

**COOPERATIVE AGREEMENT
BETWEEN
UTAH STATE UNIVERSITY and SAN JUAN COUNTY**

This Cooperative Agreement (“Agreement”) is dated as of the last dated signature below and is between San Juan County (“County”), having an office and place of business at 117 South Mainstreet Monticello UT 84535, and Utah State University (“USU”), having an office and place of business at Old Main Hill, Logan, Utah. County and USU may each be referred to as “Party” or collectively as the “Parties.”

WHEREAS, the County coordinates the Regional Agriculture Incubator & Business Development Initiative (“Program”), which is described in more detail in Appendix A, and desires to have USU contribute to the County’s implementation of the Program;

WHEREAS, USU is interested in participating in and contributing to the Program as set forth herein.

NOW, THEREFORE, USU and County agree as follows:

1. **Term and Renewal.** This Agreement shall be for the period beginning **October 1, 2025** and ending **September 31, 2026** (“Term”). Either Party may terminate this Agreement by providing sixty (60) days advance written notice to the other Party. Either Party may terminate this Agreement immediately by providing written notice if the other Party materially breaches any term of this Agreement.

2. **Coordination.** The Parties will regularly coordinate with one another regarding the Program and designate the following points of contact points:

USU	Reagan Wytalucy San Juan County Extension Director 435.587.3239 Reagan.wytalucy@usu.edu
County	Talia Hansen San Juan County Economic Development Department 435-485-8502 thansen@sanjuancountyut.gov

3. **USU Responsibilities.** USU will support the Program by performing activity numbers 1.0, 2.0, and 4.0 as set forth in Appendix A.

4. **Financial Support.** The County will pay USU the amounts set forth in Appendix A associated with the activities. USU will invoice the County throughout the Term and payment shall be due within thirty (30) days of the County’s receipt of an invoice.

5. **Employees.** Neither Party assumes any responsibility for the actions or management of the other Party’s employees. All USU employees shall be governed by USU policies and procedures. All County employees shall be governed by County policies and procedures. Each Party will be responsible for the activities of its own employees and for complying with its own policies and procedures.

6. **Non-Discrimination.** Neither USU nor County will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender

identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.

7. **Compliance with the Law.** USU and County shall comply with all applicable federal and state laws associated with performance under this Agreement.

8. **Liability.** Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such Party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

9. **Miscellaneous.**

9.1. **Choice of Law and Venue.** The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

9.2. **Government Records and Management Act.** The Parties acknowledge that each is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code section 63G-2-101 et seq., as amended ("*GRAMA*"); that certain records within either Party's possession or control, including without limitation, the Agreement, may be subject to public disclosure; and that any confidentiality obligations shall be subject in all respects to compliance with GRAMA.

9.3. **Governmental Immunity.** The Parties further acknowledge that each is a governmental entity under the Governmental Immunity Act of Utah, Utah Code section 63G-7-101 et seq., as amended ("*Immunity Act*"). Nothing in the Agreement shall be construed as a waiver by either Party of any protections, rights, or defenses applicable to either Party under the Immunity Act, including, without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of either Party to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party, and nothing in the Agreement shall be so interpreted or construed.

9.4. **Notice.** Any notice or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed in the opening paragraph of this Agreement.

9.5. **Assignment.** Neither Party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.

9.6. **Relationship of Parties.** In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties, and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other.

9.7. **Amendment and Supplement.** Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

9.8. **Merger.** This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

9.9. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS THEREOF the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

Utah State University:

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

San Juan County:

By: _____
Print Name: Lori Maughn
Title: Chair - Commissioner
Date: _____

Appendix A: Project Summary *[Provide a concise summary of your proposed project]*

The Regional Agriculture Incubator & Business Development Initiative is a countywide program designed to strengthen small and emerging businesses, entrepreneurs, and workforce participants across San Juan County and surrounding rural and Tribal communities. Delivered through a network of rural business hubs, coworking spaces, community centers, and education partners, the initiative supports economic development by providing technical assistance, workforce training, and business education tailored to local needs.

While agriculture and food systems remain an important focus area, the initiative is intentionally structured to support a broad range of rural industries, including agriculture, trades, tourism, artisan enterprises, and service-based businesses. By leveraging collaborative partnerships, flexible training delivery, and shared facilities, the program ensures equitable access to resources across geographically dispersed communities.

Objectives:

- **Innovation and Capacity Building:** Support the adoption of innovative practices, technologies, and business models that enhance productivity, sustainability, and market readiness across rural sectors.
- **Business Development Support:** Provide technical assistance, mentorship, and business education to small and emerging businesses, enabling them to start, stabilize, and grow.
- **Community Engagement:** Foster collaboration among local stakeholders, Tribal partners, service providers, and economic development organizations to align resources and strengthen regional impact.
- **Workforce Development:** Deliver workforce and entrepreneurship training that equips residents with skills applicable to modern rural economies, including but not limited to agriculture-related careers.

Key Components:

- **Incubation and Coworking Access:** Shared access to workspace, business support services, and networking opportunities through multiple rural business hubs and community facilities.
- **Training and Education Programs:** Workshops, demonstrations, and education broadcasting focused on business readiness, workforce skills, and sector-specific opportunities.
- **Mentorship and Technical Assistance:** Guidance from experienced professionals to support business planning, operations, value-added production, and workforce development
- **Resource Navigation:** Assistance in identifying and accessing capital, funding opportunities, and partner programs that support long-term business sustainability.

This initiative strengthens rural economic resilience by supporting entrepreneurs, expanding workforce capacity, and improving access to business development services across San Juan County. Through flexible, multi-site delivery and strategic partnerships, the program advances inclusive economic growth and serves as a scalable model for rural development.

4. Development or Financing of Small & Emerging Private Businesses - §4280.417(b)(2) [Describe how grant funds will be used to finance and/or develop Small and Emerging Businesses in Rural Areas. Supporting documentation may be included in Appendix E]

The USDA Rural Business Development Grant funds will be strategically allocated to support the development of small and emerging businesses in rural areas within San Juan County, Utah, and surrounding Tribal and rural communities. The primary objective of this project is to promote economic growth and resilience through business development services, workforce training, and technical assistance that support entrepreneurs and small businesses across multiple rural industry sectors.

Grant-funded activities will focus on building business readiness and capacity through training, mentorship, and technical assistance tailored to the needs of rural entrepreneurs. Services will support businesses at various stages of development, helping them improve operations, access markets, strengthen workforce skills, and pursue sustainable growth opportunities. While agriculture and food-related enterprises remain an important focus area, the program is designed to serve a broader range of small and emerging businesses, including trades, tourism, artisan enterprises, and service-based businesses. Educational programming and technical assistance will be delivered through workshops, demonstrations, and partner-supported training opportunities. Topics may include business planning, regulatory navigation, workforce development, value-added production, and access to available resources and funding programs. Technical assistance will be structured to meet businesses where they are in their development and help them progress to the next stage of growth.

One area of emphasis will include supporting business readiness and coordination related to local and regional food systems. Activities may include planning-level support, stakeholder coordination, and educational workshops that help small and emerging businesses better understand distribution pathways, market access, and supply chain considerations. These efforts focus on strengthening business decision-making and operational capacity rather than the construction or operation of physical distribution infrastructure.

In addition, the project will support culturally grounded programming related to Indigenous agriculture and traditional knowledge. This may include documentation, community-based workshops, and educational activities that preserve and share Indigenous agricultural practices while supporting entrepreneurship and economic participation. These activities will be delivered across multiple rural and Tribal locations to ensure broad access and community relevance.

Workforce and entrepreneurship training programs will also be implemented to strengthen the local labor pipeline. These programs may include workshops, apprenticeships, certifications, and skill-building opportunities designed to support both business owners and workers. By investing in human capital, the project will help ensure that small and emerging businesses have access to a skilled workforce capable of supporting long-term sustainability and competitiveness.

Overall, the strategic use of grant funds will support the development of small and emerging businesses by providing technical assistance, workforce training, and education that strengthen rural economic participation. This flexible, countywide approach allows the program to respond to evolving community needs while remaining aligned with Rural Business Development Grant eligibility requirements and performance outcomes.

Pass Thru Prohibition §4280.423(m)(4)

[To prevent the grant funds from being classified as “Pass Thru” please provide a description of how the grantee (applicant) will establish and charge benefitting businesses (ultimate recipients) for the “fair market use” of the equipment.]

Grant funds are not passed directly to benefit businesses. Any access to facilities, equipment, or training resources supported by this grant is provided through fair market use arrangements that are consistent with standard operating practices of participating facilities.

Facilities utilized under this project operate as open-access business hubs and community training spaces. Businesses and participants access coworking space, training rooms, shared equipment, and program services through established fee structures, memberships, or program participation requirements that reflect fair-market value. These fees are paid directly to the facility operators and are not subsidized or offset on a per-business basis using grant funds.

Grant funds support the availability and coordination of shared facilities and resources necessary to deliver grant-funded business development services, workforce training, and technical assistance. Use of facilities and equipment is limited to program-related activities and is available broadly to eligible participants rather than dedicated to individual businesses.

Any sector-specific programming, including agriculture-related training or demonstrations, is delivered as education and technical assistance and does not involve the transfer of equipment or infrastructure ownership to participating businesses. All training activities are structured to comply with pass-through prohibitions and Rural Business Development Grant requirements.

Basis for Project Success or Failure §4280.417(c)

[C] Project Elements: [Describe the major elements of the project]

The major elements of the project include:

- The development of vertical farming initiatives
- Agriculture and Food Systems Education
- Indigenous Agriculture and Cultural Knowledge preservations programs
- Countywide Service Delivery Through Shared Facilities
- Workforce and Entrepreneurship Training that include programing for young farmers and ranchers

Each component is tailored to meet specific community needs and is implemented in coordination with local partners, including Tribal governments, educational institutions, and workforce organizations.

Proposed Scope of Work - §4280.427(c)

3.1 Project Description – Opportunity Projects §4280.417(a)(1) or Enterprise Projects §4280.417(a)(2) *[Describe the project type: Technical Assistance, Revolving Loan Fund, Industrial Site or Business Opportunity]*

This project is an Enterprise / Technical Assistance initiative designed to support the development of small and emerging businesses in rural areas within the Four Corners Region. Led by San Juan County Economic Development, the project focuses on business development, workforce training, and technical assistance that strengthen business readiness, operational capacity, and entrepreneurship.

Agriculture and farming remain key application areas of the project, including education, feasibility, and early-stage framework development related to agricultural production systems and food systems. Activities emphasize training, planning, and capacity-building rather than construction or permanent infrastructure.

The project is structured to serve rural and Tribal communities across the Four Corners Region through countywide, multi-site delivery. Services are provided through shared facilities, rural business hubs, community centers, and partner locations to ensure broad access for geographically dispersed communities.

3.2 Project Activities and Timeline

[Detail the key project activities to be accomplished and identify corresponding timeframes for each task.]

The project will be implemented through a series of coordinated activities designed to support small and emerging businesses, farmers, ranchers, and rural entrepreneurs across the Four Corners Region.

Activities emphasize training, technical assistance, and early-stage framework development.

Key project activities include:

- Vertical Farming and Agricultural Framework Development:
Educational activities, demonstrations, and planning-level support related to vertical farming and agricultural production systems that support small and emerging agricultural businesses.
- Agriculture and Food Systems Education:

Workshops and training that strengthen business decision-making, operational planning, and market readiness for agricultural and food-based enterprises.

- **Indigenous Agriculture and Cultural Knowledge Programming:**
Community-based workshops, documentation, and educational activities that preserve and share Indigenous agricultural practices while supporting entrepreneurship and economic participation.
- **Workforce and Entrepreneurship Training:**
Training and technical assistance for farmers, ranchers, and other rural business owners, including programming for young farmers and ranchers.
- **Countywide Service Delivery Through Shared Facilities:**
Delivery of grant-funded training, technical assistance, and education through rural business hubs, coworking spaces, community centers, and partner facilities across the region.

3.2 Project Duration

[Outline the months of project duration – explain (if applicable) any major breaks between activity points.]

Timeline:

Project activities will occur over a 12-month period beginning shortly after grant approval. Training sessions, workshops, and technical assistance will be delivered on a rolling basis throughout the project term.

3.2 Project Duration

[Outline the months of project duration – explain (if applicable) any major breaks between activity points.]

The project period will run from October 1, 2025, through September 30, 2026, consistent with the approved performance period outlined in the grant agreement. The project is expected to span 12 months, with activities occurring continuously throughout the performance period. There are no anticipated significant breaks between activity points, allowing for steady implementation of training, technical assistance, and business development activities.

4.2 Project Benefits

[Explain the benefits of the proposed project. Supporting documents can be inserted in Appendix E]

The proposed project offers a multitude of benefits aimed at fostering economic growth, sustainability, and resilience in the rural areas of the Four Corners Region, specifically focusing on San Juan County, Utah, the Ute Mountain Reservation, the Northern Navajo Nation, and Kayenta Township. Here are the key benefits:

- **Strengthened Small and Emerging Businesses:**
Increased access to business development services, technical assistance, and training that support entrepreneurs, farmers, and ranchers in improving business readiness, operational capacity, and long-term sustainability.
- **Expanded Agriculture and Food Systems Education:**
Educational programming and demonstrations that support agricultural businesses through training, feasibility, and early-stage framework development related to farming and food systems.
- **Preservation of Indigenous Agricultural Knowledge:**
Culturally grounded workshops, documentation, and education that preserve and share Indigenous agricultural practices while supporting economic participation and entrepreneurship in Tribal communities.
- **Workforce and Entrepreneurship Development:**
Workforce and entrepreneurship training, including programming for young farmers and ranchers, that strengthen skills applicable to modern rural economies and support local workforce pipelines.
- **Countywide and Regional Access to Services:**

Multi-site delivery of grant-funded activities through shared facilities, rural business hubs, community centers, and partner locations, ensuring equitable access across geographically dispersed rural and Tribal communities.

a. Project Budget Summary

Summarize the total project budget by task. Project should reasonably be completed within 1 full year after it has begun.

Insert additional rows as needed.

Activity #	Task Name and Description	Start Date	End Date	RBDG Funds	Supplemental Funds	Total Project Costs
0.00	Facilities, Coworking, and Connectivity – Shared use of rural business hubs, coworking spaces, training rooms, and internet connectivity to support countywide delivery of training and technical assistance.	Oct 1, 2025	Sep 30, 2026	\$16,300	\$00.00	\$16,300
1.0	Vertical Farming & Agricultural Framework Development – Education, demonstrations, planning-level support, and limited shared equipment to support early-stage agricultural business development.	Oct 1, 2025	Sep 30, 2026	\$3,000	\$00.00	\$3,000
2.0	Indigenous Agriculture & Cultural Knowledge Programming – Community-based workshops, documentation, and educational activities delivered across rural and Tribal communities.	Oct 1, 2025	Sep 30, 2026	\$7,000	\$00.00	\$7,000
3.0	Workforce & Entrepreneurship Training – Workforce and entrepreneurship training, including programming for young farmers and ranchers.	Oct 1, 2025	Sep 30, 2026	\$9,700	\$00.00	\$9,700
4.0	Farming & Agriculture Education Programs – Agriculture and food systems education, workshops, and training	Oct 1, 2025	Sep 30, 2026	\$7,000	\$00.00	\$7,000

	to strengthen business decision-making and operational capacity.					
5.0	Technical Assistance & Business Development Support – One-on-one and group technical assistance to support small and emerging businesses across the Four Corners Region.	Oct 1, 2025	Sep 30, 2026	\$20,000	\$00.00	\$20,000
	TOTAL PROJECT			\$	\$63,000	\$63,000

a. Task Budget Format

Provide a budget table for **each task** that will be completed for **each main activity** listed above. *Add additional task tables as needed.*

Task #0 – Facilities, Coworking, and Connectivity

Task #0 Budget Categories	RBDG Funds	Supplemental Funds	Total Project Costs
Personnel	\$0.00		
Fringe Benefits	\$0.00		
Travel	\$0.00		
Supplies	\$0.00		
Contractual	\$16,300		\$16,300
Total	\$16,300	\$	\$16,300

Contractual costs include: fair-market facility rentals, coworking access, training space use, and internet connectivity at shared rural business hubs and partner facilities.

Task #1 – Vertical Farming & Agricultural Framework Development

Task #1 Budget Categories	RBDG Funds	Supplemental Funds	Total Project Costs
Personnel	\$0.00		
Fringe Benefits	\$0.00		
Travel	\$0.00		
Supplies	\$2,000		\$2,000
Contractual	\$1,000		\$1,000
Total	\$3,000	\$	\$3,000

Supplies include: shared-use vertical farming and agricultural training equipment, instructional materials, and demonstration tools used for education and feasibility activities. USU partnership up to \$3,000

Task #2 – Indigenous Agriculture & Cultural Knowledge Programming

Task #2 Budget Categories	RBDG Funds	Supplemental Funds	Total Project Costs
Personnel	\$0.00		\$0.00
Fringe Benefits	\$0.00		\$0.00
Travel	\$1000		\$1000
Supplies	\$500		\$500
Contractual	\$5,500		\$5,500
Total	\$7,000	\$	\$7,000

Contractual costs include: facilitators, cultural educators, and program delivery support.
Supply costs: for program supplies and snacks. *USU partnerships up to \$7,000*

Task #3 – Workforce & Entrepreneurship Training

Task #3 Budget Categories	RBDG Funds	Supplemental Funds	Total Project Costs
Personnel	\$0.00		\$0.00
Fringe Benefits	\$0.00		\$0.00
Travel	\$1,000		\$1,000
Supplies	\$700		\$700
Contractual	\$8,000		\$8,000
Total	\$9,700	\$	\$9,700

Contractual costs include: trainers, facilitators, and workshop delivery support.
Supplies include: training materials and instructional resources.

Task #4 – Farming & Agriculture Education Programs

Task #4 Budget Categories	RBDG Funds	Supplemental Funds	Total Project Costs
Personnel	\$0.00		\$0.00
Fringe Benefits	\$0.00		\$0.00
Travel	\$1000		\$1,000
Supplies	\$2,500		\$2,500
Contractual	\$3,500		\$3,500
Total	\$7,000	\$	\$7,000

Contractual costs include: instructors and workshop facilitation.
Supplies include: curriculum materials and instructional tools, seeds, gardening supplies.
Related materials to education programming, and snacks. *USU partnerships up to \$7,000*

Task #5 – Technical Assistance & Business Development Support

Task #5 Budget Categories	RBDG Funds	Supplemental Funds	Total Project Costs
Personnel	\$0.00		\$0.00
Fringe Benefits	\$0.00		\$0.00
Travel	\$0.00		\$0.00
Supplies	\$0.00		\$0.00
Contractual	\$20,000		\$20,000
Total	\$20,000	\$	\$20,000

Contractual costs include: business advisors, consultants, and technical assistance providers. *USU partnership up to \$12,000*