

**Memorandum of Understanding (MOU)**  
**Southeastern Utah Downtown Alliance**  
**&**  
**San Juan County**

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This Memorandum of Understanding is entered into by and between Southeastern Utah Downtown Alliance and San Juan County (collectively known as “**Parties**”) on the date the last party signs below (“the Effective Date”).

**RECITALS**

**WHEREAS**, the Southeastern Utah Downtown Alliance (“**SUDA**”), is a 501(c)(3) non-profit corporation organized for the purpose of, among other things, improving the economic base of the Southeastern Utah Region by supporting local municipalities; and

**WHEREAS**, San Juan County, (“**County**”), is a political subdivision of the State of Utah, organized for the purpose of, among other things, encouraging economic development, creating employment opportunities, and supporting local businesses within the county; and,

**WHEREAS**, SUDA applied and was awarded \$50,000.00 in grant funds by the Larry H. Miller Foundation (“**LHM Grant**”) on behalf of the County in August 2025 for the purpose of providing:

1. \$25,000.00 for micro-grants to local businesses in Blanding for internal updates (e.g., equipment purchase); and
2. \$25,000.00 in 1:1 matching micro-grants for local business owners and external improvements (e.g., facade updates);
3. Hereinafter referred to as “**the Project**”; and,

**WHEREAS**, LHM Grant is only available to 501(c)(3) and SUDA has agreed to act and apply for funds from LHM for the County for the stated purpose and act as the applicant and agent to deliver the funds to the County;

**WHEREAS**, the Southeastern Regional Development Agency (SERDA) is the fiscal sponsor of the SUDA and all purchasing, invoicing, and procurement should be in alignment with SERDA’s policies and procedures.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the recitals, mutual covenants, and agreements set forth in this MOU, the Parties agree as follows:

1. Purpose of MOU. The purpose of this MOU is to facilitate the cooperation between the Parties so that they can complete the Project. To that end this MOU identifies the Parties' obligations and responsibilities as to the operation and delivery of the funds granted by LHM within San Juan County in accordance with the LHM Grant application attached hereto as "**Attachment A.**"

2. San Juan County Responsibilities.

The County shall:

- a. Maintain professional relationships, engage in professional interactions, stay in good standing with grantors to not jeopardize future opportunities for SUDA or the County to receive funding from LHM.
- b. Carry out the Project as described in Attachment A.
- c. Comply with all grant requirements, including but not limited to reporting and preparation of such reports and other documents on behalf of SUDA.
- d. County shall make all purchases and payments for the Project and invoice SUDA for reimbursement of such allowed expenses per the LHM Grant agreement.
- e. Give credit to SUDA for the partnership created through this project.

3. Southeastern Utah Downtown Alliance Responsibilities.

SUDA shall:

- a. Be the fiscal agent for the LHM Grant.
- b. Work with the County to provide true and accurate accounting records for the Project to report to LHM.
- c. Provide reports and other required documents necessary to LHM for the County in its partnership role to the LHM.
- d. SUDA shall pay all invoices within 30 days of receipt from the County for Project eligible expenses.
- e. Maintain a professional relationship and interaction in good standing with the LHM to not jeopardize future opportunities for SUDA or the County.

4. Termination of MOU.

- a. Termination for cause. In the event that any party materially breaches a term of this MOU or if it becomes apparent that a party will not be able to perform a material term of this MOU in a timely fashion, the non-breaching party shall provide a written notice of the specific breaches or potential breaches to the other party. If the party receiving notice fails to either (i) cure the breach within thirty days of receipt of the notice or (ii) provide acceptable assurance that it will be able to perform within thirty (30) days of receipt of the notice from the non-breaching party, then the non-breaching party may terminate this MOU after providing thirty (30) days written notice of the termination.
- b. Without cause. Any of the Parties may terminate their respective participation in this MOU the shorter of (i) one year after the Effective Date or (ii) the expiration of Attachment A by

providing ninety (90) days written notice to the other Parties.

5. General Provisions.

- a. The effective date of this MOU is the date the last party signs below.
- b. The Parties hereto each represent that they have lawfully entered into this MOU.
- c. The MOU shall be interpreted pursuant to the laws of the State of Utah. Any legal proceedings between SUDA and the County shall be in Price, Carbon County, Utah.
- d. This MOU may be modified or amended only in writing, any amendments shall be attached hereto and be made a part hereof.
- e. This MOU shall be binding upon the successors and assigns of each of the Parties until such time as the LHM grant funded project / scope of work is as contemplated herein.

**EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

*[signatures on the following pages]*

Southeastern Utah Downtown Alliance

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Bill Winfield, Board Chair

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Date

Attestation:

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Signature

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Name (printed)

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Date

San Juan County, Utah

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Silvia Stubbs, Commission Chair

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Date

Attestation:

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Signature

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Name (printed)

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Date