



COMMUNITY ECONOMIC DEVELOPMENT BOARD MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
November 12, 2024 at 3:00 PM

AGENDA

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

1. Zoom Meeting link:

<https://us06web.zoom.us/j/81977953179?pwd=XOwWpZo3Ew3urvWIYmoUGjAxMpOafV.1>
Passcode 671339

CALL TO ORDER

APPROVAL OF MINUTES

2. Approval of Minutes from the June 18, 2024 meeting
3. Approval of Minutes from the September 17, 2024 meeting
4. Approval of Minutes from the September 24, 2024 meeting

PUBLIC COMMENT

PRESENTATIONS

5. SERDA - Jade Powell

DISCUSSION & ACTION ITEMS

6. Elect a New Vice Chair
7. 2025 Meeting Schedule
8. Approve the Letter of Support for the 2025 Rural Opportunity Grant – Sign by Chair
9. Approve the requested amendment for Symes Painting use of SJC Grant Funds
10. 2024 S.J.C. Business Basecamp Conference & Expo
11. Awarded 2025 Rural County Grant - Update
12. 2025 S.J.C Grant Application Process and Scoring Criteria

GENERAL DISCUSSION ITEMS

13. Dwelling on the Future Housing Assessment -schedule for findings presentations

REPORTS

14. Blanding City Updates
15. Monticello City Updates
16. Town of Bluff Update
17. Business License Report - Nate Pitts
18. Business Website Listing Report - Nate Pitts

FUTURE AGENDA ITEMS

Next Meeting:

Monday, January 13, 2025, 3:00 PM

ADJOURNMENT

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk's Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice

San Juan County Economic Development Board
Tuesday June 18th, 2024
Zoom Meeting

CED Board Members

Name	Role	Position	Term Expires	PM Training
Ben Muhlestein	Board Member	Municipality Representative, Blanding City	01/31/2024	Y
	Chair	Workforce Development Representative	01/31/2024	Y
Kaeden Kulow	Vice-Chair	Municipality Representative, Monticello City	01/31/2024	Y
Linda Sosa	Board Member	Municipality Representative, Bluff Town	01/31/2025	Y
Karry Deeter	Board Member	San Juan County Private Sector Representative	01/31/2025	
Silvia Stubbs	Board Member	Representative of San Juan County	01/31/2024	Y
Ryan Benally	Board Member	At Large	01/31/2025	Y
Hannah Bailey	Board Member	At Large	01/31/2025	Y
Karen Whipple	Board Member	San Juan County Private Sector Representative	01/31/2024	Y
Open	Board Member	San Juan County Private Sector Representative		

Attendance:

Members Present: Hannah Bailey, Silvia Stubbs, Karry Deeter, Kaeden Kulow, Ben Muhlestein, Linda Sosa

Members Absent: Karen Whipple, Ryan Benally

Staff Present: Elaine Gizler, Nate Pitts

Staff Absent: None

Guests: None

- I. Kaeden calls the meeting to order.
- II. Ben motions to adopt the agenda. Karry seconded.
- III. Linda motions to approve the minutes from the March 19, 2024 Meeting. Karry

- seconded.
- IV. Kaeden talks about nominating a new Chair for the board.
- A. Ben motions to nominate Kaeden for the Chair. Hannah seconded. All in favor. Kaeden Kulow is appointed Chairperson of the board.
 - B. Elaine shares information about the letter allocating grant funding for 2024 and asks Kaeden to sign it. Ben motions to approve and sign the letter for the 2024 Rural Grant. Linda seconded.
 - C. Silvia, Kaeden, Ben, and Karen are approved by the County Commission for new terms on the board.
 - D. Elaine discusses 2025 Rural Grant funding to be divided amongst the cities to improve main street businesses and asks the board members to consider.
 - E. Ben talks about a proposed pipeline from Energy Fuels to Blanding and shares the benefits. Asks about possible grant funding towards the project.
 - F. Kaeden talks about meeting dates for 2024. August 23rd, September 17th, and December 10th.
 - G. Elaine shares updates on the near completion of the housing assessment. Elaine talks about the progress of Mick Thornton and his role in the housing assessment.
 - H. Elaine discusses improving economic development in SJC. Ben talks about business expansion and retention. Karry reflects on business start up help at the resource center she recently launched. Silvia shares insights on local business.
- V. Ben shares updates on projects in Blanding and talks about business success. Silvia talks about a possible housing development in Blanding for UNHS. Kaeden fills in for Linda and shares updates on Bluff, including a remodel of the old elementary school. Kaeden talks about updates in Monticello.
- VI. Kaeden presents the Chair report and talks about Rural Grant feedback he has received.
- VII. Elaine shares the Director's report and talks about the four new welcome signs. Elaine talks about the RV Stalls completion and shares updates on local businesses.
- VIII. Nate provides updates on business licensing and a zoning update that will allow for more business opportunities.
- IX. Kaeden asks for recommendations for guest speakers. Ben shares that Bayley Hedglin has been working with SERDA and may be willing to present. Kaeden talks about inviting a few Rural Grant recipients to come talk about their progress.
- X. Karry motions to adjourn the meeting. Hannah seconded.

**San Juan County Economic Development Board
Tuesday September 17th, 2024
Zoom Meeting**

CED Board Members

Name	Role	Position	Term Expires	PM Training
Ben Muhlestein	Board Member	Municipality Representative, Blanding City	01/31/2024	Y
Open	Chair	Workforce Development Representative	01/31/2024	Y
Kaeden Kulow	Vice-Chair	Municipality Representative, Monticello City	01/31/2024	Y
Linda Sosa	Board Member	Municipality Representative, Bluff Town	01/31/2025	Y
Karry Deeter	Board Member	San Juan County Private Sector Representative	01/31/2025	
Silvia Stubbs	Board Member	Representative of San Juan County	01/31/2024	Y
Ryan Benally	Board Member	At Large	01/31/2025	Y
Hannah Bailey	Board Member	At Large	01/31/2025	Y
Karen Whipple	Board Member	San Juan County Private Sector Representative	01/31/2024	Y
Open	Board Member	San Juan County Private Sector Representative		

Attendance:

Members Present: Karry Deeter, Silvia Stubbs, Kaeden Kulow, Hannah Bailey, Ryan Benally

Members Absent: Karen Whipple, Ben Muhlestein, Linda Sosa

Staff Present: Talia Hansen, Mack McDonald, Nate Pitts

Staff Absent: None

Guests: Jade Powell, Erin Nelson, Debra McKee

- I. Introduction to Talia Hansen, the new San Juan County Economic Manager
- II. Meeting vacated due to no Quorum. Next meeting will be Tuesday September 24, 2024
At 3pm

**San Juan County Economic Development Board
Tuesday September 24, 2024
Zoom Meeting**

CED Board Members

Name	Role	Position	Term Expires	PM Training
Ben Muhlestein	Board Member	Municipality Representative, Blanding City	01/31/2024	Y
Open	Chair	Workforce Development Representative	01/31/2024	Y
Kaeden Kulow	Vice-Chair	Municipality Representative, Monticello City	01/31/2024	Y
Linda Sosa	Board Member	Municipality Representative, Bluff Town	01/31/2025	Y
Karry Deeter	Board Member	San Juan County Private Sector Representative	01/31/2025	
Silvia Stubbs	Board Member	Representative of San Juan County	01/31/2024	Y
Ryan Benally	Board Member	At Large	01/31/2025	Y
Hannah Bailey	Board Member	At Large	01/31/2025	Y
Karen Whipple	Board Member	San Juan County Private Sector Representative	01/31/2024	Y
Open	Board Member	San Juan County Private Sector Representative		

Attendance:

Members Present: Kaeden Kulow, Karry Deeter, Ryan Benally, Hannah Bailey, Linda Sosa, Ben Muhlestein

Members Absent: Karen Whipple, Silvia Stubbs

Staff Present: Talia Hansen, Mack McDonald, Nate Pitts

Staff Absent: None

Guests: Jade Powell, Debra McKee

- I. Kaeden calls the meeting to order. No approval of previous meeting minutes.
- II. Public Comment: None
- III. Review and approve the budget and application for the Rural County Grant.

Talia explains the breakdown of the budget to the board members, which totals 200k. Ben motions to approve the budget. Karry seconded. All in favor.

Approve the letter of support for the Rural County Grant. Talia reads the letter of support. Linda motions to approve the letter of support. Hannah seconded. All in favor.

Approve requested amended Rural County Grant funding for Indian Canyon Ranch. Ben motions to approve the amended grant for Indian Canyon Ranch. Linda seconded. All in favor.

The Board discusses future agenda items:

- Vice Chair nominations
- SJC Business Basecamp
- Rural County Grant
- Jade Powell - SERDA projects
- Board Member openings

Talia shares insights on the upcoming Business Basecamp.

Next Meeting: Tuesday, November 12th, 2024 at 3pm

Linda motions to adjourn. Ben seconded. All in favor.

2025 CED Board Meeting Schedule

Location: Commission Chambers, 117 South Main Street, Monticello, UT
Time: 3:00 PM

Based on the 2024 CED Board Handbook San Juan County Utah

ARTICLE IV. MEETINGS OF MEMBERS

Section 1. Regular Meetings

“Regular meetings of the Members shall be held quarterly, on the second Monday of the first month of that quarter. Additional meetings may be added, if necessary, to provide input and direction to San Juan County Economic Development & Visitor Services staff. Meetings will be held in Monticello at 117 South Main Street in the Commission Chambers. Unless otherwise advertised, regular meetings of the Members shall be held quarterly, at a time and place designated by the board chair.”

Proposed 2025 Schedule

Quarterly Meeting	2025 Dates
Q1 Meeting (Annual)	Monday, January 13, 2025, 3:00 PM
Q2 Meeting	Monday, April 14, 2025, 3:00 PM (Day before Tax Day) Proposed Alternate Dates: Wednesday, April 2, 2025, or Monday, April 7, 2025
Q3 Meeting	Monday, July 14, 2025, 3:00 PM
Q4 Meeting	Monday, October 13, 2025, 3:00 PM (Indigenous Peoples Day) Proposed Alternate Dates: Wednesday, October 1, 2025, or Tuesday, October 13, 2025



Governor's Office of Economic Opportunity
60 East South Temple
Suite 300
Salt Lake City, Utah

To Whom it May Concern,

On behalf of the San Juan Economic Development Board, I express our full support for the San Juan County Economic Development Department's application for the 2025 Rural Communities Opportunity Grant (RCOG) in the amount of \$541,323.00.

The proposed project involves critical infrastructure improvements, including upgrades to sewer, water, natural gas, and electrical systems at and around the San Juan County Fairgrounds. These enhancements will lay a strong foundation for future growth in the area, enabling development that supports agricultural programs, tourism, and workforce development.

These infrastructure improvements will significantly enhance the versatility of the land in this area. They will provide essential resources for the agriculture and ranching industries by creating a space to support workforce development training, 4-H programs, FFA events, Extension workshops, and college-level agricultural initiatives. Additionally, the improved facilities will expand opportunities for hosting a broader range of community events, enhancing revenue streams and community engagement.

The grant funding will allow San Juan County to phase in additional upgrades over time, ensuring the infrastructure adapts to evolving community needs and continues to drive long-term growth in our local agricultural and ranching sectors. This project aligns with the Governor's Office of Economic Opportunity's strategic goals of promoting economic diversity and job creation, and it will provide valuable support to businesses, community events, and strategic projects across the region.

We fully endorse the San Juan County Economic Development Department's grant application and the positive impact this project will bring to our community. Thank you for considering this important investment in our future.

Sincerely,

Kaeden Kulow, Chair
San Juan County Economic Development Board

San Juan County Grant Amendment Request Form

Business Information

Please submit this form to the San Juan County Economic Development Office. This amendment request will be subject to approval by the San Juan County Economic Development Board (CED). An approved amendment will require compliance with all grant guidelines and provide receipts or invoices if the amendment is approved.

Business Name: Symes Painting

Contact Name: Josh Symes

Phone Number: 801-608-6998

Email: joshpsymes@gmail.com

Amendment Request Details

Amend allocation of funding

Reason for Amendment Request

Please explain why an amendment is necessary:

Symes Painting was awarded \$4500 towards purchasing a cargo trailer, scaffolding, and ladder equipment. When the cargo trailer was purchased, the cost had risen and did not allow for the purchase of the additional equipment.



STATE OF UTAH CONTRACT
The Governor's Office of Economic Opportunity
Rural County Grant Contract

1. CONTRACTING PARTIES: This Rural County Grant contract (this "Contract") is between the State of Utah, Governor's Office of Economic Opportunity, Center for Rural Development, referred to as the State or "GOEO", and the following Grantee:

San Juan County Government
117 South Main St.
PO Box 490
Monticello, UT 84535

Contact Person: Mack McDonald
Contact Phone: (435) 587-3225
Contact Email: mmcdonald@sanjuancounty.org

Legal Status of Contractor: Governmental Agency
Vendor #: VC0000114664

2. THE GENERAL PURPOSE OF THIS CONTRACT: The purpose of this contract is to provide a conditional grant to Grantee under the Rural County Grant ("RCG") program. The RCG program is intended to empower rural county governments to manage their own economic development opportunities and to take responsibility for planning, projects, and activities that will lead to improved economies and is designed to address economic development needs, which may include business recruitment, development and expansion, workforce training and development, and infrastructure and capital facilities improvements for business development.

3. AUTHORITY: This Contract is entered into and pursuant to the State's authority to administer funds under Utah Code § 63N-4-802 et seq and Utah Administrative Rule R357-29.

4. CONTRACT PERIOD: This Contract shall remain in effect until all obligations of this Contract have been performed by Grantee not to exceed twelve (12) months from the effective date shown below.

Effective date: July 1, 2024.
Termination date: June 30, 2025.

5. CONTRACT AMOUNT: The State awards and Grantee accepts a potential grant award of up to \$200,000.00, which represents the maximum amount that will be awarded under this Contract.

Fund: 1000 Unit: 4310
Appropriation: CMJ Commodity Code: 99999

6. BY ACCEPTING GRANT AWARD, GRANTEE HEREBY AGREES TO THE FOLLOWING:
a) Grantee agrees to abide by the terms and conditions outlined in Attachment B, as well as all other applicable terms, conditions, administrative rules, statutes, and instructions and guidelines listed in the application at the time Grantee applied for the Grant.
b) Grantee shall use the grant funds solely for the purposes outlined in Attachment B and Attachment C which are incorporated herein by reference, to accomplish the deliverables and outcomes outlined in this

- Contract and the costs allowable under this Contract and the program policies and procedures.
- c) Grant Disbursement Period: Subject to the terms and conditions provided herein, Grant funds shall be disbursed during the period shown below, unless extended in writing by the State.
 - Beginning date: July 1, 2024
 - Ending date: June 30, 2025
 - d) Grantee agrees that any material changes to the Project Proposal, Scope of Work, Deliverables and Outcome, Timeline and Budget as stated in Attachment C must be approved by the State. Grantee further agrees that such changes may require an amendment to the Contract as determined solely by the State.
 - e) Grantee is a Rural County in the State of Utah of the third, fourth, fifth, or sixth class, as defined in Utah Code section 17-50-501.
 - f) Grantee agrees to create and maintain a functioning County Economic Opportunity Advisory Board (“CEO Board”) as defined in Utah Code section 63N-4-803.

7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

Attachment A: Standard Terms and Conditions for Grants Between Government Entities
 Attachment B: Rural County Grant Terms and Conditions
 Attachment C: Project Plan

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

- 8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:** Grantee’s Application and all governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to, Title 63N, Chapter 4, Rural Development Act and Utah Administrative Rule R357-29.

[The remainder of this page is intentionally left blank]



BY SIGNING THIS CONTRACT, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ, UNDERSTOOD AND AGREES TO THE CONDITIONS OF THIS CONTRACT.

SAN JUAN COUNTY GOVERNMENT

STATE OF UTAH

By: 
Name: Jamie Harvey
Title: Commission Chair
Date: 10/15/24

By:
Name:
Title:
Date:
Governor's Office of Economic Opportunity

By:
Name:
Title:
Date:
Governor's Office of Economic Opportunity

By:
Name:
Title:
Date:
Governor's Office of Economic Opportunity

By:
Name:
Date:
Utah Division of Finance
350 North State Street
Salt Lake City, UT 84114

**ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS
BETWEEN GOVERNMENT ENTITIES**

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 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.
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.
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.
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)

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ATTACHMENT B: RURAL COUNTY GRANT TERMS AND CONDITIONS

1. **PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:** The scope of work for this Contract shall be the Grantee's Project Plan as described in Attachment C herein. Grant Money awarded under this Contract shall be used by Grantee to accomplish the project as described therein.
2. **NATURE OF ENTITY:** Grantee is a rural county in the State of Utah of the third, fourth, fifth, or sixth class as defined in Utah Code 17-50-501.
3. **FUNDING:** All Grant funds awarded under this Contract are subject to the following funding conditions:
 - a) Grantee shall not receive any Grant Money until this Contract is fully signed and executed
 - b) Grantee shall submit an invoice for 100% of the Contract Amount to be disbursed prior to full completion of Grantee's project.
 - c) In no event shall payments from the State to Grantee exceed in sum the Contract Amount.
4. **REPORTING REQUIREMENTS:** On or before June 30 of each year, Grantee shall provide a final report to this office for the Rural Opportunity Advisory Committee. Each CEO Board within a county shall assist and advise the county legislative body throughout the year and in preparing reporting requirements for grant money received by a rural county, as required by the Rural Opportunity Advisory Committee and Utah Administrative Rules R357-29-105. Grantee shall include the following in the final report:
 - a) A description of the projects for which the grant funding was used or encumbered;
 - b) The effectiveness of the award in improving economic development in the county;
 - c) How matching funds were utilized by the county;
 - d) An explanation for why grant funding was not used or encumbered and where it is being held, if applicable;
 - e) A letter from the CEO Board attesting to its involvement throughout the year and in preparation of the annual report; and
 - f) Minutes from each CEO Board meeting over the previous year where the Rural County Grant was discussed.

This reporting requirement must be completed and approved before new funds can be awarded and distributed.
5. **DISTRIBUTION OF FUNDS:** The Contract Amount shall be distributed to Grantee after approval of Grantee's previous year annual report, if applicable, after approval of the current year's application, and after this Contract is fully signed and executed. Grantee shall submit an invoice to the State for payment of the Contract Amount.
6. **SITE VISITS:** The State reserves the right to visit the Grantee's operations, the project site, and other facilities related to the project. Grantee agrees to allow State access to such sites and facilities as agreed, upon reasonable notice to Grantee.
7. **ACCESS TO DATA:** At State's request, Grantee shall allow State access to data and information about the project in order to assess progress and to ensure that grant funding is being spent on the project specified within the Grantee's Project Proposal.
8. **AUDIT:** Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant. Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for period of up to five (5) years from the date of this Contract. Grantee shall refund to the State any grant funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.
9. **STATE CONTACT PERSON:** The State designates the Director of Community Grants in the Department of Incentives and Grants or the assigned Grant Manager as the contact person(s) at the Utah Governor's Office of Economic Opportunity and directs them to consult with the Grantee on an ongoing basis. The contact person(s) will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.



10. **EVALUATION**: The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives, access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.
11. **BREACH OF CONTRACT**: The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this Contract and pay no further funds, in the event that Grantee breaches any of the terms of this Contract.
12. **ATTRIBUTION**: Grantee shall make appropriate and reasonable efforts to ensure that the GOEO is recognized as a partner in the Project. Such efforts may include recognition of the office in fundraising materials, use of the GOEO name and official logo, and other appropriate attribution for the funding made possible by the office.

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ATTACHMENT C: PROJECT PLAN

SCOPE OF WORK:

San Juan County (the “County”) will use the Fiscal Year 2025 Rural County Grant (RCG) to support economic development, improve infrastructure, and facilitate community engagement within the County. The funds will be allocated as follows:

- Economic Development Department Operations: This will support training, education, marketing, and travel, enabling the department to connect with local businesses, attend conferences, and participate in skill development activities.
- San Juan County Business Basecamp Conference & Expo: Funds will support the 2024 and 2025 conferences, which will offer practical breakout sessions on relevant topics for local business owners, connect with statewide resources and funding, and facilitate networking.
- Business Support Grants: A tiered program tailored to local businesses' size and development stage will assist startups, business retention, and expansion. Emphasis will be on shovel-ready projects to boost economic activity and improve infrastructure.
- Eastern Utah Economic Summit Contribution: Support for the 2025 Summit Pitch Competition, providing a platform for exposure and growth for local businesses.
- Event Sponsorships: Sponsor local events across cities and underserved areas to promote community engagement, increase business opportunities, and stimulate the local economy.
- Economic Development Grant Matching Funds: Matching funds would support County-led initiatives or partner with community organizations working on workforce development, business expansion, infrastructure improvements, and projects aimed at enhancing the quality of life for County residents.

Goals and Metrics:

- Provide financial and technical support to local businesses.
- Host the Business Basecamp Conference & Expo to encourage learning, networking, and business growth.
- Sponsor events to promote economic engagement and community involvement.
- Measure outcomes by tracking participation, grants awarded, infrastructure improvements, and business growth across the County.

DELIVERABLES AND OUTCOME:

San Juan County Economic Development Department supports business opportunities across all areas of the County, including the cities of Blanding, Bluff, and Monticello, and the Census Designated Places: Aneth, Halchita, Halls Crossing, La Sal, Mexican Hat, Montezuma Creek, Navajo Mountain, Oljato-Monument Valley, Spanish Valley, Tselakai Dezza, Westwater, and White Mesa.

Deliverables include engaging and creating supportive opportunities for businesses of all sizes and stages through a new tiered grant system. The restructure aims to distribute funding and strategically inspire growth across various sectors.

Tier 1 and Tier 2 Grants will use scoring criteria to align funding with businesses that have the potential for tangible ROI through Transient Room Tax (TRT), sales tax revenue, and job creation. Tier 1 focuses on larger companies or those with significant growth potential, while Tier 2 targets "Main Street" businesses to stimulate revitalization.

Tier 3 Grants, smaller in size, will support startups, early-stage businesses, and shovel-ready projects that stimulate entrepreneurship, enable quick operational growth, and drive immediate economic activity.



Expected Outcomes:

- **Strategic Economic Development:** Align funding with business impact potential to increase tax revenues, create jobs, and inspire infrastructure improvements across the County's economy.
- **Increased Business Support & Engagement:** Expand efforts to promote business growth, workforce development, and strengthen community ties by providing access to grants, technical assistance, and networking opportunities across all County areas.

Collaboration and Community Growth: Strengthen partnerships between businesses, government, and tribal communities to support regional economic development.

Measurable Growth: Track the effectiveness of the tiered system and overall program by measuring business participation, grant distribution, infrastructure enhancements, job creation, and business growth.

BUDGET:

Economic Development Department Operations (\$30,000)

- Post-split from Visitor Services, these funds will build a new dedicated department and support outreach through training, education, marketing, and travel.

San Juan County Business Basecamp Conference & Expo (\$17,000)

- Funding for the 2024 and 2025 annual conferences will offer practical sessions, connect business owners with resources, and foster networking.

Business Support Grants (\$140,000)

- A tiered grant program designed to work with the different business sizes, development stages, and types of economic impact of local businesses:
 - Tier 1: Supports large companies for expansion or projects with significant ROI.
 - Tier 2: Focuses on smaller Main Street businesses for revitalization.
 - Tier 3: Assists startups, early-stage companies, and shovel-ready projects to stimulate entrepreneurship and growth.

Eastern Utah Economic Summit Contribution (\$1,000)

- Funds to participate in the 2025 Summit Pitch Competition, offering businesses a chance to win a cash prize, showcase the County's strengths, and gain regional exposure.

Event Sponsorships (\$2,000)

- As a County, these funds will support sponsorship requests throughout 2024 and 2025, fostering community engagement, promoting local businesses, and attracting tourism to stimulate economic activity throughout San Juan County.

Economic Development Grant Matching Funds (\$10,000)

- The matching funds will enhance the impact of additional grants supporting economic development projects across San Juan County. The matching funds will ensure maximum benefit from County-led or collaborative opportunities by partnering on initiatives like workforce development, business expansion, infrastructure projects, and quality-of-life improvements.

Estimated Cost for Grant Administration: The grant will be administered by the Economic Development Department, which will oversee, distribute funds, and track programs to ensure compliance and successful project implementation.



Field	Details
Contract Number	25062497
Grant Program	Rural County Grant Program (RCG)
Reporting Period	July 1, 2024 - June 30, 2025
Grant Award Date	10/3/2024
Total Grant Amount Received	\$200,000.00

Evaluation Criteria

- Jobs Created
- Infrastructure Developed
- Capital Improvements
- Project Name or Company/Entity

Details

[Insert Total Number of Jobs Created]

[Provide details of infrastructure developed]

[Describe capital improvements]

[Brief description of project impact and outcomes]

Matching Entity	Amount Provided (\$)	Match Funding Purpose
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
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	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
Total Matching Funds	<u>\$0.00</u>	\$0.00

Requirement	Description
Auditing Requirements	[Brief description of audits conducted]
Post-Performance Evaluations	[Summary of evaluations required]

Field

Summary of Grant Impact

Future Recommendations

Details

[Overall summary of grant impact]

[Suggestions for improvement]