

SAN JUAN COUNTY COMMISSION

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

MEMORANDUM OF UNDERSTANDING

Between San Juan County and Weber State University's Wildcat MicroFund

This **Memorandum of Understanding (MOU)** is made and entered into on February 18, 2025, by and between **San Juan County**, hereinafter referred to as "County," and **Weber State University's Wildcat MicroFund**, hereinafter referred to as "WMF."

I. PURPOSE

The purpose of this MOU is to establish a partnership between San Juan County and Weber State University's Wildcat MicroFund to support entrepreneurial and economic development initiatives within San Juan County and also provide services to the Indigenous Nations within the region.

This initiative is **funded by the Economic Development Administration (EDA) grant**, under which **San Juan County has been selected as a subgrant recipient**. Both parties acknowledge their obligation to fulfill the grant's **objectives**, **reporting requirements**, **and performance metrics**, as outlined in the **Scope of Work (attached as Exhibit A)**.

This partnership aims to:

- 1. Expand **entrepreneurial resources**, **mentorship**, **and business support** to underrepresented rural and Indigenous communities.
- 2. Establish a **Regional Coordinator** to provide **in-person technical assistance** and increase access to funding opportunities.
- 3. Ensure the alignment of this initiative with regional Comprehensive Economic Development Strategy (CEDS) plans and San Juan County's Economic Development Strategy.
- 4. Support **early-stage entrepreneurs in accessing technical assistance and resources** for business growth.

II. TERM

This MOU will remain in effect until the execution of a subcontract between the parties, or one year from the full execution of this MOU, whichever occurs first.

III. FUNDING & MATCH COMMITMENT

San Juan County agrees to provide the required match as follows:

Year	San Juan County In-Kind Contribution	Weber State University Contribution	Total Contribution
2025	\$60,800	\$33,000	\$93,800
2026	\$60,800	\$33,000	\$93,800
2027	\$60,800	\$33,000	\$93,800
Total	\$182,400	\$99,000	\$281,400

San Juan County agrees to **disburse funds** to support the hiring and management of a **Regional Coordinator Position** to implement and oversee the expansion of Wildcat MicroFund activities.

San Juan County will oversee and determine the hiring and selection process for this position, ensuring alignment with county priorities and regional needs. All procurement actions will comply with federal procurement standards outlined in 2 CFR § 200.318 through § 200.327.

IV. RESPONSIBILITIES OF SAN JUAN COUNTY

San Juan County agrees to:

- 1. **Provide in-kind contributions totaling \$60,800 annually**, including:
 - Bear Center: Access to business hubs in La Sal and White Mesa, Utah, valued at \$21,000 annually.
 - Tsé Bii' Ndzisgaii Community Center, Oljato-Monument Valley, Utah: In-kind contribution of \$24,000 annually.
 - Monticello Coworking Space, Monticello, Utah: Managed by San Juan County, contributing an in-kind value of \$10,000 annually.
 - Economic Development Manager: 10% of their time and effort, valued at \$5,800 annually.
- 2. Hire and oversee the Regional Coordinator to facilitate program implementation.
- 3. **Ensure equitable access to Wildcat MicroFund resources** for businesses and entrepreneurs within San Juan County and Indigenous communities.
- 4. Facilitate connections between the Wildcat MicroFund and Small Business Development Centers (SBDCs), Chambers of Commerce, and economic development agencies.
- 5. **Promote Wildcat MicroFund resources**, expanding awareness and participation among rural and Indigenous entrepreneurs.
- 6. **Lead the marketing and outreach efforts** to ensure that businesses in the region are aware of and can access the program.

V. RESPONSIBILITIES OF WEBER STATE UNIVERSITY (WILDCAT MICROFUND)

Weber State University's Wildcat MicroFund agrees to:

- 1. **Provide \$33,000 annually** for three years (2025–2027) to support the **Technical Assistance** position (Regional Coordinator) in San Juan County.
- 2. **Develop customized training and mentorship programs** for entrepreneurs in San Juan County and Indigenous communities.
- 3. Administer and distribute MicroFund awards to qualifying entrepreneurs.
- 4. **Provide access to Weber State's online entrepreneurship programs**, including certificates, associate degrees, and minors in entrepreneurship.
- 5. **Support the Regional Coordinator** in executing outreach, training, and program implementation efforts.

VI. INVOICING & PAYMENT TERMS

- 1. **Invoice Processing:** Weber State University (WMF) agrees to process all invoices submitted by San Juan County within **30 days of receipt**.
- 2. **Payment Disbursement:** Payments will be made by Weber State University directly to **San Juan County** in accordance with the agreed-upon invoicing schedule and scope of work.
- 3. **Submission Requirements:** San Juan County will submit invoices to the designated Weber State University contact, including all necessary supporting documentation, to facilitate timely processing. Which will be clearly stated in the Subcontract Agreement.
- 4. **Late Payment Resolution:** If payment is delayed beyond 30 days, Weber State University will notify San Juan County in writing with a status update and expected payment date.

VII. REPORTING & COMPLIANCE

Both parties agree to the following reporting requirements:

- Semiannual Reports due on April 30th and October 30th.
 - Funding utilization and program impact.
 - Outreach efforts and number of businesses served.
 - Effectiveness of the Regional Coordinator in meeting program objectives.
- **Final Report** summarizing:
 - Overall impact of the Wildcat MicroFund expansion in San Juan County.
 - Recommendations for sustainability beyond the grant period.

VIII. AMENDMENTS

Any modifications or amendments to this MOU must be **mutually agreed upon in writing** by both parties.

IX. SCOPE OF WORK ATTACHMENT

The **Scope of Work submitted under the EDA grant** is attached to this MOU as **Exhibit A**, detailing all objectives, performance metrics, and implementation strategies required under this partnership.

X. GENERAL PROVISIONS

- 1. **Non-Binding Agreement** This MOU is a statement of mutual understanding and cooperation between the parties. It does not create legally binding obligations but establishes the framework for collaboration. This MOU may not be relied upon as the basis of a contract by estoppel. Such a binding agreement will arise only when all material terms have been set forth in a definitive written agreement (or sets of agreements) executed by all parties (hereinafter referred to as the "Subcontract Agreement"). Neither the expenditure of funds nor the undertaking of actions consistent with this MOU shall be regarded as the partial performance of a binding agreement or entitle the party expending funds or taking action to assert claims for reimbursement or damages (whether direct, indirect, consequential, incidental, punitive, special, or reliance damages, at law or at equity, however caused, whether for breach of contract, negligence or under any other legal theory) against the other party relating to such expenditure of funds or actions.
- Compliance with Federal and State Laws Both parties will adhere to applicable federal, state, and local laws, including but not limited to EDA grant compliance, federal procurement standards (2 CFR § 200.318 - § 200.327), and financial reporting requirements.

XI. SIGNATURES

By signing below, the parties acknowledge and agree to the provisions set forth in this MOU.

SAN JUAN COUNTY

Signature	
Name	Silvia Stubbs

Title	Commission Chair
Date	
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WEBER ST	ATE UNIVERSITY (WILDCAT MICROFUND)
Signature	
Name	James Taylor, Esq.
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Date	