by Lessee to reclaim the Property, if necessary, or negotiate a renewed lease after the end of the Term or Extended Term, unless the delay is caused solely by SITLA.

6.2. Reclamation Plan.

- (a) Delivery of Reclamation Plan to SITLA. Prior to Groundbreaking, Lessee shall deliver for SITLA's approval a plan for reclamation of the Property (the "**Reclamation Plan**"). The Reclamation Plan must include: (1) a general plan to remove all Improvements and reclaim the Property to its approximate original contour; (2) an estimate of time required to complete all reclamation activities; and (3) a reclamation cost estimate. The purpose of the Reclamation Plan is to help Lessee and SITLA plan for reclamation of the property. It is not intended to be an exhaustive list of reclamation activities or to limit Lessee's obligations under Section 6.1(a) (*Reclamation and Abatement*).
- (b) SITLA's Review of Reclamation Plan. SITLA shall review the Reclamation Plan and approve or request reasonable modifications within 30 days of receipt. If Lessee disagrees with the requested modifications, the parties shall attempt to resolve the dispute in good faith for 30 days. If the parties cannot resolve the dispute within 30 days, SITLA may hire an independent third party to conduct a study and prepare a Reclamation Plan for the Project. Lessee shall pay the costs of any such study and Reclamation Plan.
- (c) Update of Reclamation Plan. At the reasonable request of SITLA and five years prior to the end of the Term or Extended Term, Lessee shall update the Reclamation Plan. Lessee shall submit the updated Reclamation Plan for SITLA's approval as outlined in Section 6.2(b) (*SITLA's Review of Reclamation Plan*). If the parties cannot agree on a modified Reclamation Plan, SITLA may hire an independent third party to conduct a study and prepare a Reclamation Plan for the Project. Lessee shall pay the costs of any such study and Reclamation Plan. Lessee may not modify the Reclamation Plan without SITLA's consent, which consent SITLA may not unreasonably withhold. Lessee may update the Reclamation Plan at any time in addition to the times required by this Section.

6.3. SITLA's Right to Reclaim. If reclamation of the Property is not completed by the end of the Term or Extended Term, SITLA may pursue all legal remedies available to it, including seeking specific performance, seizing the Improvements, and/or using the Financial Guaranty to complete reclamation.

6.4. Intermediate Reclamation. On completion of construction of the Project, Lessee shall use reasonable efforts to reclaim disturbed areas not required for continuing operations by leveling, reseeding and other reasonably necessary steps to prevent soil erosion, promote the establishment of suitable vegetation, and control noxious weeds and pests.

6.5. Financial Guaranty.

- (a) Financial Guaranty Required. At SITLA's request, Lessee shall execute and file with SITLA a good and sufficient Financial Guaranty acceptable to SITLA to: (a) guarantee Lessee's performance of all covenants and obligations under this Lease; (b) ensure compensation for damage, if any, to the surface estate and any surface improvements;

and (c) ensure reclamation of the Property, as set forth in the Reclamation Plan. Lessee shall update the Financial Guaranty when it updates the Reclamation Plan and as otherwise required by SITLA in its reasonable discretion. At any time during the Term or Extended Term, SITLA may, in its reasonable discretion, require Lessee to increase the amount of the Financial Guaranty by sending Lessee Notice that the Financial Guaranty is insufficient. Lessee shall execute and file with SITLA a Financial Guaranty in the amount required by SITLA within 60 days of SITLA's Notice of insufficiency.

- (b) Financial Guaranty Requirements. All Financial Guaranties obtained pursuant to Section 6.5(a) (*Financial Guaranty Required*) must meet the following requirements:
- (i) be issued by a company rated "A3" or better by Moody's or A- or better by S&P (or an equivalent rating from another nationally recognized statistical rating organization acceptable to SITLA), responsible and authorized to do business in the State of Utah, and approved by SITLA;
 - (ii) be issued for the benefit of SITLA;
 - (iii) be for an amount required by SITLA or if SITLA has not determined an amount, be for the amount necessary to cover reclamation of the Property and one-year's Annual Rent;
 - (iv) stipulate that SITLA be notified 90 days prior to termination or modification of the Financial Guaranty; and
 - (v) ensure the name of the principal on the Financial Guaranty is the same as the name of Lessee.
- (c) Proof of Coverage; Replacement.
- (i) Proof of Coverage. On reasonable request from SITLA, Lessee shall provide SITLA with evidence that the Financial Guaranty is in good standing.
 - (ii) Replacement. If the issuer terminates the Financial Guaranty, Lessee shall replace the Financial Guaranty with an equivalent Financial Guaranty within 60 days after receipt of notice of termination. If Lessee fails to provide SITLA with an equivalent Financial Guaranty within the 60-day period, such failure is deemed a material breach of this Lease and SITLA may demand payment of the Financial Guaranty by the issuer. SITLA shall manage the monies received pursuant to this Section 6.5(c) as a cash bond and shall return any amounts not used by SITLA on full satisfaction of Lessee's obligations under this Lease.

7. REGULATORY COMPLIANCE

- 7.1. Observance of Governmental Regulations. In Lessee's use and occupancy of the Property and the performance by Lessee of its rights and obligations under this Lease, Lessee shall comply with all Applicable Law and obtain all necessary Governmental Approvals. Lessee shall pay all costs, expenses, liabilities, losses, fines, penalties, claims and demands including, without limitation, reasonable attorney's fees that may in any way arise out of or be imposed because of the failure of Lessee to comply with any Applicable Law or Governmental Approvals. Lessee shall provide

- SITLA with copies of all Governmental Permits it obtains with respect to the Project and the Property.
- 7.2. Right of Contest. Lessee may contest the validity or applicability of any laws, orders, rules, regulations, directives, ordinances and requirements. During such contest, Lessee may refrain from complying with the contested law if: (a) SITLA is not or could not be subjected to criminal prosecution as a result of Lessee's non-compliance; (b) SITLA's title to the Property is not subject to lien or forfeiture as a result of Lessee's non-compliance; and (c) neither the Property nor any rights or interest of SITLA are otherwise prejudiced or jeopardized by Lessee's non-compliance.
- 7.3. SITLA Statute and Regulations. This Lease is issued pursuant to, and is subject to, the provisions of Title 53C, Utah Code Annotated, 1953, as amended, and all current and future rules and regulations adopted by SITLA and its successor agencies. Lessee shall comply with all such statutes and rules as they exist on the Effective Date and as they may be amended or replaced in the future.
- 7.4. Restrictions on Hazardous Substances.
- (a) Hazardous Substances on the Property. Lessee may not cause or permit any Hazardous Substance to be brought, kept, or used in or about the Property by Lessee except in commercial quantities not in violation of Applicable Law and similar to those quantities usually kept on similar property by others in the same business or profession. Lessee shall store, use, and dispose of such materials in compliance with all Applicable Law.
- (b) Remedial Work. If the presence of any Hazardous Substance on, in or under the Property caused or permitted by Lessee results in any contamination of the Property in violation of Applicable Law, Lessee shall promptly complete all Remedial Work that is necessary to return the affected area to the condition existing prior to the introduction of any such Hazardous Substance. Lessee shall obtain all necessary licenses, manifests, permits and approvals to perform the Remedial Work. Lessee shall promptly perform all Remedial Work and the disposal of all waste generated by the Remedial Work in accordance with Applicable Law.
- (c) Notice to SITLA of Release. Lessee shall immediately notify SITLA of: (i) all spills or releases of any Hazardous Substance affecting the Property in violation of Applicable Law; (ii) all failures to comply with Applicable Law; (iii) all inspections of the Property by, or any correspondence, orders, citations, or notifications from any Governmental Authorities; (iv) all regulatory orders or fines or all Remedial Work or other response or interim cleanup actions taken by or proposed to be taken by any Governmental Authorities or third parties concerning the Property; and
- (d) Copies to SITLA. On request, Lessee shall provide SITLA copies of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation or generation of Hazardous Substances related to the Property.
- 7.5. Endangered Species; Migratory Birds. In its use of the Property, Lessee shall take all actions reasonably necessary for the protection of endangered, threatened, and sensitive species, as the same may be defined by federal or state law; migratory birds as defined by the Migratory Bird

Treaty Act, 16 U.S.C. § 703 et seq; and eagles as defined in the Bald and Golden Eagle Protection Act, 16 U.S.C. § 668a et seq.

7.6. Cultural, Archeological, Paleontological, and Antiquities Resources.

- (a) Archaeological Monitor. Lessee shall, at its own cost and expense have an archaeological monitor during ground disturbing activities. Should archaeological materials be uncovered, work in the area is required to cease and the SITLA archaeologist notified.
- (b) SITLA's Consent to Activities. Lessee shall provide all Cultural Resource compliance materials to SITLA prior to commencing the surface-disturbing activity. SITLA will review all such materials and may withhold or condition its consent to surface-disturbing activities if such activities would result in impacts to Cultural Resources.
- (c) Discovery of Site. On discovery of a Site, Historic Property, Remains, Antiquities, or Critical Paleontological Resource, Lessee shall immediately cease all activities until such time as the discovery has been evaluated and treated to SITLA's satisfaction.
- (d) Property of State. All Specimens are and will remain the property of the State of Utah.

7.7. Wildfire. Lessee shall take reasonable precautions to prevent wildfires from starting or spreading on the Property and shall comply with Applicable Laws with respect to fire prevention and control. If Lessee or its employees, contractors, or licensees cause a wildfire that necessitates suppression action, Lessee shall reimburse the State of Utah and local fire authorities for the costs of any necessary fire suppression activities incurred as a result of the wildfire.

7.8. Fill Materials and Waste. Lessee may not allow any deposit of ballast, refuse, garbage, waste matter, chemical, biological or other wastes, hydrocarbons, any other pollutants, or other matter within or on the Property, except as approved in writing by SITLA. If Lessee fails to remove all non-approved fill material, wastes or materials described above from the Property, SITLA may at its option remove such materials and charge Lessee for the cost of removal and disposal.

8. **ASSIGNMENT AND SUBLETTING**

8.1. Prohibition against Assignment and Subleases. Lessee may not assign or sublease all or part of this Lease without SITLA's prior consent, which consent SITLA may not unreasonably withhold. Any attempted assignment or sublease without SITLA's consent will constitute a default and render this Lease voidable by SITLA. On request of SITLA, Lessee shall provide SITLA with documents necessary for SITLA to evaluate the assignment.

8.2. Conditions of Assignment. SITLA may condition consent to an assignment or sublease on assignee or sublessee executing an updated lease and agreeing to reasonable amendments to the Lease terms, including without limitation, changes to the legal and financial terms of the Lease to ensure that SITLA receives fair market value for the Property and that the terms comply with SITLA's then-current lease template and agency best practices.

8.3. Assignments and Subleases Subject to this Lease. Lessee shall require any approved assignee or sublessee of this Lease, whether in whole or part, to execute a written agreement assuming all of Lessee's obligations under this Lease. The assumption agreement must name SITLA as a third-party beneficiary with all rights to enforce the assumption agreement against Lessee and assignee or sublessee. Failure to include these requirements in an assumption agreement renders the

assignment or sublease void. At SITLA's request, Lessee shall provide SITLA copies of all documents related to the assignment, assumption, and/or sublease of this Lease.

- 8.4. No Release. An assignment or sublease does not release Lessee from any of Lessee's liabilities or obligations under this Lease arising prior to the assignment or sublease.
- 8.5. No Waiver of Future Right to Approve. Consent of SITLA to an assignment or sublease does not constitute a waiver of SITLA's right to approve subsequent assignments or subleases. The acceptance by SITLA of payment or performance following an assignment or sublease does not constitute consent to any assignment or sublease. SITLA's consent is only effective if it is in writing and signed by SITLA.

9. WATER RIGHTS

- 9.1. Water Rights in Name of SITLA. If Lessee applies for a new appropriation of water from a point of diversion located on the Property for use on the Property, Lessee shall apply for such rights in SITLA's name and the right will be considered an appurtenance to the Property. Lessee may use the water right at no cost during the Term or Extended Term. Upon termination of this Lease, Lessee shall make all necessary filings to confirm SITLA's ownership of the water rights.
- 9.2. Option to Purchase. Lessee hereby grants SITLA an option, exercisable on termination of this Lease, to acquire any water rights that Lessee purchases or acquires for use on the Property (other than for short term uses related to construction). At termination of this Lease, Lessee shall send Notice to SITLA of all water rights purchased or acquired by Lessee for operations on the Property and its estimate of the fair market value of those water rights. SITLA may exercise its option to acquire the water rights by giving Lessee Notice of its election within 30 days after it receives the Notice describing the water rights. If SITLA disagrees with Lessee's fair market value estimate, SITLA shall notify Lessee of its disagreement within the same 30-day notice period. The parties shall then select a mutually agreeable appraiser for the water rights; the appraisal will be final and not subject to review or appeal. If the parties cannot agree on the choice of an appraiser, either party may seek a fair market value determination from the Third District Judicial Court of Utah. The parties shall consummate the transfer of the water rights to SITLA within 30 days of SITLA's Notice of exercise or within 30 days after the appraisal or a court's determination of fair market value. Lessee shall transfer the water rights by a water rights deed. SITLA is not obligated to exercise the option to purchase water rights if SITLA determines in its sole discretion that the price of the water rights is too high.
- 9.3. Proration in the Event of Unitization. If Lessee files to appropriate or acquires water rights as part of a unit, cooperative, or other plan of development, Lessee's obligation to initiate water filings in SITLA's name and its grant of the option to acquire to SITLA will be limited to a pro rata portion of such rights proportionate to SITLA's ownership of lands within the approved unit area or the area of such other cooperative development arrangement.

10. INSURANCE

- 10.1. Liability Insurance. Lessee, at its sole cost and expense, shall maintain in force an insurance policy or policies that name SITLA and Lessee as insureds against all liability resulting from property damage, injury or death occurring to persons in or about the Property, with limits for each occurrence of not less than \$3,000,000, combined single limit, with respect to personal injury, death, and property damage. Lessee shall maintain a current, authenticated certificate of insurance on file with SITLA.

- 10.2. Other Insurance. Lessee, at its sole cost and expense, shall maintain and keep in force:
- (a) workmen's compensation insurance on its employees, if any, required under the applicable workmen's compensation laws of the State of Utah; and
 - (b) such other and additional insurance policies as a prudent lessee in the position of Lessee would maintain consistent with industry standards for Lessee's business, or as required by law.
- 10.3. Policy Requirements. All insurance policies held by Lessee must:
- (a) be issued by a company rated "A" or better by the then most current edition of Best's Insurance Guide (or if such guide is no longer published, then having a comparable rating as specified by SITLA), responsible and authorized to do business in the State of Utah, and approved by SITLA;
 - (b) waive the insurance company's rights of subrogation against the State of Utah;
 - (c) name the State of Utah as an additional insured, as evidenced by an endorsement;
 - (d) provide for specific coverage of Lessee's assumed obligation to indemnify the State of Utah; and
 - (e) ensure the name of the insured on the insurance policy is the same as the name of Lessee.
- 10.4. Changes to Insurance. Lessee shall notify SITLA at least 30 days prior to the termination or modification of any insurance policies.

11. INDEMNIFICATION AND DEFENSE

- 11.1. Indemnification. The Indemnified Parties have no responsibility for and Lessee shall indemnify the Indemnified Parties from and against all Losses arising out of:
- (a) Lessee's acts or omissions resulting in death, bodily injury, or damage to real property;
 - (b) Lessee's breach of the representations and warranties or other covenants set forth in this Lease;
 - (c) the condition of the Property, excluding any condition existing prior to the Effective Date;
 - (d) Lessee's use of the Property; and
 - (e) any use, generation, storage, disposal, release or threatened release of Hazardous Substances by Lessee into the air, soil, surface water or ground water on the Property or other property in connection with Lessee's operations under this Lease during the Term or Extended Term of this Lease, including without limitation: (i) all foreseeable and unforeseeable consequential damages; and (ii) the cost of any investigation, repair, cleanup, remediation or detoxification of the Property and other affected property and the preparations of any corrective action, closure or other required plans or reports.

- 11.2. Limit to Lessee's Indemnification Obligations. Lessee is not responsible to indemnify an Indemnified Party to the extent that the Indemnified Party caused the Losses.
- 11.3. Defense.
- (a) Lessee to Defend. Lessee shall defend an Indemnified Party against any Third-Party Claim arising out of or related to the indemnification obligations set forth in Section 11.1 (*Indemnification*). To be entitled to defense from Lessee, an Indemnified Party must notify Lessee within a reasonable time of a Third-Party Claim and deliver to Lessee a copy of all documents and information related to the Third-Party Claim. The Indemnified Parties' failure to notify Lessee of a Third-Party Claim within a reasonable time does not relieve Lessee of its defense obligations unless Lessee is materially prejudiced by the Indemnified Party's failure to give reasonable notice.
 - (b) Independent Counsel. On Notice of a Third-Party Claim from an Indemnified Party, Lessee shall promptly retain independent legal counsel that is reasonably acceptable to the Indemnified Party requesting defense.
 - (c) Indemnified Party's Participation in Defense. An Indemnified Party is entitled to participate in the defense of a Third-Party Claim with counsel of its own choosing and without Lessee's participation if: (i) Lessee notifies the Indemnified Party that it does not wish to defend the Third-Party Claim or does not promptly retain independent counsel on Notice of a Third-Party Claim; or (ii) an Indemnified Party determines, in the opinion of the Indemnified Party's counsel, that it is in the best interest of the Indemnified Party to have independent counsel.
 - (d) Litigation Expenses. Lessee shall pay any Litigation Expenses that an Indemnified Party incurs in connection with defense of a Third-Party Claim: (i) before Lessee assumes the defense of that Third-Party Claim, except with respect to any period during which the Indemnified Party fails to timely notify Lessee of that Third-Party Claim; or (ii) if Lessee does not defend the Third-Party Claim. Lessee is not liable for any Litigation Expenses that an Indemnified Party incurs in connection with defense of a Third-Party Claim after Lessee assumes the defense of that Third-Party Claim. Lessee shall promptly pay all Litigation Expenses as they are incurred.
 - (e) Settlement. After Lessee assumes the defense of a Third-Party Claim, Lessee may contest, pay, or settle the Third-Party Claim without the consent of the Indemnified Party only if that settlement: (i) does not entail any admission on the part of the Indemnified Party that it violated any law or infringed the rights of any person; (ii) has no effect on any other claim against the Indemnified Party; (iii) provides as the claimant's sole relief monetary damages that are paid in full by Lessee; and (iv) requires that the claimant release the Indemnified Party from all liability alleged in the Third-Party Claim.

12. DEFAULT

- 12.1. Events of Default of Lessee. Any of the following occurrences or acts constitute an "**Event of Default**" under this Lease:
- (a) Lessee fails to pay any its portion of the Annual Rent, or the entire Annual Rent if there are insufficient OHV Funds, or any other monies due to SITLA within 30 days of the due date;

- (b) Lessee fails to maintain insurance as required under Section 10 (*Insurance*) or to provide evidence of insurance coverage within 30 days of SITLA's request;
- (c) Lessee fails to maintain an adequate Financial Guaranty as required under Section 6.5 (*Financial Guaranty*) or provide evidence of such Financial Guaranty within 30 days of SITLA's request;
- (d) Lessee fails to commence reclamation of the Property as required in Section 6.1(a) (*Reclamation and Abatement*);
- (e) Lessee fails to observe or perform any other material provision of this Lease if such failure continues for 30 days after SITLA provides Lessee with Notice of default, or if the cure requires a period longer than 30 days to complete, if Lessee fails to commence to effect the cure within such 30-day period and diligently pursue such cure thereafter;
- (f) (i) Lessee files a petition for bankruptcy, reorganization, or an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law, (ii) a creditor files any such petition against Lessee, (iii) Lessee makes an assignment for the benefit of creditors, (iv) Lessee admits in writing to its inability to pay its debts generally as they become due, (v) a petition or answer proposing the adjudication of Lessee as bankrupt or its reorganization pursuant to any federal or state bankruptcy law or any similar federal or state law is filed in any court and Lessee consents to or acquiesces in the filing thereof or such petition or answer is not discharged or denied within 60 days after the occurrence of any of the foregoing;
- (g) a receiver, trustee or liquidator of Lessee or of all or substantially all of the assets of Lessee or of Lessee's leasehold interest in the Property is appointed in any proceeding brought by Lessee, or if any such receiver, trustee or liquidator is appointed in any proceeding brought against Lessee and is not discharged within 60 days after the occurrence thereof, or if Lessee consents to or acquiesces in such appointment; or
- (h) following the Groundbreaking, Lessee ceases construction or operations prior to completion for a period of 90 consecutive days or a total of 180 days within a 365-day period.

12.2. Remedies. On occurrence of an Event of Default, SITLA has the following rights and remedies:

- (a) Right to Terminate. SITLA may terminate this Lease on Notice to Lessee. If SITLA terminates pursuant to this Section, it may require Lessee to conduct all reclamation required under Section 6.1 (*Reclamation Obligations*) or SITLA may undertake the reclamation obligations, use the Financial Guaranty to cover the reclamation expenses, and charge Lessee for costs and expenses incurred by SITLA and not otherwise covered by the Financial Guaranty.
- (b) Performance by SITLA. SITLA may, in its discretion, perform any necessary actions required to cure an Event of Default and charge Lessee its incurred costs and expenses (including an administration fee equal to 5% of such costs and expenses).
- (c) Right to Re-enter. If SITLA terminates this Lease pursuant to Section 12.2(a) (*Right to Terminate*), SITLA may immediately re-enter and repossess the Property by summary proceedings, ejectment, or any other legal action or in any lawful manner SITLA

determines necessary or desirable and remove all persons, Improvements, and other personal property from the Property.

- (d) Remedies Not Exclusive. The rights and remedies provided in this Section 12.2 (*Remedies*) or otherwise in this Lease are not exclusive of any other rights or remedies, and each and every right and remedy is cumulative and in addition to any other right or remedy given under this Lease, or now or hereafter existing by law, in equity or by statute.
- 12.3. Damages. If SITLA exercises the remedies available to it pursuant to Section 12.2 (*Remedies*), Lessee shall pay SITLA:
- (a) All Annual Rent and other monies due under this Lease up to the date of termination; and
- (b) All SITLA's costs incurred to exercise the remedies available to it under Section 12.2 (*Remedies*).
- (c) Lessee shall pay the damages due under this Section 12.3 (*Damages*) within five days of receipt of the statement. The costs and expenses incurred by SITLA pursuant to this Section 12.3 (*Damages*) will bear interest at the Default Rate from the date they are incurred until paid in full.
- 12.4. SITLA Breach. If SITLA breaches any of its material obligations in this Lease, Lessee shall send SITLA Notice of the default. If SITLA fails to cure the default within 30 days of Lessee's Notice, or if the cure requires a period longer than 30 days to complete and SITLA fails to commence to effect the cure within such 30-day period or diligently pursue such cure thereafter, Lessee may pursue all available remedies.
13. **TERMINATION**
- 13.1. SITLA's Right to Terminate. SITLA may terminate this Lease (subject to Lessee's right to cure), pursuant to Section 12.2(a) (*Right to Terminate*) by giving Notice of termination to Lessee.
- 13.2. Lessee's Right to Terminate. Lessee may terminate this Lease at any time by giving SITLA one years' prior Notice of termination.
- 13.3. No Duty to Mitigate. SITLA has no duty to mitigate its damages on early termination of this Lease by marketing the Property or finding another tenant. Lessee acknowledges that in lieu of SITLA's duty to mitigate, Lessee has the right to terminate this Lease for any reason pursuant to Section 13.2 (*Lessee's Right to Terminate*) and waives all rights that it may have under Utah law to require SITLA to mitigate its damages.
- 13.4. Effect of Termination Notice. If either party gives the other party a termination Notice, then such Notice triggers Lessee's obligations to reclaim the Property pursuant to Section 6.1 (*Reclamation Obligations*).
- 13.5. Lessee's Obligations on Termination. On termination of this Lease, Lessee has the following obligations:
- (a) if termination occurs on an Event of Default, comply with paragraph 12.3 (*Damages*);

- (b) within 30 days of termination for reasons other than an Event of Default, pay SITLA all Annual Rent and other monies that may be due under this Lease up to the date of expiration or termination;
 - (c) on termination of this Lease for any reason, Lessee shall immediately surrender peaceable possession of the Property in a good, clean, and usable condition; and
 - (d) within 30 days of termination for any reason or within five days after demand, Lessee shall execute, acknowledge and deliver to SITLA a quitclaim deed from Lessee to SITLA, or other document deemed necessary or desirable by SITLA to remove the cloud of this Lease from title to the Property.
- 13.6. Effect of Termination. On termination of this Lease, Lessee will have no more rights under this Lease. Lessee will remain liable for all outstanding obligations and liabilities until such obligations and liabilities are complete.
- 13.7. Waste Certification. Lessee shall provide upon any transfer of operation, assignment of rights, permanent cessation of operations, or lease termination, certification to SITLA that, based upon a complete search of all the Lessee's records for this Lease, and upon its knowledge of past operations, there have been no reportable quantities of hazardous substances as defined in 40 Code of Federal Regulations § 302.4, or used oil as defined in Utah Administrative Code R315-15, discharged (as defined at 33 U.S.C. §1321(a)(2)), deposited or released within the Property, either on the surface or underground, and that all remedial actions necessary have been taken to protect human health and the environment with respect to such substances. Lessee shall additionally provide to SITLA a complete list of all hazardous substances, hazardous materials, and their respective Chemical Abstracts Service Registry Numbers, used or stored on, or delivered to, the Property. Such disclosure will be in addition to any other disclosure required by law or agreement.
- 13.8. Force Majeure. The term "**Force Majeure**" means causes or events such as an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, terrorism, sabotage, or other similar cause or event not within such party's reasonable control, but not including generalized economic conditions, recession, or depression. If either party, without fault or negligence by such party, is unable due to an event of Force Majeure, to perform any obligation under this Lease, other than Lessee's obligation to pay Annual Rent or other monies due under this Lease, including late fees, then such party shall promptly give Notice to the other party of the Force Majeure event. The Notice of Force Majeure must set forth the nature and circumstances of the Force Majeure, the expected effect of the Force Majeure on the party's performance under the Lease, and the expected date the party will resume performance. As of the date of the event of Force Majeure, the party asserting Force Majeure is excused from performing any obligation that the party is unable to perform due to the Force Majeure event for as long as the event of Force Majeure continues, and such party is relieved of liability for its failure to perform the excused obligations during the Force Majeure period. The party asserting an inability to perform shall use best efforts to correct such inability and to resume promptly its performance as required under this Lease. The party asserting Force Majeure shall send the other party Notice when the event of Force Majeure has ended.
14. CONDEMNATION
- 14.1. Eminent Domain; Cancellation. If the Property is taken in whole by any entity with the power of eminent domain, excluding SITLA, (a "**Condemning Authority**") or if the Property is conveyed

to a Condemning Authority by a negotiated sale in lieu of condemnation, Lessee may terminate this Lease by giving SITLA Notice of termination. If Lessee terminates this Lease pursuant to this Section 14.1, SITLA shall refund to Lessee, on a pro rata basis, any Annual Rent prepaid beyond the date of termination.

14.2. Partial Taking.

- (a) If part of the Property or Improvements are taken by or conveyed to a Condemning Authority and the partial taking or conveyance does not substantially interfere with Lessee's use of the Property, this Lease does not terminate and SITLA shall adjust rents and other monies owed, as appropriate, to reflect the remaining leased portion of the Property.
- (b) If part of the Property or Improvements are taken by or conveyed to a Condemning Authority and the partial taking or conveyance substantially interferes with Lessee's use of the Property, Lessee may terminate this Lease as of the date of condemnation or sale by giving SITLA Notice of termination. If Lessee terminates this Lease pursuant to this Section 14.2(b), SITLA shall refund to Lessee, on a pro rata basis, any rent prepaid beyond the date of termination.

14.3. Basis of Awards. Lessee hereby disclaims and waives all interest it may have in any award by the Condemning Authority for condemnation or conveyance of all or part of the Property. Lessee may seek recovery from the Condemning Authority for condemnation by or conveyance to the Condemning Authority of its leasehold interest and all Improvements located on the Property.

15. GENERAL PROVISIONS

15.1. Recording. Lessee may record a memorandum of lease in the form of Exhibit C.

15.2. Notices. The parties shall send all notices, communications, and payments ("Notices") in writing and addressed as follows:

If to SITLA:

School and Institutional Trust Lands Administration
Attn: Managing Director, Surface
102 South 200 East, Suite 600
Salt Lake City UT 84111

If to Lessee:

San Juan County
P.O. Box 9
Monticello, Utah 84535

The parties shall give all Notices by (a) personal delivery, (b) deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or (c) overnight express delivery service, addressed or transmitted to SITLA and Lessee at the above addresses, or to such other addresses as either party may designate to the other in a writing delivered in accordance with the provisions of this Section. All notices will be deemed delivered and effective on the date the notice is actually received, if notice is given by personal delivery or overnight express delivery service, or on the third day after mailing if notice is sent through the United States mail.

- 15.3. Lessee Liable for Actions of Representatives. Whenever this Lease imposes obligations or liabilities on Lessee, those obligations and liabilities apply to actions or inactions of Lessee's officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, and concessionaires. Lessee hereby assumes all liability arising from the actions or inactions of Lessee's officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, and concessionaires on the Property or pursuant to this Lease.
- 15.4. Survival. The following Sections survive termination of this Lease: Sections 3.2 (*Holding Over*), 6.1 (*Reclamation Obligations*), 9 (*Water Rights*), 10 (*Insurance*), 11 (*Indemnification and Defense*), 12.2 (*Remedies*), 12.3 (*Damages*), 15.1 (*Notices*), 15.10 (*Governing Law*).
- 15.5. Waiver of Breach. A party's waiver of a breach of any provisions of this Lease does not constitute a waiver of any preceding or succeeding breach of the same or any other provision of this Lease. SITLA's acceptance of any money from Lessee during any period of time in which Lessee is in default in any respect other than payment of such money, does not constitute a waiver of such default.
- 15.6. No Third-Party Beneficiary. There are no third-party beneficiaries to this Lease.
- 15.7. Severability. If a court of competent jurisdiction finds any provision of this Lease invalid, such determination will not affect the validity of any other provision of this Lease.
- 15.8. Construction. The titles following the number of each Section are used for convenience only and do not affect the interpretation or construction of such provisions. The parties acknowledge that each party and its counsel have reviewed and revised this Lease. This Lease must not be construed for or against SITLA or Lessee.
- 15.9. Successors. Subject to the restrictions in Section 8 (*Assignment and Subletting*), this Lease constitutes a covenant running with the land and is binding on and inures to the benefit of the successors and assigns of SITLA and Lessee.
- 15.10. Governing Law; Venue. This Lease is governed by the laws of the State of Utah without regard to its choice or conflicts of laws principles that may refer the interpretation of this Lease to the laws of another jurisdiction. SITLA and Lessee agree that all disputes arising out of this Lease may only be litigated in the Third Judicial District Court for Salt Lake County, Utah, and Lessee hereby consents to the jurisdiction of such court. Lessee may not bring any action against SITLA without exhaustion of available administrative remedies and compliance with applicable requirements of the Utah Governmental Immunity Act. SITLA does not waive, limit, or modify any sovereign immunity from suit except as specifically provided in this Lease.
- 15.11. Broker's Commission. Lessee and SITLA represent and warrant to each other that there are no claims for brokerage commissions or finder's fees in connection with this Lease and each agrees to indemnify the other for, from and against all liabilities arising from any claims, including any attorney's fees connected therewith, relating to claims arising out of the other's actions.
- 15.12. Time is of the Essence. Time is of the essence of this Lease and in the performance of the covenants and conditions.

- 15.13. Relationship of the Parties. The relationship of the parties is that of lessor and lessee, and SITLA is not in any way, or for any purpose, a partner or joint venturer of Lessee in the conduct of Lessee's business and neither party owe fiduciary duties to the other.
- 15.14. Time Periods. If the time for the performance of any obligation or the taking of any action under this Lease expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day that is not a Saturday, Sunday or legal holiday.
- 15.15. Tax and Zoning Immunity. SITLA does not intend by any provision of this Lease to waive any applicable laws providing tax and zoning immunity to state property or any interest therein or income therefrom.
- 15.16. Entire Agreement. This Lease sets forth all the promises, inducements, agreements, conditions, and understandings between SITLA and Lessee relative to the Property, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them other than are set forth therein. No subsequent alteration, amendment, change, or addition to this Lease are binding upon SITLA or Lessee unless in writing and signed by each of them.
- 15.17. Counterparts and Electronic Signatures. The parties may execute this Lease in counterparts, each of which when taken together will be deemed one and the same document. The parties may execute this Lease by exchange of electronic signatures and such electronic signatures are enforceable against the signing party. The parties agree that an electronic version of this Lease, as amended, has the same legal effect and/or enforceability as a paper version as per Utah Code Ann. § 46-4-201.

[Signature pages follow]

The parties execute this Lease on the Effective Date.

**STATE OF UTAH, SCHOOL AND
INSTITUTIONAL TRUST LANDS
ADMINISTRATION**

(signature)

Name: _____

Title: _____

Approved as to form:

By: _____
Special Assistant Attorney General

San Juan County

(signature)

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

The Property is located in San Jaun County, Utah and is described as follows:

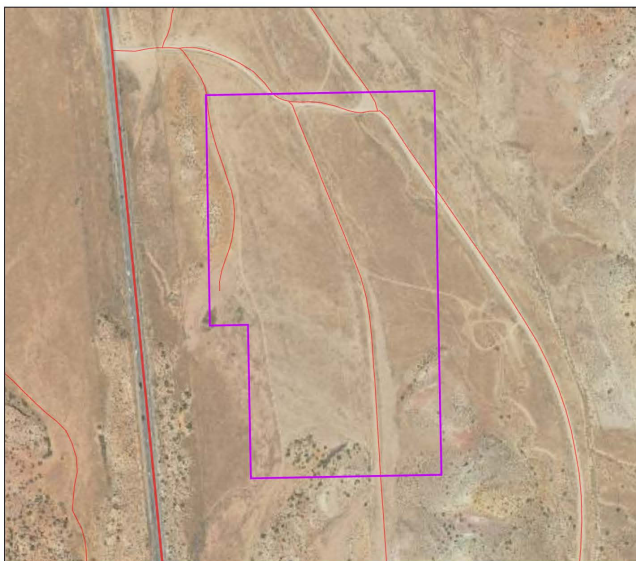
Township 27 South, Range 23 East, SL B&M

Section 19: SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ~22.5 AC

Section 30: NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ ~12.5 AC

Containing 35.00 Acres more or less

EXHIBIT B MAP OF THE PROPERTY



Special Use Lease Agreement No. 2089
Mud Springs Parking Area

35 Acres San Juan County

- Special Use Lease Agreement

Land Ownership & Administration

- Bureau of Land Management
- National Forest
- Private
- State Trust Lands

TRUST LANDS ADMINISTRATION

Data represented on this map is for REFERENCE USE ONLY and is not suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The Trust Lands Administration provides this data in good faith and shall in no event be liable for any incorrect results, or any special, indirect or consequential damages to any party, arising out of or in connection with the use or the inability to use the data hereon. Land parcels, lease boundaries and associated Trust Lands Administration data layers may have been adjusted to allow for visual "best fit". The Surface Ownership Land Status data (if present) are maintained by the Trust Lands Administration to reflect current trust lands status and surface ownership. Lakes, rivers, streams, highways, roads, county and state boundaries are distributed by the Utah Geospatial Resource Center and/or other sources as specified. Contour lines (if present) were generated from USGS 10 meter DEM. Please Note: While the Trust Lands Administration seeks to verify data for accuracy and content, discrepancies may exist within the data. Acquiring the most updated Trust Lands Administration ownership GIS data may require contacting the GIS staff directly 801-538-5100 or TLA-GIS@utah.gov. The Trust Lands Administration GIS department welcomes your comments and concerns regarding the data and will attempt to resolve issues as they are brought to our attention. Produced: December 19, 2025 - cchlx2

Document Path: V:\GIS\GIS_Group\Colby\Map_Templates\Templates_Bot1.aprx

EXHIBIT C
FORM OF MEMORANDUM OF LEASE

This Memorandum of Lease (this “**MOL**”) is between the State of Utah, through the School and Institutional Trust Lands Administration (“**SITLA**”), with an address at 102 South 200 East, Suite 600, Salt Lake City, Utah 84111, and [San Juan County, a body politic of the State of Utah, (“**Lessee**”), with an address at P.O.Box 9, Monticello, Utah 84535.

SITLA and Lessee are parties to that certain Special Use Lease Agreement NO. 2089, effective as of the Effective Date, (the “**Lease**”), applicable to real property located in San Juan County, Utah (the “**Property**”), which Property is described on *Exhibit A*.

1. Pursuant to the Lease:
 - a. SITLA has granted Lessee a lease on the Property for [description of project] (the “**Project**”). Lessee may use the Property for all purposes reasonable and necessary for the Project, as more fully set forth in the Lease.
 - b. The term of the Lease is two (2) years from the effective date of the Lease.
 - c. SITLA has the option to purchase any water rights acquired for use on the Property.
 - d. Lessee may not assign the Lease without the prior written consent of SITLA, which consent SITLA may not unreasonably withhold, subject to certain exceptions.
2. The terms and conditions of the Lease are hereby incorporated in this MOL. If there are any inconsistencies between the Lease and this MOL, the terms of the Lease control.
3. The parties may execute this MOL in counterparts, each of which when taken together will be deemed one and the same document. The parties may execute this MOL by exchange of electronic signatures and such electronic signatures are enforceable against the signing party. The parties agree that an electronic version of this MOL has the same legal effect and/or enforceability as a paper version as per Utah Code § 46-4-201.

[signature pages and exhibits intentionally omitted from this exhibit]