



State of Utah

SPENCER J. COX
Governor

DEIDRE HENDERSON
Lieutenant Governor

Department of Environmental Quality

Kimberly D. Shelley
Executive Director

Ty L. Howard
Deputy Director

June 25, 2024

Grant Sunada, Health Officer
San Juan County Health Department
735 South 200 West Suite 2
Blanding, UT 84511

Dear Mr. Sunada:

I am pleased to present the one-year contract and work plan for the FY25 Minimum Performance (Core) funding for the San Juan County Health Department. The total funding allotment is \$62,246.

The funding will take effect on July 1, 2024. Quarterly payments will be made during the second month of each quarter. The final payment will be sent once the Department of Environmental Quality (DEQ) receives and reviews the annual report, which is due on August 15, 2025.

Please review the attached documents. If you agree to the terms and conditions, kindly sign and submit the contract using Adobe E-sign. The documents will automatically be sent to Sarah Ward, and a copy will be forwarded to you.

Should you have any questions or concerns, please do not hesitate to contact Sarah at sarahward@utah.gov or 385.332.9574.

Thank you for your ongoing partnership and dedication to the health and well-being of our community.
Sincerely,

Kimberly D Shelley
Executive Director

Enclosures (4):

1. San Juan County MPS Contract FY2025
2. Attachment A Terms Gov Service
3. Attachment B San Juan County MPS (Core) Workplan FY2025
4. FY25 LHD MPS Annual Report

CC: via Email w/Enclosures

Dennis Shumway, Environmental Director, San Juan County Utah Health Department
Mack McDonald, Chief Administrative Officer, San Juan County Utah Health Department
Bruce Adams, San Juan County Commissioner Chair



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department Name: Environmental Quality Agency Code: 480 Division Name: NA, referred to as
the State Entity, and the following Contractor:

Name: San Juan County Public Health Department LEGAL STATUS OF CONTRACTOR
Address: 735 South 200 West Suite #2 _____ Sole Proprietor
City: Blanding State: UT Zip: 84511 _____ Non-Profit Corporation
Contact Person: Grant Sunada _____ For-Profit Corporation
Phone No. 435.587.3838 Email: gsunada@sanjuancounty.org _____ Partnership
Vendor No. 06866HL Commodity Code No. 92535 Government Agency

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Environmental Services, as
described in the attached documents.

3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# NA, FY ,
Bid No. NA, or other method: _____

4. CONTRACT PERIOD: Effective Date: 07/01/2024 Termination Date: 06/30/2025 unless terminated early or
extended in accordance with the terms and conditions of this contract. Renewal options (if any): NA

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$ 62,246 for costs authorized by this contract.
Prompt Payment Discount (if any): _____ Additional information regarding costs:
Payment will be made in quarterly installments during the 2nd month of each quarter in the applicable fiscal year: August, November,
and February. The final payment will be sent after DEQ staff receives and reviews the annual report due August 15, 2025.

6. ATTACHMENT A: State of Utah Standard Terms and Conditions for _____ Goods or Services
ATTACHMENT B: MPS and Core Funding Narrative

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

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid No. _____ dated _____
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

CONTRACTOR

STATE

_____ Contractor's Signature	_____ Date	_____ Agency's Signature	_____ Date
_____ Print Name	_____ County Commissioner Chair Title	_____ Ty Howard Print Name	_____ DEQ Deputy Director Title

STATE OF UTAH APPROVING AUTHORITIES

Director, Division of Finance

Date

_____ Sarah Ward Agency Contact Person	_____ 385.332.9574 Telephone Number	_____ sarahward@utah.gov Email
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ATTACHMENT A
STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) “Confidential Information” means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) “Contract” means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from the parties entering into this Contract.
 - c) “Contract Signature Page(s)” means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) “Contractor” means the individual or entity delivering the Services identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, and partners.
 - e) “Services” means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) “Proposal” means Contractor’s response to the State Entity’s Solicitation.
 - g) “Solicitation” means the documents used by the State Entity to obtain Contractor’s Proposal.
 - h) “State Entity” means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) “State of Utah” means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) “Subcontractors” means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor’s performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor’s legal status is that of an independent contractor, and in no manner shall

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

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

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.

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STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

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26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

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

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

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STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

Attachment B
SAN JUAN COUNTY Health Department
MINIMUM PERFORMANCE/CORE ACTIVITIES
FY2025
July 1, 2024 to June 30, 2025

Reporting

An Annual Report on Minimum Performance Expenditures and Activities (due August 15, 2025).

Core Funding

TOTAL: \$62,246

Payment will be made in quarterly installments during the 2nd month of each quarter in the applicable fiscal year: August, November, and February. The final payment will be sent after DEQ staff receives and reviews the annual report.

State

General Funds: \$62,246

Environmental Service Delivery Plan Core Funding is to fund Minimum Performance Standards adopted by the Department of Environmental Quality and Local Health Department Governance Committee on February 5, 2024.

Minimum Performance Standards

As Adopted by the DEQ-LHD Governance Committee on February 5, 2024

The Utah Department of Environmental Quality (DEQ) and Utah's local health departments (LHDs) have established minimum performance standards (MPS). These standards are based on state and federal laws and regulations, as well as best practices.

The MPS are designed to ensure that all Utahns have access to high-quality environmental services, regardless of where they live. The MPS covers a wide range of topics, including

- DEQ Environmental health programs
 - Drinking water safety
 - Onsite wastewater treatment systems
 - Air quality
 - Solid waste management
 - Environmental emergencies
- Public environmental health emergency preparedness
- Data Reporting
- Collaboration

LHDs are required to develop, implement, and maintain environmental health programs to meet the special or unique needs of its community as determined by local or state needs assessment and the local Board of Health as outlined herein and in [R305-10](#) and [Utah Code 26A-1-114](#) as applicable to DEQ environmental issues. The DEQ provides technical assistance and support to LHDs and also conducts training specific to programs regulated by the State of Utah. For the purpose of this document, MPS is intended to describe the fundamental function of LHDs and DEQ in the protection and management of DEQ Environmental Health programs. MPS does not limit an LHD from providing additional services and programs based on the needs of their communities and direction from the local Board of Health.

A summary of some of the key MPS for Utah LHDs are listed below:

DEQ Environmental health programs

- LHDs shall develop, implement, and maintain environmental health programs to assess and address public environmental health needs in their community.
- LHDs shall have a system for tracking and reporting public environmental health data.
- LHD shall employ at least one environmental health scientist who oversees the LHDs environmental health programs.
- LHD shall investigate and respond to environmental complaints as outlined in 26A-1-114 and R305-10.
- LHD shall enforce environmental health laws and regulations as outlined in 26A-1-114 and R305-10.
- LHDs shall provide education and outreach on environmental health topics as necessary and in accordance with the local needs determined by the Board of Health.
- LHD roles within specific environmental health programs as determined by local needs and by the local Board of Health:
 - Drinking Water: LHDs and DEQ shall coordinate with water systems in response to drinking water emergencies, such as water main breaks and contamination events.
 - Water Quality: LHDs and DEQ shall coordinate in response to wastewater spills and other water quality emergencies such as sewer system failures, etc.
 - Air Quality: LHDs and DEQ shall coordinate in response to air quality emergencies.
 - Onsite wastewater systems: LHDs shall permit and inspect onsite wastewater systems in accordance with Utah Administrative Code R317-4.

- Solid waste management: LHDs and DEQ shall coordinate in response to solid waste spills and emergencies.

Public environmental health emergency preparedness

At the direction of the Local Board of Health, the LHD shall define the role of the LHD in responding to emergency events, including

- The role of the LHD in responding to environmental emergencies.
- The role of the LHD in training staff on how to respond to environmental emergencies.
- The role of the LHD in coordinating with other agencies on environmental emergency preparedness and response as necessary.

Data Reporting

- Local health departments will collect and maintain data related to DEQ Environmental Health programs as agreed upon in local service delivery plans and contracts.

Collaboration

- LHDs and DEQ shall collaborate on environmental health programs and initiatives.
- LHDs and DEQ shall collaborate on environmental hazards or emergencies.
- DEQ shall notify LHDs when work will be performed in the respective jurisdiction.
- LHDs shall coordinate with the appropriate DEQ Division Director on anything that directly cites Title 19 and is the subject of a judicial enforcement process.

The DEQ and LHDs work together to monitor compliance with the MPS. LHDs are required to submit an annual attestation to the DEQ that demonstrates the LHD's compliance with the MPS.

The MPS are an important tool for ensuring that all Utahns have access to clean air, water, and land. The MPS also helps to promote consistency in delivering public environmental health services across the state. The Local Health Department Minimum Performance Standards Rule R305-10 is available in Appendix A.

Narrative of Potential Environmental Program Local Partnership Support

Section A. Executive Director’s Office

Focus Areas	Below is a description of potential activities, which are not exhaustive or mandatory, that may be conducted and tracked in accordance with relevant laws.
<p>DEQ has been delegated authority from the EPA to maintain and implement programs in conformance with federal laws, regulations, and conditions set forth in the following federal laws:</p> <ol style="list-style-type: none"> 1. Clean Water Act 2. Safe Drinking Water Act 3. Resource Conservation and Recovery Act 4. Clean Air Act 5. Pollution Prevention Act 6. Toxic Substance Control Act 7. National Environmental Policy Act 8. Federal Insecticide, Fungicide, Rodenticide Act <p>DEQ and the LHD coordinate efforts to protect the integrity of the regulatory process and ensure that enforcement actions are not put at risk due to technicalities that could have been addressed through coordination.</p>	<p>Title 19 states that it is unlawful for any person to violate its provisions or the terms of any order or rule issued under it. LHDs shall coordinate with the appropriate DEQ Division Director on anything that directly cites Title 19 and is the subject of a judicial enforcement process.</p>

Section B. Division of Drinking Water

Focus Areas	Below is a description of potential activities, which are not exhaustive or mandatory, that may be conducted and tracked in accordance with relevant laws.
<p>Emergency Response</p>	<p>Foster prompt and precise responses to safeguard public health in the event of drinking water incidents. Notify DDW within a 4-hour window of any potential issues, coordinate emergency responses in tandem with DDW, and engage in collaborative efforts concerning Tier 1 and Maximum Contaminant Level (MCL) Public Notices. Offer assistance with sampling and public notification endeavors during drinking water emergencies, where feasible.</p>
<p>Drinking Water Source Protection</p>	<p>Support public water systems in safeguarding their drinking water sources from contamination. Work together with the Division staff on ordinance updates and to address potential issues as they arise.</p>

	<p>Local Health Departments with county source protection ordinances collaborate with county code enforcement to ensure compliance.</p> <p>The growth of water systems, including those served by master meters unknown to DDW, may require classification as a public water system to address public health concerns. LHDs and building authorities are key in identifying and transitioning such systems to regulated status with DDW's assistance.</p> <p>LHDs can notify DDW about a potential water system through the interactive form (https://forms.gle/e5uNvxWWLCPBKRue6).</p> <p>Promote accurate, timely, and localized assistance if needed in the following areas: unapproved or corrective action statuses, boil orders, notices of violation (NOV), system deficiencies, Level 1 Assessments, and using WaterLink. Ensure that all PWS have a certified operator.</p> <p>Assist the Division and Public Water Systems to disseminate accurate and consistent information to the public to ensure communication efforts align with DDW programs, policies, and directives whenever feasible.</p> <p>Notify the Public Water System when an unprotected backflow or cross connection is identified.</p>
<p>Potential New Water Systems and Threshold Systems</p>	
<p>Compliance Consultation and Assistance</p>	
<p>Public Notification</p>	
<p>Cross Contamination</p>	
<p>Section C. Onsite Wastewater Systems</p>	
<p>Focus Areas</p>	<p>Below is a description of potential activities, which are not exhaustive or mandatory, that may be conducted and tracked in accordance with relevant laws.</p>
<p>Effectively implement the small wastewater disposal system program to protect the environment and enhance relations with and support local health departments.</p> <p>Administer small wastewater disposal systems to comply with Utah Administrative Code R317-4 and local rules.</p> <ol style="list-style-type: none"> Review, approve, and inspect all new, repairs, and alterations to both Conventional and Alternative onsite systems, including Holding Tanks. Conduct complaint investigations and pursue corrections of any onsite system failures. Collect the \$40 for each new onsite wastewater system installed, and remit fees to DWQ by the 30th day of the month following the end of each quarter, identifying the number of onsite systems the fee is associated with. 	<ol style="list-style-type: none"> Existence of plan review, perc test, soil log evaluation, and inspection records. Number of systems approved broken out between conventional and alternative. Number of systems inspected. Total number of systems in the county. Number of Holding Tank approvals issued. Number of complaint investigations conducted. Number and type of failures identified and/or corrected. Fees are remitted quarterly to DWQ. All staff are certified per R317-11 and identified as Level 2 or 3. All work is done by persons certified per R317-11.

<p>4. Assure that all LHD staff involved in the review, approval, and inspection of onsite wastewater systems are trained and certified at the appropriate level per R317-11.</p> <p>5. Assure all onsite system work is done by persons certified as appropriate according to R317-11.</p>	<p>Communication and Training</p> <p>To remain effective and knowledgeable, DWQ and LHD will continue to participate and communicate in onsite program matters.</p>	<ol style="list-style-type: none"> DWQ will notify LHD by a means of communication when a representative comes into the LHD area for onsite program business. DWQ will be represented at all COWP meetings. LHD will attempt to send a representative to COWP meetings. A representative of DWQ will attend the annual Utah Onsite Wastewater Association conference. <p>LHD will attempt to send a representative to the Annual Utah Onsite Wastewater Association conference.</p>
<p>Effectively implement and administer the Liquid Waste Program in collecting, storing, transporting, and disposing of all sewage wastewater.</p> <p>Administer the Liquid Waste Program per Utah Administrative Code R 317-550 to help prevent a public health hazard, nuisance, or adversely affecting water quality.</p> <ol style="list-style-type: none"> Ensure every Liquid Waste Operation working within the boundaries of the LHD holds a valid operating permit. <p>Ensure that the disposal sites used by the Liquid Waste operators are approved facilities, maintained in a sanitary manner, and adequate to receive and treat these wastes.</p>	<ol style="list-style-type: none"> Maintain a list of all Liquid Waste operators currently permitted within the LHD jurisdiction. LHD may conduct annual inspections on all the liquid waste trucks used by each operator. Encourage the operator to obtain a surety bond issued by a corporate surety company. <p>LHD may inspect disposal sites used by the liquid waste operators as determined as necessary.</p>	
<p>Identify and manage all pollution sources to ensure continued beneficial uses of water and public health protection.</p> <p>Notify DWQ of any new surface water and groundwater pollution sources you become aware of.</p>	<ol style="list-style-type: none"> Number of uncontrolled pollution sources and spills identified, addressed, or referred to DEQ. <p>Number of fish kills investigated.</p>	
<p>Section D. Waste Management and Radiation Control: Solid & Hazardous Waste</p>		
<p style="text-align: center;">Focus Areas</p>		
<p>Protect public health and the environment from exposure to contamination caused by incidents or improper treatment, storage, or disposal of solid and hazardous waste.</p>	<p>Below is a description of potential activities, which are not exhaustive or mandatory, that may be conducted and tracked in accordance with relevant laws.</p> <p>Ensure solid and hazardous waste incidents (e.g., spills and complaints) and allegations are addressed in a timely and appropriate manner. For DWMRC/DEQ-referred incidents:</p> <ul style="list-style-type: none"> Submit a written description of the incident, including follow-up procedures and resolutions. Include photographs for major issues. For incidents that are resolved promptly, documentation should be submitted as soon as possible (e.g., within a couple of days). 	

	<ul style="list-style-type: none"> For incidents that require follow-up, documentation should be submitted periodically until the incident is resolved. <p>Answer the public's complaints and questions regarding solid and hazardous waste.</p> <p>Upon request by DEQ, provide environmental agency response to environmental emergencies. Contact DWMRC/DEQ for any assistance needed.</p> <p>The number of incidents and allegations addressed.</p> <p>Brief description of training received.</p>
<p>Staff responding to solid or hazardous waste incidents and allegations review or participate in applicable training as available through DWMRC.</p> <p>Solid & Hazardous Waste Section</p> <ul style="list-style-type: none"> Changed training requirements to provide more flexibility. Review or participate in applicable training, as available. <p>Training measure is now a brief description of the training received.</p>	



**Local Health Department
Environmental Service Delivery Plan
Annual Financial & Activities Report**

Local Health Department	
Part I. Minimum Performance Standards Attestation	
Environmental Service Delivery Plan FY25 Annual Report	
DEQ Environmental Health Programs	
<ul style="list-style-type: none"> <input type="checkbox"/> LHDs shall develop, implement, and maintain environmental health programs to assess and address public environmental health needs in their community. <input type="checkbox"/> LHDs shall have a system for tracking and reporting public environmental health data. <input type="checkbox"/> LHD shall employ at least one environmental health scientist who oversees the LHDs environmental health programs. <input type="checkbox"/> LHD shall investigate and respond to environmental complaints as outlined in 26A-1-114 and R305-10. <input type="checkbox"/> LHD shall enforce environmental health laws and regulations as outlined in 26A-1-114 and R305-10. <input type="checkbox"/> LHDs shall provide education and outreach on environmental health topics as necessary and in accordance with the local needs determined by the Board of Health. 	
LHD roles within specific environmental health programs as determined by local needs and by the local Board of Health	
<ul style="list-style-type: none"> <input type="checkbox"/> Drinking Water: LHDs and DEQ shall coordinate with water systems in response to drinking water emergencies, such as water main breaks and contamination events. <input type="checkbox"/> Water Quality: LHDs and DEQ shall coordinate in response to wastewater spills and other water quality emergencies such as sewer system failures, etc. <input type="checkbox"/> Air Quality: LHDs and DEQ shall coordinate in response to air quality emergencies. <input type="checkbox"/> Onsite wastewater systems: LHDs shall permit and inspect onsite wastewater systems in accordance with Utah Administrative Code R317-4. <input type="checkbox"/> Solid waste management: LHDs and DEQ shall coordinate in response to solid waste spills and emergencies. 	
Public environmental health emergency preparedness	
<ul style="list-style-type: none"> <input type="checkbox"/> The role of the LHD in responding to environmental emergencies. <input type="checkbox"/> The role of the LHD in training staff on how to respond to environmental emergencies. <input type="checkbox"/> The role of the LHD in coordinating with other agencies on environmental emergency preparedness and response as necessary. 	
Collaboration	
<ul style="list-style-type: none"> <input type="checkbox"/> LHDs and DEQ shall collaborate on environmental health programs and initiatives. <input type="checkbox"/> LHDs and DEQ shall collaborate on environmental hazards or emergencies. <input type="checkbox"/> DEQ shall notify LHDs when work will be performed in the respective jurisdiction. <input type="checkbox"/> LHDs shall coordinate with the appropriate DEQ Division Director on anything that directly cites Title 19 and is the subject of a judicial enforcement process. 	
Data Reporting	
<ul style="list-style-type: none"> <input type="checkbox"/> Local health departments will collect and maintain data related to DEQ Environmental Health programs as agreed upon in local service delivery plans and contracts. <input type="checkbox"/> Local health departments will provide an annual summary report of DEQ funding expenditures (core and contract) indicating outputs and outcomes. 	

To the best of my knowledge, the following report accurately represents the stated Local Health Department compliance with R305-10, Local Health Department Minimum Performance Standards, and funds used to complete work as outlined in the Environmental Service Delivery Plan.

Health Officer/Executive Director Print Name	Health Officer/Executive Director Signature	Date
Board of Health Chair Print Name	Board of Health Chair Signature	Date

Part II. Annual Financial Report FY25	
Environmental Service Delivery Plan FY25 Annual Report	
A. Minimum Performance Standards Funding Amount	\$
B. Local Expenditure for DEQ-Related Activities	\$
Total Cost to Perform DEQ Environmental Programs to Minimum Performance Standards (Line A + Line B)	\$
Part III. Local Activities FY25	
<p><i>To the extent possible, please report the following data. If your department does not conduct regular activities in a program area (for example, mobile home parks) please indicates that with "DND" on the report.</i></p> <p><i>If your department does conduct regular activities in an area, but has no data available please indicate with "NDA". All numbers reported below are for the period from July 1 to June 30.</i></p>	
Section A. Drinking Water Safety	
Number of drinking water emergencies responded to	
Number of systems reported to state for PWS consideration	
Number of collaborations with DDW & PWSs for information dissemination	
Number of education Events provided concerning cross connections & backflow	
Section B. Water Quality	
Number of Water Quality emergencies responded to	
<i>ONSITE WASTEWATER SYSTEMS</i>	
Number of onsite wastewater systems installed	
Number of alternative wastewater systems installed	
Number of experimental systems installed	
Number of total Onsite Wastewater Inspections completed	
Number of onsite Wastewater systems in District	
Number of onsite Wastewater complaints investigated	
Number of onsite Wastewater system failures	
Number of holding Tanks installed	
Number of certified Onsite Wastewater Staff	
Number of permitted Liquid Waste Operators	
Number of discharges investigated	
Number of fish kills investigated	
Section C. Solid & Hazardous Waste	
Number of Solid and Hazardous Waste Complaints investigated	
Number of trainings received by staff concerning Solid and Hazardous Waste	
Number of Waste Tire Packets Submitted	
Number of Abandoned Waste Tire Pile Affidavits	
Number of Waste Tires Removed	
Number of Inspections for first time waste tire recyclers	
Section D. Air Quality	
Number of Air Quality Emergencies responded to	