

STANDARD SERVICE PROVIDER CONTRACT

This standard service provider contract is between San Juan County, a political subdivision of the State of Utah, and the following person or entity (the “Service Provider”):

Service Provider:	ETJLaw, Inc.	Contact Phone Number:	801-520-5333
Contact Person:	Eric Johnson	Contact Email Address:	eric@publicprivatelaw.com
Address:	P.O. Box 831 Pleasant Grove, Utah 84062	Type of Service:	San Juan County Bond Counsel Services

San Juan County desires to obtain the services of a professional and competent service provider to provide the contractual services under this contract.

The Service Provider, who has represented to San Juan County that it is a competent and experienced service provider, desires to provide the contractual services under this contract.

Whereas, the Service Provider responded to the December 28, 2023 Request for Proposal, issued for the contracted services to perform Bond Counsel Services for San Juan County Municipal Building Authority for the issuance of Non-Voted Lease Revenue Bond, Series 2024; and

Whereas, based on the response to the Request for Proposal, ETJ Law, Inc. is the apparent most responsive and responsible proposal; and

Whereas, a Notice of Award was entered into and executed on January 21, 2024 for these services described in the Scope of Work in the Request for Proposal; and

The parties therefore agree as follows:

1. Scope of Services. The Service Provider agrees as follows:

It is anticipated that a full complement of professional bond counsel services shall be provided by the Service Provider for the issuance of a Lease Revenue Bond, Series 2024 for the Renovation and Expansion of the San Juan County Public Safety Building located in Monticello, Utah. In conjunction with the requirements of the Utah Permanent Community Impact Fund Board Loan and Grant Funding to the Local Building Authority of San Juan County, State of Utah. These services shall include, but not necessarily be limited to, those outlined as follows:

- Consultation and Coordination with San Juan County Chief Administrative Officer, County Clerk/Auditor and County Attorney in preparation of the Bonding Documents and preparation of said documents.
- Creation of necessary Bonding Documents including notices and collection of appropriate signatures.
- Coordination with the Community Impact Fund Board’s Bond Attorney, Bill Prater.
- Bonding Documents include, but are not limited to Resolutions, Master Resolutions, Lease Agreements, Deeds, Bond Counsel Opinions, Certificates, Policies, Opinions and Agreements.
- Final preparation and culmination of the Transcript of Proceedings in both bound and digital formats.

2. Compensation.

- A. Upon the Service Provider’s completion of its duties under section 1 of this contract, San Juan County will pay the Service Provider in accordance with hourly rate of \$150.00 an hour with a not to exceed contracted amount of \$6,000 (Six Thousand Dollars and No/100) as indicated in “Exhibit A” Proposal.
- B. San Juan County shall mail its payment to the Service Provider within 30 days after the Service Provider completes its duties under section 1 of this contract, unless the parties agree, in writing, to alternative payment arrangements.
- C. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to Service Provider.
- D. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
- E. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by San Juan County to the Service Provider.
- F. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.

3. Effectiveness, Date, and Termination. This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on December 30, 2024 at 11:59 p.m.

San Juan County, at its discretion, may utilize the Service Provider's services either routinely, infrequently or on an as needed basis, depending on workflow and based on citizen's needs.

4. Early Termination.

- A. San Juan County may terminate this contract if outsourcing this service becomes fiscally not advantageous to the County, due to cost savings, or annual appropriations, as part of San Juan County's annual public budgeting process if appropriations are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that San Juan County's notice is effective under section 8.
- B. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County's notice is effective under section 8.
- C. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County's notice is effective under section 8.
- D. San Juan County may terminate this contract, which termination will be effective at the time San Juan County's notice is effective under section 8, if:
 - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
 - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
- E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.

5. Warranties.

- A. The Service Provider warrants to San Juan County that:
 - (1) All materials and equipment furnished under this contract shall be:
 - (a) New;
 - (b) Under manufacturer's warranty;
 - (c) Of reasonable quality; and
 - (d) Free from faults and defects; and
 - (2) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards; and
 - (c) Conform to codes, regulations, and laws.
 - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party.
- B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County's notice is effective under section 8.
- C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after San Juan County's notice is effective under section 8.
- D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, apply to this contract.
- E. The Service Provider shall assign and deliver to San Juan County all manufacturers' warranties relating to the materials and equipment furnished under this contract as soon as reasonably possible, but in no event later than 10 days after this contract terminates.

6. Insurance. The Service Provider shall maintain for the duration of this contract and for six years after the termination of this contract, the following types of insurance:

- A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
 - (1) Each occurrence - \$1,000,000.00;
 - (2) Damage to Rented Premises - \$300,000.00;
 - (3) Medical Exp. (Any one person) - \$5,000.00;
 - (4) Personal and Adv. Injury - \$2,000,000.00;

- (5) General aggregate - \$2,000,000.00; and
- (6) Products – Comp/Op aggregate - \$2,000,000.00;
- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers Compensation and Employers’ Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers’ Liability insurance policy, the Service Provider shall provide San Juan County with the applicable state issued waiver.

For the duration of this contract and for six years after the termination of this contract, San Juan County may request the Service Provider to provide San Juan County with certificates or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the “Certificates/Records”). If the Service Provider fails to provide San Juan County with the requested Certificates/Records within three business days of San Juan County’s request, San Juan County may immediately terminate this contract. If the Service Provider fails to have the insurances required by this contract, San Juan County may immediately terminate this contract.

- 7. **Indemnification.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) against San Juan County, San Juan County’s officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees (“San Juan County Indemnitees”) that arises out of this contract or the acts or omissions of Service Provider (each, a “Claim”), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest (“Loss”) and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements (“Litigation Expense”) (Loss and Litigation Expense means “Indemnifiable Losses”) arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.
- 8. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

<u>San Juan County</u>	<u>Service Provider</u>
San Juan County Attn: Mack McDonald PO Box 9 Monticello, UT 84535	With a copy to: San Juan County Attn: Attorney’s Office PO Box 9 Monticello, UT 84535
	ETJLaw, Inc. P.O.Box 831 Pleasant Grove, Utah 84062

- 9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County, and, thus, have no right to and shall not be provided with any San Juan County benefits.
- 10. **Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
- 11. **Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
 - A. Any discretion granted under this contract;
 - B. Any right to satisfy a condition under this contract;
 - C. Any remedy under this contract; or
 - D. Any obligation imposed under this contract.

Any purported transfer in violation of this section will be void.

- 12. **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
- 13. **Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes

all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.

14. Governing Law; Exclusive Jurisdiction. Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.

15. Severability. The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:

- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
- B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

16. Counterparts, Digital Signatures, and Electronically Transmitted Signatures. If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

Each party is signing this contract on the date below the party's signature.

<p>SAN JUAN COUNTY</p> <p>By: _____ Jamie Harvey, Chair San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Lyman Duncan San Juan County Clerk/Auditor Date: _____</p>	<p>ELJLAW, INC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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EXHIBIT A
PROPOSAL

Attachment B

San Juan County RFP Form

Respondent Information: Provide the following information about yourself and your company.

Respondent Name: ETJLaw, Inc.

Address: P.O. Box 831, Pleasant Grove, Utah 84062 (9992 N. 4000 W., Cedar Hills, UT 84062)

City: Cedar Hills State: Utah Zip: 84062

Business Structure:

Individual or Sole Proprietorship

Partnership

Corporation

Limited Liability Company

Other, list business structure _____

Insurance Certificate: Copy of insurance certificate, or **We are willing to provide an insurance certificate if selected.**

Contact Information: List the one person who San Juan County or their representative may contact concerning your proposal.

Name: Eric Johnson

Telephone Number: 801-520-5333


E-mail: eric@publicprivatelaw.com

Final Bid/Pricing Structure

\$150 per hour

\$6,000 maximum total price for all bond counsel work to issue the lease revenue bonds.

By submitting this proposal, Eric Johnson hereby certifies our willingness to enter into a contract with San Juan County, if selected.

Signature:  Date: January 5, 2024

Mr. Johnson and Mr. Yellowhorse have been bond counsel on literally hundreds of bonds purchased by the Community Impact Board. We routinely coordinate with its special bond counsel, Mr. Bill Prater. Our attorneys have served as bond counsel to numerous other rural Utah counties, including Rich County, Box Elder County, Daggett County, Uintah County, Duchesne County, Carbon County, Emery County and others. Most of these have been accomplished through a local building authority and the majority have been purchased by the Community Impact Board.

Over the last 5 years we have been bond counsel on the following lease revenue bonds involving a local building authority or for long established borrowers, a municipal building authority in which we issue an approving, unqualified opinion as sole bond counsel.

- LBA of Flaming Gorge EMS and Fire District \$227,000 Taxable Lease Revenue Bonds, Series 2023 for a fire station. In addition to the standard bonding process, this also involved annexing the Town of Manila into the Fire District and transferring the property for the fire station from Daggett County to the Fire District. The purchaser was the CIB.
- MBA of Carbon County \$1,434,000 Lease Revenue Bonds, Series 2021 for the Southeastern Utah Health Department Building. In addition to the standard bonding process this involved subleasing the building from the County to the Health Department. The purchaser was the CIB.
- MBA of Duchesne County \$3,949,000 Lease Revenue Bonds, Series 2021 for a library building. CIB was purchaser.
- MBA of the City of Duchesne \$165,000 Lease Revenue Bonds to expand fire station. Bonds are still in process and have not closed. CIB has authorized loan.
- LBA of Elmo Town \$374,000 Lease Revenue Bonds, Series 2020 to expand town hall and fire station. In addition to standard bonding process, the town hall and fire station was previously pledge for a prior bond and so amending documents were needed for the lease and bond authorization. CIB was purchaser.
- LBA of Emery County \$491,000 Lease Revenue Bonds, Series 2021 for energy research center. CIB was purchaser. Grant of \$7,000,000.
- LBA of Helper City \$232,000 Lease Revenue bonds, Series 2018 for fire truck. CIB was purchaser.
- LBA of Helper City \$519,000 Lease Revenue Bonds for public works building. Bonds are still in process and have not closed. CIB has authorized loan.
- LBA of Milford Area Healthcare Service District #3 \$150,000 Lease Revenue Bonds, Series 2018 for ambulance. CIB was purchaser
- LBA of Pinon Forest SSD \$170,000 Lease Revenue Bonds, Series 2021 for office building. CIB was purchaser.
- LBA of Rich County \$3,870,000 Lease Revenue Bonds, Series 2018 for road improvements. CIB was purchaser.
- MBA of Roosevelt City \$3,220,000 Lease Revenue Bonds, Series 2023 for sport complex. CIB was purchaser.
- LBA of Rocky Ridge Town \$1,145,000 Lease Revenue Bonds, Series 2023 for town hall and senior center. CIB was purchaser.
- LBA Town of Springdale \$3,616,000 Lease Revenue Bonds for filtration building. Bonds are still in process and have not closed. CIB has authorized loan.

- MBA of Uintah County \$990,000 Lease Revenue Bonds for road equipment. Bonds are still in process and have not closed. CIB has authorized loan.
- LBA of Upper County Recreation District (Altamont) \$714,000 Lease Revenue Bonds for rodeo facilities. Bonds are still in process and have not closed. CIB has authorized loan.
- LBA of Wales Town \$140,000 Lease Revenue Bonds, Series 2019 for public safety building expansion. CIB was purchaser.
- LBA of Wellington City \$218,000 Lease Revenue Bonds, Series 2020 for fire truck. CIB was purchaser.

We prepare all resolutions and documents related to the bond funding to ensure that we are able to issue an unqualified opinion on the bonds. We find that preparing the documents up front minimizes later delays. Under Utah law, the bonding process takes at least 30 days from start to finish. This is because public notice of intent to issue bonds and public notice of a public hearing are required, along with the noticed public hearing. This notice commences a 30-day contest period. While we can expedite the bonding process, usually it takes 45-60 days to complete the bonding process. However, most of the time the timing for closing on the bonds is dependent on the design and bidding of the building project. The bonding process usually advances faster than the design and bidding of the building. The CIB will require the building to be bid before it will close on the bonds. If the building is already designed and ready for bidding, then we can expedite the bonding process.

Since we began serving Blanding City as its general counsel in 2022, our interest in additional work in San Juan County has grown. We are backing that interest with a discounted proposal for our fees as bond counsel. We propose fees of \$150 per hour with a maximum total bond counsel fee capped at \$6,000. We do not charge for copies or calls or other administrative charges. \$6,000 is an all in maximum fee as bond counsel for your project. This discounted rate will be matched by a similar priority to your project. In short, we very much wish to work with San Juan County and pledge to make your project a top priority for our time and attention, as well as a top priority on discounted fees.

We are willing to enter into a contract with the County. We have read the RFP and agree to be bound by its terms and provisions. Our prices are firm and will not change, unless there is a change in the authorized funding by the CIB. We agree to the controlling law and venues in the RFP. We are attorneys licensed by the Utah State Bar. ETJLaw, Inc. is registered with the Utah Division of Corporations. We agree to the other terms of the RFP and note that in addition to the insurance provisions in the RFP, we also carry malpractice insurance on all our attorneys. We do not claim any protections under GRAMA.

A short resume for each of our attorneys is attached. You will note the exceptional performance of our attorneys in law school. In addition, two of our attorneys were elbow clerks to justices at the Utah Supreme Court where we assisted our respective justices in drafting judicial decisions. And, Joel Yellowhorse is trained as a civil engineer, which background proves to be very useful to our clients on matters related to buildings, land development, water, and all things touching natural resources.

Thank your for considering our proposal. Best wishes with your funding and your project.

All the Best,

A handwritten signature in blue ink, appearing to read "E. T. Johnson", with a long horizontal flourish extending to the right.

Eric Todd Johnson
Robert A. Patterson
Joel Yellowhorse

ERIC TODD JOHNSON

P.O. Box 831, Pleasant Grove, Utah 84062, cell is (801) 520-5333.

EXPERIENCE

- Bond Counsel on hundreds of public projects for essentially all types of public entities, such as cities, counties, school districts, interlocal agencies, local districts, special districts, municipal building authorities, etc. Sole Bond Counsel on more than 100 bond fundings purchased by the Utah Permanent Community Impact Fund Board. Listed in the Redbook as Nationally Recognized Bond Counsel in Utah since 2000.
- Assist communities surmount distressed financial situations, with experience in basically all types of public financings, from among the most sophisticated to the commonplace.
- Provide legal expertise on alternatives and legal formats to advance public projects, and to acquire fee title, easements, or other interests in real property for numerous public bodies, related to public projects.
- Law Clerk to Justice I. Daniel Stewart of the Utah Supreme Court, 1994-95.
- BYU Law School Adjunct Law Professor for State and Local Government Law in 2019.

EDUCATION

- Juris Doctorate - J. Reuben Clark Law School, 1994
 - Order of the Coif (top 3%)
 - Law Review Editor
 - Academic Scholarship
 - International Moot Court
- M.B.A. – with honors, Western Washington University, 1990
- B.S. – Brigham Young University, 1986

REFERENCES

- Bret Reynolds, Flaming Gorge Fire and EMS District, (435) 790-5624, 95 N., 1st W., Manila, Utah 84046.
- Jacob Sharp, District Manager, Castle Valley Special Service District, Utah (435) 381-5333, 20 S., 100 E., Suite 200, Castle Dale, Utah 84513.
- Mike Wilkins, County Clerk/Auditor, Uintah County, Utah (435) 828-5362, 147 E. Main, Vernal, Utah 84078
- Cory Branch, City Administrator, Mapleton City, Utah (801) 806-9104, 125 West Community Center Way, Mapleton, Utah 84664

ROBERT A. PATTERSON

Cell 801.200-5910

EXPERIENCE

- Counsel for numerous for Utah public entities, such as Manti, Highland City, Kamas, Oakley, Nibley, Hyde Park, Mona and other cities, counties, local districts, special districts, etc.
- Provide legal expertise on public projects to acquire fee title, easements, or other interests in real property for public bodies.
- Law Clerk to Chief Justice Matthew Durrant of the Utah Supreme Court, 2015-16.

EDUCATION

- Juris Doctorate - J. Reuben Clark Law School, 2015
 - Order of the Coif (#2 in his class)
 - Law Review Editor
 - Academic Scholarship
- B.S. – with honors, University of Utah, 2012

JOEL YELLOWHORSE

Cell 801.850-8209

EXPERIENCE

- Bond Counsel for numerous Utah public entities, including those funded by the Utah Permanent Community Impact Fund Board. Listed in the Redbook as Nationally Recognized Bond Counsel.
- Counsel to various communities, including Blanding City, Price City, Richfield City, Monroe City, Annabella, Gunnison, Sterling, Price, Goshen, Town of South Ogden City, Mapleton and other cities, counties, local districts, special districts, etc.
- As a trained civil engineer, provide legal expertise on building matters, easements, land title issues, water rights and other matters impacting natural resources.

EDUCATION

- Juris Doctorate - J. Reuben Clark Law School - BYU, 2020
 - Academic Scholarship
- B.S. – with honors, Brigham Young University, 2017 (Civil Engineering).