



## STATE OF UTAH CONTRACT

### The Governor's Office of Economic Opportunity Rural Communities Opportunity Grant Contract

1. **CONTRACTING PARTIES:** This Rural Communities Opportunity 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: Elaine Gizler  
Contact Phone: (435) 587-3235  
Contact Email: [egizler@sanjuancounty.org](mailto:egizler@sanjuancounty.org)

Legal Status of Grantee: Governmental Agency  
Vendor #: VC0000114664

2. **THE GENERAL PURPOSE OF THIS CONTRACT:** The purpose of this contract is to provide a conditional grant on a reimbursement basis to Grantee under the Rural Communities Opportunity Grant ("RCOG") program.
3. **AUTHORITY:** This Contract is entered into and pursuant to the State's authority to administer funds under Utah Code § 63N-4-8 et seq.
4. **CONTRACT PERIOD:** This Contract shall remain in effect until all obligations of this Contract have been performed by Grantee not to exceed twenty-four (24) months from the effective date shown below.

Effective date: December 26, 2023.

Termination date: December 26, 2025.

5. **CONTRACT AMOUNT:** The State awards and Grantee accepts a potential grant award of up to \$51,000.00, which represents the maximum amount that will be awarded under this Contract.

Fund: 1000

Appropriation: CMI

Unit: 4120

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: Rural Communities Opportunity Grant Terms and Conditions, 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: Rural Communities Opportunity Grant Terms and Conditions and Attachment C: Project Plan, which are incorporated herein by reference, to accomplish the deliverables and outcomes outlined in and costs allowable under this Contract, 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: December 26, 2023

Ending date: December 26, 2025

- d) Grantee agrees to demonstrate a funding match which may be provided by any combination of a:
  - 1) community reinvestment agency,
  - 2) redevelopment agency,
  - 3) community development and renewal agency,
  - 4) private sector entity,
  - 5) nonprofit entity,
  - 6) federal matching grant, or
  - 7) county or municipality general fund match,

and that total a:

- 1) 10% match for a county of the sixth class,
- 2) 20% match for a county of the fifth class,
- 3) 30% match for a county of the fourth class,
- 4) 40% match for a county of the third class.

Or, for a municipality in any rural county classification, including within the second class, that total a:

- 1) 10% match for a town,
- 2) 20% match for a municipality of the fifth class,
- 3) 30% match for a municipality of the fourth class,
- 4) 40% match for a municipality of the third class.

- e) Grantee is a qualified Rural Community as described in Attachment D: Qualified Rural Counties and Communities incorporated herein.
- f) A County must have a functioning County Economic Opportunity Advisory Board (“CEO Board”) as defined in Utah Code section 63N-4-803 and as further described in Attachment E: County Economic Opportunity Advisory Board incorporated herein, and which exists in the county in which the Grantee is domiciled.
- g) A Rural Community must have a functioning planning and zoning commission or a duly organized municipal economic opportunity advisory board or commission that will act under the same advisory requirements as a CEO Board, as described in Attachment E: County Economic Opportunity Advisory Board incorporated herein, and which exists in the municipality in which the Grantee is domiciled.

## 7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

Attachment A: Standard Terms and Conditions for Grants Between Government Entities

Attachment B: Rural Communities Opportunity Grant Terms and Conditions

Attachment C: Project Plan

Attachment D: Qualified Rural Counties and Communities

Attachment E: County Economic Opportunity Advisory Board

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.

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

**STATE OF UTAH**

**SAN JUAN COUNTY GOVERNMENT**

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

By:  
Name: Jamie Harvey  
Title: Commission Chair  
Date:

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

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR SERVICES 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)



**ATTACHMENT B: RURAL COMMUNITIES OPPORTUNITY 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: Project Plan. Grant funds awarded under this Contract shall be used by Grantee to accomplish the project as described therein.
2. **NATURE OF ENTITY:** For the purposes of this grant, a "Rural Community" means a rural county, or a rural municipality as defined in Utah Code Section 63-4-801. Rural communities eligible for the RCOG include counties of the third, fourth, fifth, and sixth class; cities, towns, and metro townships located in counties of the third, fourth, fifth, and sixth class; and municipalities with a population of 10,000 or less in counties of the second class.
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 90% of the Contract Amount to be disbursed prior to full completion of the Grantee's project.
  - c) Grantee shall submit an invoice for 10% of the Contract Amount to be reimbursed contingent upon completion of the Grantee's project and submission of the Final Report.
  - d) In no event shall payments from the State to Grantee exceed in sum the Contract Amount.
  - e) The final delivery of the Contract Amount shall be distributed as reimbursement for dollars spent by the Grantee within the scope of the Grantee's project.
4. **REQUIREMENTS FOR REIMBURSEMENT OF GRANT FUNDS:** The State shall make available to Grantee an online portal allowing Grantee to make requests for final reimbursement of the outstanding 10% of grant funds. The Compliance Department of the Governor's Office of Economic Opportunity will examine the key elements in Attachment C: Project Plan, including Project Proposal, Scope of Work, Deliverables and Outcomes, Timeline and Budget to determine reimbursement qualification. In addition to documentation relating to the key elements as stated above, Grantee will submit the following documentation upon final reimbursement request:
  - a) A Letter of Request on entity letterhead specifying the amount requested and certifying that the project is fully completed and all project invoices to Grantee have been paid by Grantee. The Letter of Request shall be signed, and the accuracy of the information verified by a company officer.
  - b) Copies of all invoices and evidence of payment (i.e. checks, bank statements, loan agreements) for work on the project.
  - c) Documentation of Grantee's contribution to the Project Plan equal to or greater than the matching amount as specified in section 6(d) of the contract.
  - d) A Final Report as described herein.
5. **REIMBURSEMENT REQUESTS:** Requests shall be submitted to the State electronically, to the Program Director in the Center for Rural Development and/or the Compliance Department at GOEO. A link to the online portal will be sent to Grantee upon the completion of the processing of this Contract. Grantee shall document that all of the Contract Amount received by the Grantee for this project was spent on efforts towards the project.
6. **SCHEDULE OF PAYMENT:** All reimbursements are subject to performance review of goals and benchmarks established by the Grantee's Project Plan. Grant funds shall be disbursed as follows:
  - a) Reimbursement requests received by GOEO after six (6) months after the Contract End date WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.
  - b) Contract Amount is payable within sixty (60) days of a complete request, and only after approval of the completion of the project.
  - c) Successful completion will be determined by the State, based on documentation of completion of goals and benchmarks as outlined in Attachment C, and as defined above.
  - d) In no event shall payments exceed the total Contract Amount provided for in this Contract. Funds shall





be disbursed within sixty (60) days of the receipt of a complete request from Grantee and approved by the Compliance Department of GOEO, in cooperation with the Program Director.

7. **REPORTING REQUIREMENTS:**

On or before September 1 of each year, Grantee shall provide a written report to the State that describes the following information:

- a) The amount of Grant Money the Grantee has received.
- b) How the Grant Money has been distributed by the Grantee, including:
  - i. What companies or entities have utilized Grant Money,
  - ii. How much Grant Money each company or entity has received, and
  - iii. How each company or entity has used the Grant Money.
- c) An evaluation of the effectiveness of awarded grants in improving economic development in the county, including:
  - i. the number of jobs created,
  - ii. the infrastructure that has been created, and
  - iii. the capital improvements in the county.
- d) How much matching money has been utilized by the Grantee and what entities have provided the matching money, and
- e) Any other reporting, auditing, or post-performance requirements established by the State.

With request for final payment, Grantee shall submit a Final Report to the State. The Final Report shall address the following:

- a) Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment C: Project Plan.
- b) A description and itemized report detailing how key activities and commitments were accomplished and identifying the deliverables with performance measures as outlined in Attachment C: Project Plan.

- 8. **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.
- 9. **ACCESS TO DATA:** At State’s request Grantee shall allow State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee’s Project Proposal.
- 10. **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.
- 11. **STATE CONTACT PERSON:** The State designates the current Associate Director of the Center for Rural Development at GOEO or their successor and the Department Program Coordinator, as the contact persons at the Utah Governor’s Office of Economic Development to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.
- 12. **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.



13. **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. Grantee agrees to pay any associated collection fees, court, attorney's fees and costs, incurred by the State in collection efforts or caused by the Grantee's breach of this Contract.
14. **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:

The purpose of this study is to assess the needs, interests, desires, and skill sets of the households in San Juan County, as well as housing affordability or supply opportunities to stimulate community and economic development in the incorporated towns and adjacent communities. This is to be completed through new or expanded programs or businesses, the attraction of external funding, and collaborative efforts to re-envision existing facilities, common areas, and other resources. Specifically, identify current residents' housing and employment needs and those future needs of those who would choose to relocate to San Juan County if adequate housing or job options were available. The Assessment will encompass the entirety of San Juan County, including the Indigenous communities on Tribal Lands.

### DELIVERABLES AND OUTCOME:

This assessment will provide data to assist San Juan County and communities within San Juan County in applying for funding sources to support affordable housing initiatives and community development. It will define the specific housing and infrastructure needs, identify resources to support the current population, and project growth for each area of San Juan County, including Aneth, Blanding, Bluff, Eastland-Ucolo, Fry Canyon, Halchita, Halls Crossing, La Sal, Mexican Hat, Montezuma Creek, Monticello, Navajo Mountain, Oljato-Monument Valley, Spanish Valley, Tselakai Dezza, and White Mesa.

Points Consultant will gather data for each community and county rural area, including, but not limited to, the number of residents, age, sex profiles, number of households and household size, and number of persons employed per community and household. They will also conduct population forecasting, examine poverty, homelessness, and sensitive populations such as the elderly, disabled, etc., identify concentrated areas of poverty, characterize the impoverished population, and identify housing policies that may cause poverty to be present in these areas.

Points Consulting will review the current housing inventory, identify housing conditions, ownership, type of dwelling, if a rental unit whether it is short or long term, age of units, multi-family units, neighborhood character available utilities, access to healthcare facilities, grocery stores, gas stations, childcare facilities, subsidized housing, planned or anticipated subsidized housing and other dwellings which serve as transitional and emergency housing. They will review planning and Zoning land use designations.

Currently, Energy Fuels and Lisbon Valley Mine have job openings for 80 employees whose average annual income is \$78,000 per hire with a total annual income of \$6,240,000. However, the county lacks the housing to meet their employment projections and needs and will use the assessment to create a strategy to meet those needs.

### BUDGET:

Points Consulting provided a budget outlining the fixed cost for the analysis. Points Consulting considers this project to be a fixed-price engagement. In other words, the price to San Juan County will not vary based on Points Consulting's cost of labor or material resources to complete the analysis. Points Consulting intends to invoice the percentage of work completed on each task near the end of each month. The budget indicates the total cost per task along with the travel expenses. San Juan County will provide a 37% match with only 30% required match, with remaining funding from the County's General Fund.



Table 1: Tasks and Costs	
Task	Cost
1. Housing Initiatives	\$28,340.00
2. Demographic, Geographic, and Economic Data	\$10,900
3. Housing Stock, Trends, and Projections	\$8,410
4. Market Analysis	\$7,440
5. Gaps and Barriers Assessment	\$14,020
6. Final Document and Presentation to Stakeholders	\$6,700
Data Expenses	\$850
Travel Expenses	\$7,640
<b>Total</b>	<b>\$84,300.00</b>



## **ATTACHMENT D: QUALIFIED RURAL COUNTIES AND COMMUNITIES**

Rural counties in the State of Utah of the third, fourth, fifth, or sixth class that have created and have an active CEO Board; or, a city, town, or metro township located within the boundaries of a rural county; or, a municipality with a population of 10,000 or less in a county of the second class with an active planning and zoning commission or a duly organized municipal economic opportunity advisory board or commission are eligible to apply for the RCOG. Rural counties, by classification (State Code 17-50-501), are:

### Counties of the Third Class (Population of 40,000 or more, but less than 175,000)

- Cache County
- Tooele County
- Box Elder County
- Iron County
- Summit County

### Counties of the Fourth Class (Population of 11,000 or more, but less than 40,000)

- Uintah County
- Wasatch County
- Sanpete County
- Sevier County
- Carbon County
- Duchesne County
- San Juan County
- Millard County
- Morgan County
- Juab County

### Counties of the Fifth Class (Population of 4,000 or more, but less than 11,000)

- Emery County
- Grand County
- Kane County
- Beaver County
- Garfield County

### Counties of the Sixth Class (Population less than 4,000)

- Wayne County
- Rich County
- Piute County
- Daggett County

Qualified rural municipalities (incorporated municipalities within a county of the third, fourth, fifth, or sixth class) by classification (State code 10-2-301), are:

- A municipality with a population of 30,000 or more but less than 65,000 is a city of the third class
- A municipality with a population of 10,000 or more but less than 30,000 is a city of the fourth class
- A municipality with a population of 1,000 or more but less than 10,000 is a city of the fifth class
- A municipality with a population under 1,000 is a town



Qualified incorporated municipalities in a county of the second class with populations of less than 10,000 are:

- A municipality with a population of 1,000 or more but less than 10,000 is a city of the fifth class
- A municipality with a population under 1,000 is a town

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## **ATTACHMENT E: COUNTY ECONOMIC OPPORTUNITY ADVISORY BOARD**

"CEO Board" means a County Economic Opportunity Advisory Board as described in Utah Code Section 63N-4-803.

*\*Note: For a municipality to qualify for a RCOG it must have a functioning planning and zoning commission, or a duly organized municipal economic opportunity advisory board or commission, that will act under the same advisory requirements as a CEO Board.*

Each rural county that seeks to obtain a RCOG shall create a CEO Board composed of at least the following members appointed by the county legislative body:

- a county representative,
- a representative of a municipality in the county,
- a workforce development representative,
- a private-sector representative, and
- a member of the public who lives in the county

The county legislative body may also appoint additional members with experience or expertise in economic development matters. In appointing members of the CEO Board, the county legislative body may consider gender and socioeconomic diversity.

Each CEO Board shall assist and advise the county legislative body on:

1. applying for a RCOG,
2. what projects should be funded by grant money provided to a rural county under the program, and
3. preparing reporting requirements for grant money received by a rural county under the program.

CEO Boards are subject to Utah Code § 52-4-101 through 52-4-305, and are expected to abide by ethics in governance, and conflict of interest practices.

### **Appointment and Terms of CEO Board Members**

1. Appointment and Terms:
  - a. The county legislative body shall appoint each new member or reappointed member to a four-year term. It is encouraged that an appointed member of the CEO Board be limited to serving two (2) consecutive terms.
  - b. The county legislative body shall, at the time of appointment or reappointment, adjust the length of terms to ensure that the terms of advisory committee members appointed by the county legislative body are staggered so that approximately half of the appointed advisory committee members are appointed every two years.
2. The CEO Board shall elect a chair of the advisory board. It is encouraged that a CEO Board Chair serves for no more than two (2) consecutive years.
3. The CEO Board shall elect annually a vice chair from the advisory board's members.
4. When a vacancy occurs in the membership for any reason, the county legislative body shall appoint the replacement for the unexpired term.



5. A majority of the CEO Board constitutes a quorum for the purpose of conducting advisory board business and the action of a majority of a quorum constitutes the action of the advisory committee.

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