

COMMUNITY REINVESTMENT SERVICES AGREEMENT

THIS COMMUNITY REINVESTMENT SERVICES AGREEMENT (the “**Agreement**”) is entered into this 18th day of June, 2024, (the “**Effective Date**”) by and between the Utah Association of Counties (“**UAC**”) whose address is 5397 South Vine Street, Murray, Utah 84107, and San Juan County Community Reinvestment Agency, (the “**Agency**”), whose corporate address is 117 South Main St, P.O. Box #9, Monticello, Utah 84535. UAC and the Agency are sometimes referred to collectively as the “**Parties**” and individually as a “**Party**”.

The Parties agree that the following recitals are true and accurate to the best of their knowledge.

RECITALS

A. UAC is a Utah non-profit corporation organized and operated pursuant to the Utah Nonprofit Corporation Act and the Cooperative Association Act. UAC is a non-profit entity pursuant to section 501(c)(4) of the Internal Revenue Code. The primary purpose of UAC is to promote social welfare through better county government and, through cooperative and mutual efforts, maintain counties as an essential part of the government structure. Another purpose of UAC is to provide administrative support to counties in delivering services required by law and to pool resources for counties to provide such services where there is a benefit to doing so.

B. The San Juan County Community Reinvestment Agency was created by San Juan County (the “**County**”) (a body corporate and politic of the State of Utah) pursuant to the provisions of, and the Agency continues to operate under Title 17C of the Utah Code, the Limited Purpose Local Government Entities-Community Reinvestment Agency Act and its predecessor statutes (the “**Act**”) for the purposes of conducting urban renewal, economic development, community development, and community reinvestment activities, as contemplated by the Act.

C. As a UAC member in good standing, San Juan County and the Agency are eligible to utilize the UAC Community Reinvestment Services. The Officers of UAC are elected officials from member counties, including the County itself. The Directors of UAC are officials employed by Utah counties, including perhaps the County or Agency itself.

D. The Parties recognize that the Community Reinvestment Services that are subject of this Agreement fall within the purpose of UAC, and that having such services provided by UAC to the Agency would promote social welfare, improve county government, and be economically advantageous for the County and citizens.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Community Reinvestment Services to Be Provided by UAC to the Agency.

During the term of this Agreement, UAC shall provide (or cause to be provided) the following community reinvestment services ("CRA Services") to the Agency:

- A. Management of the Agency's existing project areas, including compliance with mandatory annual reporting.

- B. Assist with Stakeholder Engagement. Identify and engage key stakeholders. Facilitate public meetings and workshops to gather input and address concerns.

- C. Assist the various elected offices of San Juan County with their responsibilities as it relates to the calculation of tax rates, tax increment, and reporting requirements associated with project areas.

- D. When necessary, and as requested by the Agency, communicate with project area developers, legal counsel, and other representatives on the county's behalf.

- E. Manage the creation of new community reinvestment project areas, including drafting the plan and budget for new project areas, assisting in the negotiations with taxing entities, assisting with document creation, meeting facilitation, and finalizing the project area.

UAC has no obligations to provide services that are outside the reasonable scope of the CRA Services outlined above.

2. Fees. In return for the services identified in items 1A-D above, the Agency shall pay UAC a base fee of \$5,000, plus \$1,500 per project area, annually for existing project areas. For services identified in 1E, the Agency shall pay UAC a base fee of \$25,000. On behalf of the Agency, UAC will make reasonable efforts to negotiate a cost reimbursement agreement with any potential developer to recover this cost. All payments shall be made via check or electronic transfer (with transfer instructions to be provided by UAC) to the "Utah Association of Counties."

3. **Expenses.** The Agency shall reimburse UAC, as follows for certain expenses it incurs in providing the CRA Services.

A. Any unforeseen expenses incurred by UAC in providing CRA Services must be approved by the Agency in writing in advance.

B. Requests for reimbursement shall be submitted in writing by UAC to the Agency within a reasonable period of time after the expense has been incurred. Once an expense has been submitted to the Agency, it shall have 30 days to; a) pay the amount requested, b) deny the request, or c) pay so much of the request as it deems reasonable. If the Agency elects b) or c), it shall provide a written rationale for its decision to UAC. Requests for reimbursement will not be accepted by the Agency more than 30 days after the termination of the Agreement. Failure by the Agency to reimburse reasonable expenses incurred by UAC, according to the terms of this paragraph, shall constitute a material breach of this Agreement.

4. Term, Termination and Breach of the Agreement.

A. Term. The term (“Term”) of this Agreement shall be July 1, 2024 through June 30, 2027 and may be renewed an additional three-years by amendment.

B. Renewal. The agreement may be renewed at the options of the Parties, but neither shall have any obligation to renew the Agreement or otherwise negotiate a new agreement.

C. Termination. This Agreement shall renew automatically, unless terminated by the Parties in writing, at the end of the Term. During the Term, either Party may terminate the Agreement, with or without cause, upon thirty (30) days written notice. If the Agency terminates the Agreement without cause during, but before, the end of the Term, no portion of the Annual Fee is refundable, and the Agency is obligated to make any remaining installment payments to UAC. If UAC terminates this Agreement before the end of the Term without cause, it shall refund the Agency a prorated portion of the Annual Fee that has been paid, based on the number of remaining months left in the Term. For purposes of this paragraph, “without cause” means that the non-terminating Party has not materially breached the Agreement, or, if it has, it timely cured the breach as provided herein.

D. Breach. If either Party believes the other has materially breached its obligations under this Agreement, it shall provide written notice to the other Party of the alleged breach and allow that Party ten days from the date of the written notice to cure the breach. If the other Party does not cure the breach within ten days, the non-breaching Party may terminate this Agreement immediately through written notice to the other Party. If any legal proceedings occur as a result of an alleged breach by one of the Parties, the prevailing Party is entitled to an award of all reasonable expenses and fees (including reasonable attorney fees) it incurred as a result of the breach or the allegation of breach.

5. UAC as an Independent Contractor. The relationship of UAC to the Agency under this Agreement shall be that of an independent contractor. No agent, employee or servant of UAC or the Agency shall be deemed to be an employee, agent, or servant of the other Party as a result of this Agreement. None of the benefits provided by each Party to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party by virtue of this Agreement. UAC and the Agency shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. UAC and the Agency shall each make commercially reasonable efforts, where appropriate, to inform third parties that UAC is acting as an independent contractor. Nothing herein shall create a partnership or joint venture relationship between the Parties.

6. Conflicts of Interest. The Parties acknowledge, as noted above, that officials from the County or Agency (either elected officials and/or employees) may also serve as officers and/or directors of UAC. In addition, officials from the County or Agency may serve on committees of UAC. As long as such County or Agency officials fully disclose their involvement with the County or Agency to UAC, and their involvement with UAC to the County or Agency, the fact that such individuals are serving in multiple roles shall not, in and of itself, give rise to a conflict of interest that would, in any way, impede the enforceability of this Agreement. If either Party believes that an agent of the County or Agency is involved in a UAC role (i.e., board member, committee member, etc.), such that his or her role with UAC created a conflict of interest that materially jeopardizes either Party's performance of its obligations under this Agreement, that Party shall promptly provide written notice of such conflict of interest to the other Party.

7. Miscellaneous Provisions

A. Each person signing below represents and warrants (a) that he/she is authorized to execute this Agreement for and on behalf of the Party

for whom he/she is signing, (b) that such Party shall be bound in all respects hereby, and (c) that such execution presents no conflict with any other agreement of such Party.

B. This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof, and there are no representations, warranties, or agreements, or any conditions contingencies, whether express or implied, or oral or written, except as set forth herein. This Agreement may be modified only in writing executed by the Parties.

C. No assignment or delegation of this Agreement or of any of the rights or obligations hereunder by any Party hereto shall be valid without the prior written consent of the other Party or Parties.

D. This Agreement shall be governed by the laws of the State of Utah. Any litigation arising out of this Agreement shall be conducted in applicable courts in Salt Lake County, Utah, and the Parties expressly agree and consent to such jurisdiction and venue.

E. This agreement shall be constructed as if equally drafted by the Parties, and no rules of strict construction against any Party shall be applied.

F. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision(s) shall be limited or eliminated only to the extent necessary to remove such invalidity, illegality, or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

G. All written notices or communications required or permitted to be given under this Agreement shall be sufficient if delivered personally, via email, or mailed postage prepaid by first class, registered or certified mail posted in the United States and addressed as identified in the opening paragraph of the Agreement. Such notices or communications shall be treated as being effective when delivered, if delivered personally, or by email. If sent by mail, they shall be treated as being effective at the earlier of actual receipt or seventy-two (72) hours after the same has been deposited in a regularly maintained receptacle for the deposit of United States mail.

Notice to UAC shall be delivered to:

Utah Association of Counties
Attn: Brandy Grace
5397 South Vine Street
Murray, Utah 84107

Notice to the Agency shall be delivered to:

San Juan County Community Reinvestment Agency
117 South Main St
PO Box #9
Monticello, Utah 84535

IN WITNESS WHEREOF, the Parties have voluntarily executed this Agreement as of the day and year stated above.

UTAH ASSOCIATION OF COUNTIES, INC.

Brandy Grace, CEO

SAN JUAN COUNTY COMMUNITY REINVESTMENT AGENCY

Jamie Harvey, Chair