

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:	Arcadis	Contact Phone Number:	(801) 556-0053
Contact Person:	Ray Whitchurch	Contact Email Address:	ray.whitchurch@arcadis.com
Address:	10 Exchange Place, Suite 112 Salt Lake City, Utah 84111	Type of Service:	San Juan County Planning 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, issued a Request for Proposal on December 28, 2023 and received one proposal for the contracted services to perform Land-Use Code Update and Marketing Services; and

Whereas, after reviewing the proposal, it was recommended to seek additional proposals and technical approaches from other firms; and

Whereas, Arcadis has performed these planning services for the Spanish Valley Area in the past and understands the different areas of the County and is able to provide multiple planners to assist in this effort as 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:
 - A. Must possess extensive experience in general planning and zoning, demonstrating a vision, strategy, and proficiency to collaborate closely with County staff, Planning Commissioners, and Attorneys. The objective is to form a highly consultative relationship for the completion of our current draft Ordinance and Zoning Map. This endeavor extends to the County boundaries, excluding Tribal lands and Municipal Annexed areas.
 - B. Review current zoning ordinances for incorporation or inclusion as well as aligning the Land-Use ordinance with State Code. Review and provide recommendations for clear and concise written Zoning Ordinances which will be used throughout the County. This includes adding final sections to the ordinance that are missing or incomplete.
 - C. The Service Provider should demonstrate the capability to effectively manage community solicitation and feedback through various public forums. This includes the creation of a website capable of hosting and tracking feedback. Additionally, the firm should adeptly describe and present the new ordinances and offer Zoning map alternatives to the public and elected officials.
 - D. The final stages of this project are anticipated to conclude the adoption process this spring, if feasible. This involves the consultant's completion of maps, documents, the collection, and advertising of public comments. The analysis of this feedback will serve as a basis for adoption and approval by the Planning Commission and Board of San Juan County Commissioners.
 - E. Anticipated are a maximum of four (4) town-hall meetings, determined by community participation from initial town-hall meetings. Due to the County's size, there will be concentrated efforts in advertising the new ordinance and maps utilizing social media outreach.
 - F. The development of final zoning maps is envisioned to be housed on the County's website, ensuring clarity and legibility. Additionally, the creation of GIS layers that seamlessly integrate into the County's GIS Enterprise System, allowing easy modifications by County staff in the future, is part of the requirements.

- 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 with a not to exceed contracted amount of \$41,250 (Forty-One Thousand Two-Hundred and Fifty 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 July 31, 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) Of reasonable quality; and
 - (c) 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	<u>With a copy to:</u> San Juan County Attn: Attorney’s Office PO Box 9 Monticello, UT 84535	Arcadis Attn: Ray Whitchurch 10 Exchange Place, Suite 112 Salt Lake City, Utah 84111

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>ARCADIS</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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EXHIBIT A
PROPOSAL