GRAND COUNTY COUNCIL
REGULAR MEETING
Grand County Council Chambers
125 East Center Street, Moab, Utah

AGENDA
Wednesday, November 6, 2019

2:00 pm
- Budget Workshop

4:00 p.m.
- Call to Order
- Pledge of Allegiance
- Approval of Minutes (Chris Baird, Clerk/Auditor)
  - June 10 (Joint County Council Meeting with San Juan County Commissions and SITLA), Postponed from June 18, 2019
  - September 17, 2019 (County Council Meeting), Postponed from October 1, 2019
  - September 20, 2019 (Joint County Council Emergency Meeting with Moab Area Travel Council Advisory Board), Postponed from October 1, 2019
  - October 1, 2019 (County Council Meeting)
  - October 2, 2019 (Joint County Council Meeting with Planning Commission)
  - October 8, 2019 (Joint County Council Meeting with Grand County Elected Officials, Moab City Council, Castle Valley Town Council, and Mayors)
  - October 15, 2019 (Joint County Council Meeting with Budget Advisory Board)
  - October 15, 2019 (Joint County Council Emergency Meeting with Moab City Council and Castle Valley Town Council)
  - October 15, 2019 (County Council Meeting)
  - October 29, 2019 (Joint County Council Meeting with Planning Commission)
- Ratification of Payment of Bills
- Council Member Disclosures
- General Council Reports and Future Considerations
- Elected Official Reports
- Council Administrator Report
- Department Reports
  - UMTRA and Oil & Gas Report (Russ Von Koch, UMTRA Liaison & Technical Inspector)
  - 2018 Community and Economic Development Report (Zacharia Levine, Director)
- Agency Reports
- Citizens to Be Heard
- Presentations
  - Presentation of plaque to outgoing Council Member Terry Morse (Chairman Clapper)
  - Presentation from Rocky Mountain Power on Utah State Legislature 2019 HB 411-Community Renewable Energy Act (Debra Dull, Regional Business Manager, Rocky Mountain Power)
General Business- Action Items- Discussion and Consideration of:

O. Approving bid award to Semi Service, Inc. for the purchase of a custom vacuum/pressure tank to be installed on existing Class 8 Semi Truck in the amount of $39,315.71 (Bill Jackson, Roads Supervisor and Cody McKinney, Fleet Manager)

P. Approving change order with Armstrong Consultants Task Order D for work with Historic Preservation Treatment Plan associated with the Runway Expansion Project (Tammy Howland, Interim Airport Director)

Q. Approving the increased employee contribution amount for 2020 insurance plans (Renee Baker, HR Director)

R. Approving reclassifications of the Thompson Springs Welcome Center positions for 1) Welcome Center Manager and 2) Center Representatives (Renee Baker, HR Director)

S. Approving a selection committee and process for recommending Council Administrator final candidates for interview by the County Council (Renee Baker, HR Director and Ruth Dillon, Council Administrator)

T. Adopting a proposed ordinance applying the High Density Housing Overlay District 25 (HDHO-25) to the parcel at 3640 Spanish Valley Drive and approving the associated the Peak View Subdivision HDHO Development Master Plan and Development Agreement (Zacharia Levine, Community & Economic Development Director)

U. Approving outgoing Council Member Morse assignments of Council representatives/liaisons to District and County Boards, Commissions and Committees and/or other agencies (Chairman Clapper)

V. Adopting Grand County Tentative Budget for 2020 (Chris Baird, Clerk/Auditor)

Consent Agenda- Action Items

W. Ratification of eProsecutor Contract between the County Attorney’s Office and the Utah Prosecution Council

X. Ratifying the independent contractor agreement between Love’s Communication and the Moab Area Travel Council

Y. Ratifying the Chair’s signature on Southeastern Utah Regional Transportation Plan Cooperative Agreement between grand County, San Juan County, Moab City, Utah School and Institutional Trust Lands Administration (SITLA) and Utah Department of Transportation (UDOT)

Z. Approving grant agreement with Utah Division of Forestry, Fire, and State Lands FY2019-20 for Tamarisk Beetle monitoring

AA. Approving Cooperative Agreement with Utah Department of Natural Resources, Division of Wildlife Resources for the completion of the Mill Creek Canyon- watershed improvements

BB. Approval of Amendment #1 Contract between Southeastern Utah Association of Local Governments (SEUALG) Area Agency OF Aging Interlocal Cooperation and Contract Agreement Reimbursement through June 30, 2020

CC. Approving proposed Letter of Support for Dr. Lauren Prest and Moab Regional Hospital’s application for Grants for the Benefit of Homeless Individuals (GBHI)

DD. Approving proposed amendment on airport hangar lease for ownership change from Chuck Henderson to H&L, LLC at Canyonlands Field Airport

EE. Approving minor amendments to Permit/Floodplain Technician job description for the Building Department

FF. Rescinding the October 15, 2019 appointment of a temporary Justice Court Judge in favor of ratifying the service of David Tubbs, recently named as a “Senior Judge” by the Utah Administrative Office of the Courts and therefore eligible to serve until a Justice Court Judge is appointed by the County Council
Discussion Items

GG. Calendar items and public notices (Bryony Hill, Council Office Coordinator)

HH. Discussion on new overnight accommodations standards: maximum building and project sizes (Zacharia Levine, Community & economic Development Director)

Public Hearings- Possible Action Items (none)

Closed Session(s):
1. Purchase, Exchange, Lease or Sale of Real Property, including any form of a water right or water shares

General Business- Action Items- Discussion and Consideration of:
II. Approving Commercial Real Estate Purchase Contract (Chris Baird, Clerk/Auditor)

Adjourn

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS. In compliance with the Americans with Disabilities Act, individuals with special needs requests wishing to attend County Council meetings are encouraged to contact the County two (2) business days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. T.D.D. (Telecommunication Device for the Deaf) calls can be answered at: (435) 259-1346. Individuals with speech and/or hearing impairments may also call the Relay Utah by dialing 711. Spanish Relay Utah: 1 (888) 346-3162

It is hereby the policy of Grand County that elected and appointed representatives, staff and members of Grand County Council may participate in meetings through electronic means. Any form of telecommunication may be used, as long as it allows for real time interaction in the way of discussions, questions and answers, and voting.

At the Grand County Council meetings/hearings any citizen, property owner, or public official may be heard on any agenda subject. The number of persons heard and the time allowed for each individual may be limited at the sole discretion of the Chair. On matters set for public hearings there is a three-minute time limit per person to allow maximum public participation. Upon being recognized by the Chair, please advance to the microphone, state your full name and address, whom you represent, and the subject matter. No person shall interrupt legislative proceedings.

Requests for inclusion on an agenda and supporting documentation must be received by 5:00 PM on the Wednesday prior to a regular Council Meeting and forty-eight (48) hours prior to any Special Council Meeting. Information relative to these meetings/hearings may be obtained at the Grand County Council’s Office, 125 East Center Street, Moab, Utah; (435) 259-1346.

A Council agenda packet is available at the local Library, 257 East Center St., Moab, Utah, (435) 259-1111 at least 24 hours in advance of the meeting.
AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING
NOVEMBER 6, 2019

Agenda Item: N

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<tbody>
<tr>
<td>FISCAL IMPACT: None</td>
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<tr>
<td>PRESENTER(S): Debra Dull, Rocky Mountain Power, Regional Business Manager</td>
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PREPARED BY:
Debra Dull Regional Business Manager
Rocky Mountain Power
2011 S Hwy 10 Price, UT
435.636.6616
Debra.dull@rockymountainpower.net

FOR OFFICE USE ONLY:
Attorney Review:

RECOMMENDATION:

This presentation is to inform the council about H.B 411: Community Renewable Energy Act. Rocky Mountain Power is not asking for approval or making a recommendation as to whether Grand County Council would want to adopt a resolution for 100% Renewable Energy by 2030.

BACKGROUND:
Senate Sponsor: Daniel Hemmert.

ATTACHMENT(S):
None
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
November 6, 2019
Agenda Item: O

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<tr>
<th>TITLE:</th>
<th>Approving bid award to Semi Service, Inc. for the purchase of a custom vacuum/pressure tank to be installed on existing Class 8 Semi Truck in the amount of $39,315.71</th>
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<tr>
<td>FISCAL IMPACT:</td>
<td>$39,315.71 (within budget)</td>
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<td>PRESENTER(S):</td>
<td>Bill Jackson (Road Supervisor) Cody E. McKinney (Fleet Manager)</td>
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RECOMMENDATION:
I move to approve bid award to Semi Service, Inc. for the purchase of a custom vacuum/pressure tank to be installed on existing Class 8 Semi Truck in the amount of $39,315.71, which will replace the old tank that ruptured from deterioration and age, and authorize the Chair to sign all associated documents.

BACKGROUND:
The Road Department has been utilizing old, rebuilt crude oil haul tanks as water trucks for many years. This particular tank was refurbished from a rolled over truck. It has served the County for many years and has deteriorated to the point of failure beyond repair.

The sealed bid process was followed as per the Grand County Purchasing Policy. Sealed bids were received from “Semi Service Inc. and Legacy Equipment”

After careful consideration, the Grand County Road Department has decided to award the bid to Semi Service Inc. The Reasoning behind this decision is because of excellent quality of work, competitive pricing, and outstanding customer service.

The purchase/bid documents are included in the packet.

ATTACHMENT(S):
1. Request for Proposals (RFP)
2. Proposals from:
   - Semi Service, Inc
   - Legacy Equipment
Bid Title: Grand County Vacuum Tank Bid
Category: Road Department
Status: Closed

Description:
Request for Proposals Grand County will be accepting proposals for “Removal and Installation/Mounting of a Vacuum/Pressure Tank on a Class 8 Semi Truck. Services, which will include, but not limited to Removal and discarding of original tank, install and mounting of DOT approved tank setup, reusing of existing vacuum/pressure pump, plumbing of all pressure and relief lines and fittings, tank will have 2 rear discharge fittings: One 3” male NPT pipe----One 4” male NPT pipe…….. Bid documents are available at www.grandcountyutah.net. All submittals must be delivered to the Grand County Clerk’s Office no later than Thursday, October, 10 by 4:00 p.m. at 125 East Center Street, Moab, Utah 84532 and should be marked “GRAND COUNTY ROAD DEPARTMENT VACUUM TANK REPLACEMENT.” in a sealed envelope. No faxes or email bids will be accepted. Grand County reserves the right to reject any and all submittals; or waive any informality or technicality in any proposal in the interest of Grand County. For further information, please contact Cody E. McKinney, Fleet Manager at 435-259-4132.

Publication Date/Time:
9/25/2019 5:00 PM

Closing Date/Time:
10/10/2019 4:00 PM

Contact Person:
Cody E. McKinney
Fleet Manager
(435)259-4132
cmkinney@grandcountyutah.net

Related Documents:
GC RFB VACUUM TANK 7

Return To Main Bid Postings Page
GRAND COUNTY ROAD DEPARTMENT
SEMI TPUCK VACUUM TANK REPLACEMENT

Name of Company Bidding

REQUEST FOR BIDS & STATEMENT OF QUALIFICATIONS

Bids are due by

Thursday, October 10, 2019

SEND ONE (1) COPY OF THE SEALED BID TO:
Clerk/Auditor’s Office
Chris Baird, Clerk Auditor
125 E Center St
Moab, UT 84532
Phone: 435-259-1322
Email: cbaird@grandcountyutah.net

SEND INQUIRIES TO:
Cody E. McKinney
Road Dept. Fleet Manager
cmckinney@grandcountyutah.net
Phone: 435-259-4132
IMPORTANT NOTICE TO ALL BIDDERS: Grand County reserves the right to disqualify incomplete bids, waive minor defects as it deems applicable in the written bids, request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the respondents, reject any or all bids without penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work. Bids will not be considered for award if received by Grand County after the official closing date and time.

PART I—PROJECT DESCRIPTION:

Removal and Installation/Mounting of a Vacuum/Pressure Tank on a Class 8 Semi Truck. Services, which will include, but not limited to Removal and discarding of original tank, install and mounting of DOT approved tank setup, reusing of existing vacuum/pressure pump, plumbing of all pressure and relief lines and fittings, tank will have 2 rear discharge fittings: One 3" male NPT pipe—One 4" male NPT pipe.

PART II—RESPONDING TO RFB

TIMELINES: To be considered, one (1) sealed copy of the bid, clearly marked on the outside of envelope shall be submitted to Chris Baird, at 125 E Center St, Moab, UT 84532, no later than 4:00 pm, on Thursday, October 10, 2019 clearly marked on outside of envelope “Grand County”.

BID OPENINGS: Bids shall be opened publicly by a representative from the Clerk/Auditor’s Office and in the presence of at least one witness in the County Courthouse located at 125 East Center Street, Moab, Utah 84532. The amount of each bid and any other relevant information, and the name of each bidder shall be recorded. The record and each bid shall be opened in public inspection.

INSTRUCTIONS FOR RESPONDING TO THIS RFB: It is incumbent upon each respondent to carefully examine these specifications, terms and conditions. Any clarification or additional information shall be made in writing to the appropriate person called out on the cover page. When appropriate the County will respond through written means.

If it becomes necessary to revise or amend any part of this RFB, notice will be given to all respondents who are registered when receiving this bid package. Bidders must acknowledge receipt of the amendment in their bid. Each bidder should ensure that they have received all amendments to this RFB before submitting their bids. Please check the Bids & RFPs page on the Grand County website at www.grandcountyutah.net for any amendments.

BIDS: Attached bid forms are to be completed as instructed and one (1) sealed and marked set is to be returned in response to this RFB. Include copies of the following as part of the RFB:

- Exhibit A – Scope of Work
- Exhibit B – Professional Licenses(s) and Insurance
- Form 1 – Public Records Law
- Form 2 – Bid Breakdowns
- Business license
- Proof of Insurance documents
- Bond documents

PART III—SELECTION PROCESS

SELECTION SCHEDULE: Each bid will be reviewed by a selection committee that may include but is not limited to elected officials, County staff members, and invitees of the County. The committee will evaluate the written bids and rank each bid on the considerations noted in RFB. The committee may request the top
bidders to attend an interview and provide additional information to the committee. Such a request will be made, in writing, to the organization's designee, as listed in the bids.

AREAS OF CONSIDERATION IN THE SELECTION PROCESS: The selection of the successful bidder will be based upon the following criteria:

- Compliance with and information provided in the RFB.
- The company's recent experience with providing services of similar size and scope and the satisfaction of previous client(s).
- Licenses and bonds required to perform work within the State of Utah.
- Demonstrated attention to detail.
- Cost of service.
- The number of facilities that a respondent submits bids on.
- All other criteria deemed pertinent by the committee in review of the bids.

The County will endeavor to negotiate a contract with the successful bidder. In the event that a mutually agreeable contract cannot be negotiated with other than the first bidder, it is anticipated that negotiations will begin with the next highest rated bidder and so on until a mutually agreeable contract can be negotiated.

PART IV—REQUIREMENTS/STANDARDS GOVERNING RFB

SCOPE: The following terms and conditions included in Part IV—Requirements/Standards Governing RFB, shall govern the submission of bids. Any conflict with the terms and conditions contained in Part IV—Requirements/Standards Governing RFB and Part V—Contract shall be controlled by the stricter term or condition. The County reserves the right to reject any bid which takes exception to the terms or conditions in Part IV or Part V of this document.

COMPLETING BID: Bids must be submitted with the required forms herein and all forms must be completed in accordance with the instructions. Any and all corrections and/or erasures must be initialed and dated by the respondent. Each bid must be manually signed in ink by an authorized respondent and all required information must be provided. Each respondent may submit only one (1) bid. The contents of the bid submitted by the successful respondent will become part of any contract awarded as a result of this request.

CONFIDENTIALITY OF BID INFORMATION: Each bid must be securely sealed to provide confidentiality of the bid information prior to the bid opening. The submitted bid envelope must be prominently marked, preferably in the lower left hand corner, "GRAND COUNTY ROAD DEPARTMENT VACUUM TANK REPLACEMENT." Failure to mark bid envelopes as required is cause for bid rejection as the County may not consider bids improperly marked that are inadvertently opened as routine correspondence prior to the time and date set for the bid submission.

All bids become public information after the bid opening and are available for inspection by the general public in accordance with the Government Records Access and Management Act (GRAMA).

REQUEST FOR INFORMATION: Any request for clarification or additional information deemed necessary by any respondent to present a proper bid shall be made by contacting Cody E. McKinney, Grand County Fleet Manager, (435)259-4132, cmckinney@grandcountyutah.net. To be considered, any such request must be received in time to allow the County sufficient time to prepare and disseminate a written response. When appropriate, valid requests received in accordance with the foregoing will be responded to in writing from the County in the form of an addendum addressed to all prospective respondents.

ADDENDUM: All changes in connection with this request for bids will be issued by the County in the form of a written addendum. Signed acknowledgment of receipt of each addendum should be submitted with the bid response.

TAX EXEMPT: Grand County is exempt from federal and state taxes. DO NOT include taxes in the bid.
CONDITIONAL BIDS: Conditional bids are subject to rejection in whole, or in part, at the sole discretion of Grand County.

LATE BIDS AND MODIFICATIONS OR WITHDRAWALS: Bids received after the date and time indicated on the cover sheet shall not be considered and shall be returned (unopened if sealed) if the respondent is identified on the bid envelope. Bids may be withdrawn or modified in writing prior to the bid submission deadline. Bids that are resubmitted or modified must be sealed and submitted to the County prior to the bid submission deadline. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted.

BIDS BINDING: All bids submitted shall be binding upon the respondent if accepted by Grand County within ninety (90) calendar days of the bid submission date. Negligence upon the part of the respondent in preparing the bid confers no right of withdrawal after the time fixed for the submission of bids.

NEGOTIATION: The County reserves the right to negotiate any and all elements of this bid.

TIME LIMIT TO EXECUTE CONTRACT: The respondent must successfully execute a contract within the specified time after the County's notification to enter into contract. If the respondent fails to execute a contract within the required time, award to that respondent may be withdrawn and award made to the next highest rated respondent.

CODES AND REGULATIONS: All deliverables and work within the scope of this request shall be completed by the respondent in conformance with all applicable codes and regulations.

SAFETY: All practices and goods furnished as a result of this request shall comply with the federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environment codes.

NON-LIABILITY: The respondent shall not be liable for delay or failure to deliver services when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy, or by any other circumstances which, in Grand County's opinion, is beyond the control of the respondent. Under such circumstances, however, Grand County may cancel the contract if such action is deemed to be in the best interest of the County.

ASSIGNMENT OF CONTRACTUAL RIGHTS: Successful respondent shall not assign, transfer, convey or otherwise dispose of any contractual rights derived from this quotation request or its right, title or interest in or to the same, or any part thereof, without the previous written consent of Grand County.

INVOICE: Invoices shall be prepared and submitted in duplicate to Grand County Clerk/Auditor's Office, 125 East Center Street, Moab, Utah 84532.

COLLUSIVE BIDS: The respondent certifies, by submission of a bid, that their bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same products or services with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the bids of such respondent void.

CONFLICT OF INTEREST: The award hereunder is subject to provisions of Utah State Statutes and Grand County ordinances and policies. All respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of Grand County, Utah. Further, all respondents must disclose the name of any Grand County employee who owns, directly or indirectly, any interest in the respondent's firm or any of its branches.

No person involved in making the award decisions may have personal investments in any business entity that will create a substantial conflict between their private interests and their public duties. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to
receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use of benefit of any other person or organization from any person or organization interested in selling to the County.

DISCLAIMER OF LIABILITY: Grand County or any of its agencies will not hold harmless or indemnify any respondent for any liability whatsoever.

HOLD HARMLESS: The respondent agrees to protect, defend, indemnify, and hold Grand County, and its officers, council members, commissions, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character resulting from the error, omission, or negligent act of the respondent, its agents, employees, or representatives, in the performance of the respondent's duties under any agreement resulting from award of this bid. The respondent further shall agree to investigate, handle, respond to, provide defenses for, and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

ANTI-DISCRIMINATION CLAUSE: No respondent on this bid request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of Grand County's, Clerk/Auditor's Office. Therefore, it is necessary that any and all information presented is accurate and will be that by which the respondent will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail. If there is a discrepancy between the estimated quantities of work in a contract and actual quantities, the estimated quantities shall prevail.

PUBLIC RECORD: Grand County is governed by the Governmental Record Access and Management Act (except from exemptions allowed by state law). Information or data pertinent to the respondent's bid and of a confidential nature must be bound and placed in a separate sealed envelope and included with each copy of the respondent's bid. Grand County requests that a minimum amount of confidential material be used by the respondent in preparing responses to the bid. Materials consisting merely of general descriptive information will not be considered confidential under any circumstances.

SUBSTITUTIONS: No substitutions will be accepted for goods proposed after award, without the prior approval of Grand County. Any substitutions allowed will be supplied at no more than the contract bid prices.

DISCOUNTS: Any and all discounts must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award or awards.

INCURRED EXPENSES: This bid does not commit Grand County to make an award, nor shall the County be responsible for any cost or expenses which may be incurred by any respondent in preparing and submitting any offer, or expenses incurred by any respondent prior to the execution of a purchase order or contract agreement.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement. All specifications shall seek to promote overall economy and best use for the purpose intended and encourage competition in satisfying the County's needs.

LOCAL VENDORS. Where practical and reasonable, and within the scope of this article, Utah products and local vendors shall be given preference. Specifically, County departments are encouraged to determine whether or not local merchants can meet prices quoted by out-of-county vendors. The purchasing agent is not required to purchase goods at the lowest price if there is an offsetting or added expense for travel, shipping, or other inconvenience associated with an out-of-county purchase.
NO WAIVER OF FUTURE RIGHTS: No provision in this document or in the respondent's bid shall be construed, expressly or by implication, as a waiver by Grand County of any existent or future right and/or remedy available by law in the event of any claim or default or breach of contract.

BOND AMOUNTS. Upon the award of all construction contracts, the following bonds or security shall be delivered to the County:
(a) A performance bond in an amount equal to 100% of the contract price; or
(b) A payment bond in an amount equal to 100% of the contract price to serve as protection of all persons or companies supplying labor and/or material to the contractor or its subcontractors for the performance of the contract.

RFB DISCLAIMER. Grand County reserves the right to disqualify incomplete bids, waive minor defects as it deems applicable in the written bids, to request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the respondents, reject any or all bids without penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work.

SUSPENSION & TERMINATION. Through written notification the County may order an immediate suspension of work with or without cause. The contract may be terminated in accordance to the provision contained in the contract.
FORM 1
Public Records Law

Compliance with Public Records Law Form

Upon selection of the award, submittals become "public records" and shall be subject to public disclosure consistent with the Governmental Records Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your bid package is (are) exempt from the Governmental Records Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Grand County, County Council, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: Semi Service

Authorized representative (printed): Bruce Johansen 801-839-9669

Authorized representative (signature): [Signature]

Date: 10/7/19
Exhibit A

Professional License(s) and Insurance

Contractor shall be in possession of all professional licenses required to perform work and insurances prior to the commencement of the work and are attached in this Exhibit.

List license and insurance information:

See Attachment
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**

Commercial Underwriters Insurance Agency, LLC  
5966 South 900 East, Ste. 150  
Salt Lake City, UT 84121

**CONTACT**

Carlee Hoover  
PHONE: (801) 736-0637  
FAX: (801) 352-1311  
E-MAIL: carlee@cuiagency.com  
INSURER(S) AFFECTING COVERAGE NAIC #

- **INSURER A:** The Charter Oak Fire Insurance Company 25615
- **INSURER B:** Travelers Property Casualty Co. of America 25674
- **INSURER C:** Benchmark Insurance Co 41394

**INSURED**

Semi-Service, Inc.  
4285 W. 1385 S.  
Salt Lake City, UT 84104

**COVERAGES**

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<td>AGGREGATE $9,000,000</td>
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<td>NON-OWNED</td>
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<td>AUTOS ONLY</td>
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<td>SCHEDULED AUTOS</td>
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<td>MILED AUTOS ONLY</td>
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<tr>
<td><strong>C</strong></td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td></td>
</tr>
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<td></td>
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<td>(Mandatory In R1)</td>
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<td></td>
<td>YES</td>
<td></td>
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<td>N/A</td>
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<tr>
<td><strong>B</strong></td>
<td>COMP/COLLISION</td>
<td>CLAIMS-MADE</td>
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<td>X OCCUR</td>
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</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101)**

Additional Remarks Schedule, may be attached if more space is required

**CERTIFICATE HOLDER**

Grand County Road Department  
125 E Center St.  
Moab, UT 84532

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Signed by ____________________________

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The ACORD name and logo are registered marks of ACORD.
FORM 2
Bid Breakdowns

Respondents are asked to use the following format: I, [signature], agree to provide Grand County with contract bid according to the following.

List bid breakdown including costs:

- See attachment
<table>
<thead>
<tr>
<th></th>
<th>PART #</th>
<th>DESCRIPTION</th>
<th>PRICE EACH</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4000 gal Vac tank</td>
<td>Remove old tank and install new tank. 4000 gal steel, tank FRB Welding 4000 Gallon, Vac ASME/DOT code and non-code vacuum tanks Carbon Steel Heads &amp; Shell Primary &amp; Secondary Shutoff’s 20” Top manway 20” Rear Cleanout Access ladder on Driver Side 5” Sight glasses Full length hose trays Vacuum Pressure Gauges 3” Suction valves jackets 6” Discharge valve with heat jackets Stationary closure system s, 2 each 4” outlet valve on rear. Tank to be painted White</td>
<td>$39,315.71</td>
<td>$39,315.71</td>
</tr>
</tbody>
</table>

Signature Required to Process Order  
PO Number  
Date

<table>
<thead>
<tr>
<th>QTY</th>
<th>PART #</th>
<th>SUGGESTED ITEMS</th>
<th>PRICE EACH</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

- Labor and installation is included in all pricing unless specified.
- Quoted price does not include any applicable F.E.T., sales taxes, and delivery charges.
- Quote price does not include any unforeseen obstructions or modifications.
- Quotation valid until above stated expiration date.
- Terms are due upon receipt unless prior credit arrangements are made at the time of order.
- FOB Salt Lake City, Utah 84104
- 50% down payment required with special order items, NON REFUNDABLE.
- We only Accept Cash, Check, Visa and MasterCard.
Dear Mr. Chris Baird,

Thank you for the opportunity to bid on your equipment needs. Please see attached bid documents and let me know if you have any questions or if you need anything else.

Thank you,

Nate Rogers

Legacy Equipment Company LLC
Office: 801-975-0400
Cell: 801-557-8572
Email: nate.rogers@legacyeq.com
### QUANTITIES

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LABOR CHARGE FOR LEGACY EQUIPMENT TO REMOVE CUSTOMERS EXISTING VACUUM TANK</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td></td>
<td>UNIT AND INSTALL NEW KEEVAC VACUUM TANK TO EXISTING CHASSIS WITH 156&quot; CT</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MEASUREMENT. UNIT IS FOB LEGACY EQUIPMENT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

***DOES NOT INCLUDE NEW PTO, PUMP OR DRIVELINES. QUOTE IS BASED OFF OF USING CUSTOMERS EXISTING HYDRAULICS. IF UNIT REQUIRES NEW PTO, PUMP, DRIVELINES OR ANY UNFORESEEN ITEMS WITH THE REMOVAL AND INSTALLATION OF NEW UNIT, CUSTOMER WILL BE MADE AWARE AND AN ADDITIONAL QUOTE WILL BE PROVIDED FOR ANY OF THESE FORESEEN ITEMS AT THE TIME THEY ARE DISCOVERED AND MUST BE APPROVED BY THE CUSTOMER BEFORE THE ITEMS ARE REPLACED AND THE WORK IS PERFORMED.

**Quote Total:** $44,611.00
**Sales Tax:** $44,611.00
**Total Due:** $44,611.00

- Price does not include chassis or equipment modifications that may be necessary due to unforeseen compatibility issues. Customer will be contacted for approval before any modifications are made.
- Paint, if applicable, will be matched as closely as possible. An exact match cannot be guaranteed.
- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- Quote may not include all applicable Federal Excise Tax, Sales Tax or Delivery Fees.

Customer must fill out the information below before the order can be processed...

<table>
<thead>
<tr>
<th>Accepted by:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>P.O. number:</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
GRAND COUNTY ROAD DEPARTMENT
SEMI TRUCK VACUUM TANK REPLACEMENT

Name of Company Bidding

REQUEST FOR BIDS & STATEMENT OF QUALIFICATIONS

Bids are due by
Thursday, October 10, 2019

SEND ONE ( 1 ) COPY OF THE SEALED BID TO :
Clerk/Auditor’s Office
Chris Baird, Clerk Auditor
125 E Center St
Moab, UT 84532
Phone : 435-259-1322
Email: cbaird@grandcountyutah.net

SEND INQUIRIES TO:
Cody E. McKinney
Road Dept. Fleet Manager
cmckinney@grandcountyutah.net
Phone : 435-259-4132
IMPORTANT NOTICE TO ALL BIDDERS: Grand County reserves the right to disqualify incomplete bids, waive minor defects as it deems applicable in the written bids, request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the respondents, reject any or all bids without penalty, and take any steps necessary to act in the County’s best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work. Bids will not be considered for award if received by Grand County after the official closing date and time.

PART I—PROJECT DESCRIPTION:

Removal and Installation/Mounting of a Vacuum/Pressure Tank on a Class 8 Semi Truck. Services, which will include, but not limited to Removal and discarding of original tank, install and mounting of DOT approved tank setup, reusing of existing vacuum/pressure pump, plumbing of all pressure and relief lines and fittings, tank will have 2 rear discharge fittings: One 3" male NPT pipe—One 4" male NPT pipe.

PART II—RESPONDING TO RFB

TIMELINES: To be considered, one (1) sealed copy of the bid, clearly marked on the outside of envelope shall be submitted to Chris Baird, at 125 E Center St, Moab, UT 84532, no later than 4:00 pm, on Thursday, October 10, 2019 clearly marked on outside of envelope “Grand County”.

BID OPENINGS: Bids shall be opened publicly by a representative from the Clerk/Auditor’s Office and in the presence of at least one witness in the County Courthouse located at 125 East Center Street, Moab, Utah 84532. The amount of each bid and any other relevant information, and the name of each bidder shall be recorded. The record and each bid shall be opened in public inspection.

INSTRUCTIONS FOR RESPONDING TO THIS RFB: It is incumbent upon each respondent to carefully examine these specifications, terms and conditions. Any clarification or additional information shall be made in writing to the appropriate person called out on the cover page. When appropriate the County will respond through written means.

If it becomes necessary to revise or amend any part of this RFB, notice will be given to all respondents who are registered when receiving this bid package. Bidders must acknowledge receipt of the amendment in their bid. Each bidder should ensure that they have received all amendments to this RFB before submitting their bids. Please check the Bids & RFPs page on the Grand County website at www.grandcountyutah.net for any amendments.

BIDS: Attached bid forms are to be completed as instructed and one (1) sealed and marked set is to be returned in response to this RFB. Include copies of the following as part of the RFB:
- Exhibit A – Scope of Work
- Exhibit B – Professional Licenses(s) and Insurance
- Form 1 – Public Records Law
- Form 2 – Bid Breakdowns
- Business license
- Proof of Insurance documents
- Bond documents

PART III—SELECTION PROCESS

SELECTION SCHEDULE: Each bid will be reviewed by a selection committee that may include but is not limited to elected officials, County staff members, and invitees of the County. The committee will evaluate the written bids and rank each bid on the considerations noted in RFB. The committee may request the top
bidders to attend an interview and provide additional information to the committee. Such a request will be made, in writing, to the organization's designee, as listed in the bids.

AREAS OF CONSIDERATION IN THE SELECTION PROCESS: The selection of the successful bidder will be based upon the following criteria:

- Compliance with and information provided in the RFB.
- The company's recent experience with providing services of similar size and scope and the satisfaction of previous client(s).
- Licenses and bonds required to perform work within the State of Utah.
- Demonstrated attention to detail.
- Cost of service.
- The number of facilities that a respondent submits bids on.
- All other criteria deemed pertinent by the committee in review of the bids.

The County will endeavor to negotiate a contract with the successful bidder. In the event that a mutually agreeable contract cannot be negotiated with other than the first bidder, it is anticipated that negotiations will begin with the next highest rated bidder and so on until a mutually agreeable contract can be negotiated.

PART IV—REQUIREMENTS/STANDARDS GOVERNING RFB

SCOPE: The following terms and conditions included in Part IV—Requirements/Standards Governing RFB, shall govern the submission of bids. Any conflict with the terms and conditions contained in Part IV—Requirements/Standards Governing RFB and Part V—Contract shall be controlled by the stricter term or condition. The County reserves the right to reject any bid which takes exception to the terms or conditions in Part IV or Part V of this document.

COMPLETING BID: Bids must be submitted with the required forms herein and all forms must be completed in accordance with the instructions. Any and all corrections and/or erasures must be initialed and dated by the respondent. Each bid must be manually signed in ink by an authorized respondent and all required information must be provided. Each respondent may submit only one (1) bid. The contents of the bid submitted by the successful respondent will become part of any contract awarded as a result of this request.

CONFIDENTIALITY OF BID INFORMATION: Each bid must be securely sealed to provide confidentiality of the bid information prior to the bid opening. The submitted bid envelope must be prominently marked, preferably in the lower left hand corner, “GRAND COUNTY ROAD DEPARTMENT VACUUM TANK REPLACEMENT.” Failure to mark bid envelopes as required is cause for bid rejection as the County may not consider bids improperly marked that are inadvertently opened as routine correspondence prior to the time and date set for the bid submission.

All bids become public information after the bid opening and are available for inspection by the general public in accordance with the Government Records Access and Management Act (GRAMA).

REQUEST FOR INFORMATION: Any request for clarification or additional information deemed necessary by any respondent to present a proper bid shall be made by contacting Cody E. McKinney, Grand County Fleet Manager, (435)259-4132, cmckinney@grandcountyutah.net To be considered, any such request must be received in time to allow the County sufficient time to prepare and disseminate a written response. When appropriate, valid requests received in accordance with the foregoing will be responded to in writing from the County in the form of an addendum addressed to all prospective respondents.

ADDENDUM: All changes in connection with this request for bids will be issued by the County in the form of a written addendum. Signed acknowledgment of receipt of each addendum should be submitted with the bid response.

TAX EXEMPT: Grand County is exempt from federal and state taxes. DO NOT include taxes in the bid.
CONDITIONAL BIDS: Conditional bids are subject to rejection in whole, or in part, at the sole discretion of Grand County.

LATE BIDS AND MODIFICATIONS OR WITHDRAWALS: Bids received after the date and time indicated on the cover sheet shall not be considered and shall be returned (unopened if sealed) if the respondent is identified on the bid envelope. Bids may be withdrawn or modified in writing prior to the bid submission deadline. Bids that are resubmitted or modified must be sealed and submitted to the County prior to the bid submission deadline. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted.

BIDS BINDING: All bids submitted shall be binding upon the respondent if accepted by Grand County within ninety (90) calendar days of the bid submission date. Negligence upon the part of the respondent in preparing the bid confers no right of withdrawal after the time fixed for the submission of bids.

NEGOTIATION: The County reserves the right to negotiate any and all elements of this bid.

TIME LIMIT TO EXECUTE CONTRACT: The respondent must successfully execute a contract within the specified time after the County's notification to enter into contract. If the respondent fails to execute a contract within the required time, award to that respondent may be withdrawn and award made to the next highest rated respondent.

CODES AND REGULATIONS: All deliverables and work within the scope of this request shall be completed by the respondent in conformance with all applicable codes and regulations.

SAFETY: All practices and goods furnished as a result of this request shall comply with the federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environment codes.

NON-LIABILITY: The respondent shall not be liable for delay or failure to deliver services when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy, or by any other circumstances which, in Grand County's opinion, is beyond the control of the respondent. Under such circumstances, however, Grand County may cancel the contract if such action is deemed to be in the best interest of the County.

ASSIGNMENT OF CONTRACTUAL RIGHTS: Successful respondent shall not assign, transfer, convey or otherwise dispose of any contractual rights derived from this quotation request or its right, title or interest in or to the same, or any part thereof, without the previous written consent of Grand County.

INVOICE: Invoices shall be prepared and submitted in duplicate to Grand County Clerk/Auditor's Office, 125 East Center Street, Moab, Utah 84532.

COLLUSIVE BIDS: The respondent certifies, by submission of a bid, that their bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same products or services with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the bids of such respondent void.

CONFLICT OF INTEREST: The award hereunder is subject to provisions of Utah State Statutes and Grand County ordinances and policies. All respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of Grand County, Utah. Further, all respondents must disclose the name of any Grand County employee who owns, directly or indirectly, any interest in the respondent's firm or any of its branches.

No person involved in making the award decisions may have personal investments in any business entity that will create a substantial conflict between their private interests and their public duties. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to
receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use of benefit of any other person or organization from any person or organization interested in selling to the County.

DISCLAIMER OF LIABILITY: Grand County or any of its agencies will not hold harmless or indemnify any respondent for any liability whatsoever.

HOLD HARMLESS: The respondent agrees to protect, defend, indemnify, and hold Grand County, and its officers, council members, commissions, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character resulting from the error, omission, or negligent act of the respondent, its agents, employees, or representatives, in the performance of the respondent's duties under any agreement resulting from award of this bid. The respondent further shall agree to investigate, handle, respond to, provide defenses for, and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

ANTI-DISCRIMINATION CLAUSE: No respondent on this bid request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of Grand County's, Clerk/Auditor's Office. Therefore, it is necessary that any and all information presented is accurate and will be that by which the respondent will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail. If there is a discrepancy between the estimated quantities of work in a contract and actual quantities, the estimated quantities shall prevail.

PUBLIC RECORD: Grand County is governed by the Governmental Record Access and Management Act (except from exemptions allowed by state law). Information or data pertinent to the respondent's bid and of a confidential nature must be bound and placed in a separate sealed envelope and included with each copy of the respondent's bid. Grand County requests that a minimum amount of confidential material be used by the respondent in preparing responses to the bid. Materials consisting merely of general descriptive information will not be considered confidential under any circumstances.

SUBSTITUTIONS: No substitutions will be accepted for goods proposed after award, without the prior approval of Grand County. Any substitutions allowed will be supplied at no more than the contract bid prices.

DISCOUNTS: Any and all discounts must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award or awards.

INCURRED EXPENSES: This bid does not commit Grand County to make an award, nor shall the County be responsible for any cost or expenses which may be incurred by any respondent in preparing and submitting any offer, or expenses incurred by any respondent prior to the execution of a purchase order or contract agreement.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement. All specifications shall seek to promote overall economy and best use for the purpose intended and encourage competition in satisfying the County's needs.

LOCAL VENDORS. Where practical and reasonable, and within the scope of this article, Utah products and local vendors shall be given preference. Specifically, County departments are encouraged to determine whether or not local merchants can meet prices quoted by out-of-county vendors. The purchasing agent is not required to purchase goods at the lowest price if there is an offsetting or added expense for travel, shipping, or other inconvenience associated with an out-of-county purchase.
NO WAIVER OF FUTURE RIGHTS: No provision in this document or in the respondent's bid shall be construed, expressly or by implication, as a waiver by Grand County of any existent or future right and/or remedy available by law in the event of any claim or default or breach of contract.

BOND AMOUNTS. Upon the award of all construction contracts, the following bonds or security shall be delivered to the County:
(a) A performance bond in an amount equal to 100% of the contract price; or
(b) A payment bond in an amount equal to 100% of the contract price to serve as protection of all persons or companies supplying labor and/or material to the contractor or its subcontractors for the performance of the contract.

RFB DISCLAIMER. Grand County reserves the right to disqualify incomplete bids, waive minor defects as it deems applicable in the written bids, to request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the respondents, reject any or all bids without penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work.

SUSPENSION & TERMINATION. Through written notification the County may order an immediate suspension of work with or without cause. The contract may be terminated in accordance to the provision contained in the contract.
Exhibit A

Professional License(s) and Insurance

Contractor shall be in possession of all professional licenses required to perform work and insurances prior to the commencement of the work and are attached in this Exhibit.

List license and insurance information:

SEE ATTACHED FORMS
Notice: this certificate must be posted in a conspicuous place

SALT LAKE CITY CORPORATION

CITY I.D. Number LIC2011-01631
(423830)

This is to certify that the herein name, having complied with the ordinance in force, related to licenses, is hereby licensed to transact the business of:

TRUCKS, INDUSTRIAL, MERCHANT WHOLESALER

<table>
<thead>
<tr>
<th>COMMERCIAL LICENSE</th>
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</tr>
</thead>
<tbody>
<tr>
<td>EMPLOYEES - FULL TIME</td>
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</tr>
<tr>
<td>AUTO DEALERS</td>
<td>1</td>
</tr>
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Commencing and Jul 01, 2013
Ending Jun 30, 2014

Within Salt Lake City, Utah at the address indicated below:

LEGACY EQUIPMENT COMPANY
1220 S LEGACY VIEW St
Salt Lake City, UT 84104-0000

In Testimony Whereof, I have hereunto set my hand:

Attest:  

This License is Not Transferable
**CERTIFICATE OF GARAGE INSURANCE**

**DATE (MM/DD/YYYY):** 04/18/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed, if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<table>
<thead>
<tr>
<th>INSURER(S) AFFORDING COVERAGE</th>
<th>NAIC #</th>
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<tbody>
<tr>
<td>Sentry Select Insurance Company</td>
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**PROD / CUSTOMER ID:**

<table>
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<tr>
<th>INSURER</th>
<th>CERTIFICATE #</th>
<th>REVISION #:</th>
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</thead>
<tbody>
<tr>
<td>Sentry Select Insurance Company</td>
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**COVERAGES**

**TYPE OF INSURANCE**

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<th>INSURER</th>
<th>CERTIFICATE #</th>
<th>REVISION #:</th>
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**COVERAGE**

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<th>LOCATION</th>
<th>policy</th>
<th>limits</th>
<th>remarks</th>
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<td>1556533</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

Legacy Equipment Company, LLC DBA Legacy Equipment of Utah, LLC
1220 S Legacy View St
Salt Lake City, UT 84104-6561

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE**

John Magee

**ACORD 30 (2016/03)**

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04/18/2019
**Garage keepers Liability**

<table>
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<tr>
<th>Location</th>
<th>State</th>
<th>Basis</th>
<th>Collision Limit</th>
<th>Comp/OTC/Specified Perils Limit</th>
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<tbody>
<tr>
<td>2</td>
<td>UT</td>
<td>Direct Coverage (Primary)</td>
<td>$ 3,250,000</td>
<td>$ 3,250,000</td>
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<tr>
<td>3</td>
<td>CA</td>
<td>Direct Coverage (Primary)</td>
<td>$ 750,000</td>
<td>$ 750,000</td>
</tr>
<tr>
<td>4</td>
<td>WA</td>
<td>Direct Coverage (Primary)</td>
<td>$ 1,000,000</td>
<td>$ 1,000,000</td>
</tr>
</tbody>
</table>
Compliance with Public Records Law Form

Upon selection of the award, submittals become “public records” and shall be subject to public disclosure consistent with the Governmental Records Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your bid package is (are) exempt from the Governmental Records Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Grand County, County Council, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: LEGACY EQUIPMENT COMPANY LLC

Authorized representative (printed): NATE ROGERS

Authorized representative (signature): [Signature]

Date: 10/9/19
FORM 2
Bid Breakdowns

Respondents are asked to use the following format. I, ____________, agree to provide Grand County with contract bid according to the following.

List bid breakdown including costs:

SEE ATTACHED DETAILED QUOTE
<table>
<thead>
<tr>
<th><strong>AGENDA SUMMARY</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GRAND COUNTY COUNCIL MEETING</strong></td>
</tr>
<tr>
<td><strong>NOVEMBER 6(^{th}), 2019</strong></td>
</tr>
</tbody>
</table>

**Agenda Item:** P

<table>
<thead>
<tr>
<th><strong>TITLE:</strong></th>
<th>Approving change order with Armstrong Consultants Task Order D for work with Historic Preservation Treatment Plan associated with the Runway Expansion Project</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FISCAL IMPACT:</strong></td>
<td>Estimated $29,910; $28,508 from existing FAA and UDOT grants, $1,402 local, budgeted funds.</td>
</tr>
<tr>
<td><strong>PRESENTER(S):</strong></td>
<td>Tammy Howland, Interim Airport Director</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**
I move to approve the change order with Armstrong Consultants Task Order D for work with the Historic Preservation Treatment Plan associated with the Runway Expansion Project, and authorize the Chair to sign all associated documents.

**BACKGROUND:**
In 2018, the runway at Canyonlands Field Airport was expanded to accommodate the growth of the airport. The project was funded through an FAA grant, a UDOT-Aeronautics grant, and local funds acquired through a $600,000 C.I.B. loan. This funding included an estimated $500,000 to address cultural site mitigation.

A portion of this funding was to include the mitigation of several cultural sites located adjacent to airport property along Blue Hills Rd. The original Task Order D established with Armstrong Consultants did not include the extensive work that is being required to accomplish this portion of the project.

This change order will cover the costs of performing this work. This will not require any additional funds that were not already budgeted for the runway upgrade project.

**ATTACHMENT(S):**
1) Task Order D.
2) Task Order D Amendment.
1. This Amendment modifies Task Order D dated September 15, 2017, which a part of and incorporated by reference into the Professional Services Agreement made on January 6, 2015, between GRAND COUNTY, UTAH (Sponsor) and ARMSTRONG CONSULTANTS, INC., (Engineer) providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. LOCATION – Canyonlands Field, Grand County, Utah

3. WORK PROGRAM – Attached
   
   **Additional Work Element** – *Cultural Resource Mitigation Coordination*

4. FEES - The fees will be as noted below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Task Order D Engineering Total</td>
<td>$1,913,060.00</td>
</tr>
<tr>
<td><strong>Additional Work Element – Special Services</strong></td>
<td></td>
</tr>
<tr>
<td>Cultural Resource Mitigation (Estimated Cost)</td>
<td>$26,410.00</td>
</tr>
<tr>
<td>Cultural Resource Mitigation (Fixed Fee)</td>
<td>$3,500.00</td>
</tr>
<tr>
<td><strong>Revised Engineering Total</strong></td>
<td>$1,942,970.00</td>
</tr>
<tr>
<td><em>(1)</em> Total is based on estimated hours shown on attached Professional Services Cost Estimate</td>
<td></td>
</tr>
</tbody>
</table>

5. ATTACHMENTS - Required Contact Provisions for A/E Contracts Under Airport Improvement Program
PROFESSIONAL SERVICES COST ESTIMATE:

<table>
<thead>
<tr>
<th>Position</th>
<th>Regular Hourly Rate</th>
<th>Overtime Hourly Rate</th>
<th>Estimated Regular Hours</th>
<th>Estimated Overtime Hours</th>
<th>Estimated Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$209</td>
<td>-</td>
<td>66</td>
<td>-</td>
<td>$13,794.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$152</td>
<td>-</td>
<td>50</td>
<td>-</td>
<td>$7,600.00</td>
</tr>
<tr>
<td>Planning Project Manager</td>
<td>$152</td>
<td>-</td>
<td>6</td>
<td>-</td>
<td>$912.00</td>
</tr>
<tr>
<td>Project Engineer</td>
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<td>-</td>
<td>8</td>
<td>-</td>
<td>$944.00</td>
</tr>
<tr>
<td>Drafter</td>
<td>$90</td>
<td>$135</td>
<td>8</td>
<td>0</td>
<td>$720.00</td>
</tr>
<tr>
<td>Clerical</td>
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<td>0</td>
<td>$624.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ESTIMATED TOTAL DIRECT FEES $24,594.00</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Expense</th>
<th>Rate</th>
<th>Estimated Quantity</th>
<th>Estimated Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging Per Diem</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Meals &amp; Incidental Expenses Per Diem</td>
<td>$71/day</td>
<td>12</td>
<td>$852.00</td>
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<tr>
<td>Vehicle Expenses</td>
<td>$0.58/mile</td>
<td>800</td>
<td>$464.00</td>
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<tr>
<td>Misc Expenses</td>
<td>Actual Costs</td>
<td>500</td>
<td>$500.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>ESTIMATED TOTAL REIMBURSABLE FEES $1,816.00</td>
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</table>

TOTAL ESTIMATED PROFESSIONAL SERVICES FEES 26,410.00
ADDITIONAL WORK ELEMENT  CULTURAL RESOURCES MITIGATION COORDINATION

1. As part of the Runway Design Code upgrade of Runway 3/21, which involved the upgrade from B-II to C-II, the Runway Safety Area (RSA) was widened to 500 feet (from 150 feet) and extended to 1,000 feet (from 300 feet) beyond the runway threshold. This RSA expansion beyond the Runway 3 threshold requires the relocation of an adjacent public road and an ephemeral drainage in order for the RSA to meet standard geometric configuration. Additionally, in order for the RSA and Runway Protection Zone (RPZ) to fall within the airport property boundary, a land transfer is required in order to transfer the land from the Bureau of Land Management (BLM) to Grand County. Cultural resources have been identified both within the proposed alignments of the relocated road and drainage, as well as within the revised property boundary. The Finding of No Significant Impact (FONSI) issued for the environmental assessment performed for the Runway 3/21 upgrade stipulated that these resources shall be mitigated prior to any work commencing that would impact these resources. As a result, the first phase of construction performed for the runway upgrade included a displaced threshold on Runway 3, in order for the RSA beyond the runway threshold to meet C-II standards. Once the cultural resources are mitigated, then the second phase of construction can commence, which will include the relocation of the road and drainage, the construction of a fully compliant C-II RSA, and the construction of new perimeter fencing along the new property boundary. Certain engineering tasks, described herein, are required in order to enable the cultural resource mitigation required. Given the nature of this work, it was determined that a cost plus fixed fee, not to exceed contract structure would be most appropriate.

2. At the time Task Order D was developed and signed it was only anticipated that the Historic Preservation Treatment Plan (HPTP) was to be developed by the selected archaeological firm as described in Element 1, Project Development, Activities 9 and 10 of Task Order D. However, funding has allowed for the complete remediation of the cultural site in addition to the development of the HPTP. This has added a significant amount of unanticipated support work to assist the sponsor in the execution of the cultural remediation work.
I. **SPECIAL SERVICES**

Generally, the activities described below are required in order to enable the cultural resource mitigation required for this project. This work is beyond the initial scope of Task Order D.

Activities include:

1. Attend preliminary conference with the BLM, FAA and Sponsor to determine the appropriate contract vehicle for the cultural resource mitigation, establish general work items required for the mitigation, establish parameters for the project definition and work areas.

2. Develop a draft Scope of Work for the engineering tasks associated with this work. Upon receiving approval of the scope of work narrative, engineering hours and fees will be estimated in order to provide a not to exceed amount for project budgeting purposes. The Engineer will assist the Sponsor with the submittal of a Record of Negotiations to document the fee negotiation performed for the project.


4. Assist the Sponsor with scope development and fee negotiation with the selected archaeological firm, assist with communications between the Sponsor and the FAA to receive FAA approval of the cultural resource mitigation scope of work.

5. Attend on-site meetings as necessary to help Sponsor coordinate cultural mitigation work with affected agencies, such as the Ute Indian Tribe, Utah State Historic Preservation Office (SHPO), and BLM.

6. Participate in miscellaneous conference calls with the archaeological firm, Sponsor, FAA, State Aeronautics, and other agencies as required to coordinate the various aspects of this work.

7. Receive regular invoices from archaeological firm, review invoicing for conformance with established project budget, grant eligibility, and assist Sponsor in the processing of FAA and State grant drawdowns.

8. Develop exhibits, as necessary, depicting work areas, cultural resource mitigation areas, and other miscellaneous items for the purpose of communicating project specifics with the FAA, BLM, and other affected agencies.
**Detailed Engineering Fee Breakout**

**Airport:** Canyonlands Field  
**ACI Project Number:** 166393  
**Location:** Grand County, UT (Moab)  
**Date:** 9/25/19  
**AIP Grant No.:** 3-49-0020-030-2017  
**Project Description:** ARC Upgrade RW 3/21 - Cultural Resource Mitigation Coordination

Note: This spreadsheet is provided to show how the lump sum totals for each phase have been established. The monthly billing will be a simple percentage of each phases total lump sum amount.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Principal</th>
<th>Project Manager</th>
<th>Planning Project Manager</th>
<th>Project Engineer</th>
<th>Drafter</th>
<th>Clerical</th>
<th>Total Hours</th>
<th>Cost Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>209.00</td>
<td>152.00</td>
<td>152.00</td>
<td>118.00</td>
<td>90.00</td>
<td>78.00</td>
<td>13</td>
<td>$2,850.00</td>
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<tr>
<td>2</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>3</td>
<td></td>
<td></td>
<td>11</td>
<td>$1,826.00</td>
</tr>
<tr>
<td>3</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>1</td>
<td></td>
<td></td>
<td>4</td>
<td>$648.00</td>
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<tr>
<td>4</td>
<td>30</td>
<td>15</td>
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<td>45</td>
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<td>$8,550.00</td>
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<tr>
<td>5</td>
<td>2</td>
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<td>2</td>
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<td></td>
<td></td>
<td>11</td>
<td>$1,826.00</td>
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<tr>
<td>6</td>
<td>4</td>
<td>2</td>
<td>6</td>
<td>8</td>
<td></td>
<td></td>
<td>14</td>
<td>$1,798.00</td>
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<tr>
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<td>4</td>
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<td>2</td>
<td>6</td>
<td>8</td>
<td></td>
<td>32</td>
<td>$4,392.00</td>
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<tr>
<td>8</td>
<td>4</td>
<td>12</td>
<td>2</td>
<td>6</td>
<td>8</td>
<td></td>
<td>0</td>
<td>$4,392.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$13,794.00</td>
<td>$7,600.00</td>
<td>$912.00</td>
<td>$944.00</td>
<td>$720.00</td>
<td>$624.00</td>
<td>146</td>
<td><strong>$24,594.00</strong></td>
</tr>
</tbody>
</table>

**Reimbursable Expenses**

- **Lodging Per Diem:**
  - 0 Days $181.00 $0.00
- **Meals and Incidental Expenses Per Diem:**
  - 12 Days $71.00 $852.00
- **Vehicle Expenses:**
  - 800 Mi $2.58 $464.00
- **Misc Expenses:**
  - 500 Actual $1.00 $500.00

**Total Professional Services Cost Estimate (Cost):** $26,410.00

**Total Professional Services Cost Estimate (Fixed Fee):** $3,500.00
## Agenda Summary

### Grand County Council Meeting

**November 6, 2019**

<table>
<thead>
<tr>
<th>Agenda Item: Q</th>
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</table>

<table>
<thead>
<tr>
<th><strong>Title:</strong></th>
<th>Approving the increased employee contribution amount for 2020 insurance plans</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fiscal Impact:</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Presenter(s):</strong></td>
<td>Renee Baker, Human Resources Director</td>
</tr>
</tbody>
</table>

**Prepared By:**

**Renee Baker**  
**Human Resources Director**  
(435) 259-1323  
rbaker@grandcountyutah.net

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**Recommendation:**

I move to approve the increase to the employee contributions of health insurance premiums for 2020 and authorize the chair to sign all associated documents.

**Background:**

With the increase to Grand County’s insurance costs for 2020, I have calculated the total package increase and applied it to the employee paid contributions.

**Attachment(s):**

1. Proposed 2020 Employee Contributions Breakdown  
2. Proposed 2020 Employee Contributions as it will be printed in the 2020 Insurance Booklet  
3. The 2019 Employee Contributions that was printed in the 2019 Insurance Booklet
## Proposed 2020 Employee Contributions

### 2020 Increased

<table>
<thead>
<tr>
<th>Service</th>
<th>Current Annual</th>
<th>2020 Increased Annual</th>
<th>Difference Annual</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Insurance</td>
<td>$2,483,338.56</td>
<td>$2,657,237.76</td>
<td>$173,899.20</td>
<td>7.00%</td>
</tr>
<tr>
<td>Vision Insurance</td>
<td>$2,134.08</td>
<td>$2,134.08</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Dental Insurance</td>
<td>$24,713.28</td>
<td>$25,454.88</td>
<td>$741.60</td>
<td>3.00%</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>$23,934.12</td>
<td>$26,760.12</td>
<td>$2,826.00</td>
<td>11.80%</td>
</tr>
<tr>
<td>LTD</td>
<td>$27,211.36</td>
<td>$29,004.10</td>
<td>$1,792.74</td>
<td>6.60%</td>
</tr>
</tbody>
</table>

**Total:**

<table>
<thead>
<tr>
<th>Current Annual</th>
<th>2020 Increased Annual</th>
<th>Difference Annual</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,561,331.40</td>
<td>$2,740,590.94</td>
<td>$179,259.54</td>
<td>7.00%</td>
</tr>
</tbody>
</table>

### Contributions from Employees to Premiums

#### Monthly Breakdown:

<table>
<thead>
<tr>
<th>Service</th>
<th>Current</th>
<th>Proposed</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$100.64</td>
<td>$107.68</td>
<td>$7.04</td>
</tr>
<tr>
<td>Two Party</td>
<td>$128.55</td>
<td>$137.55</td>
<td>$9.00</td>
</tr>
<tr>
<td>Family</td>
<td>$247.92</td>
<td>$265.27</td>
<td>$17.35</td>
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</table>

#### Bi-Weekly Breakdown:

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<th>Current</th>
<th>Proposed</th>
<th>Difference</th>
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<tr>
<td>Employee Only</td>
<td>$50.32</td>
<td>$53.84</td>
<td>$3.52</td>
</tr>
<tr>
<td>Two Party</td>
<td>$64.28</td>
<td>$68.77</td>
<td>$4.50</td>
</tr>
<tr>
<td>Family</td>
<td>$123.96</td>
<td>$132.64</td>
<td>$8.68</td>
</tr>
</tbody>
</table>

**Total Package Increase:** 7.00%
# Grand County
**PROPOSED Employee Contributions & Premiums**

*January 1, 2020 – December 31, 2020*

## Medical
**Cigna**

<table>
<thead>
<tr>
<th>Status</th>
<th>Total Premium Per Month</th>
<th>Grand County Contribution Per Month</th>
<th>Employee Cost Per Month</th>
<th>Employee Cost Per Pay Period</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Single</strong></td>
<td>$768.36</td>
<td>$660.68</td>
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<tr>
<td><strong>Two Party</strong></td>
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</table>

**Health Savings Account**

<table>
<thead>
<tr>
<th>Status</th>
<th>Total Premium Per Month</th>
<th>Grand County Contribution Per Month</th>
<th>Employee Cost Per Month</th>
<th>Employee Cost Per Pay Period</th>
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</thead>
<tbody>
<tr>
<td><strong>Single</strong></td>
<td>$656.40</td>
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<td><strong>Two Party</strong></td>
<td>$1,247.21</td>
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<tr>
<td><strong>Family</strong></td>
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</table>

## Health Savings Account
**National Benefit Services**

<table>
<thead>
<tr>
<th>Status</th>
<th>HSA Contributions</th>
<th>Grand County Contribution Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Single</strong></td>
<td></td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Two Party</strong></td>
<td></td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>Family</strong></td>
<td></td>
<td>$200.00</td>
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</table>

## Dental
**Cigna**

<table>
<thead>
<tr>
<th>Status</th>
<th>Total Premium Per Month</th>
<th>Grand County Contribution Per Month</th>
<th>Employee Cost Per Month</th>
<th>Employee Cost Per Pay Period</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Single</strong></td>
<td>$41.17</td>
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<tr>
<td><strong>Two Party</strong></td>
<td>$69.11</td>
<td>$69.11</td>
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<td>$0.00</td>
</tr>
<tr>
<td><strong>Family</strong></td>
<td>$126.09</td>
<td>$126.09</td>
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</tr>
</tbody>
</table>

## Vision
**Cigna**

<table>
<thead>
<tr>
<th>Status</th>
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<th>Grand County Contribution Per Month</th>
<th>Employee Cost Per Month</th>
<th>Employee Cost Per Pay Period</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Single</strong></td>
<td>$5.31</td>
<td>$5.31</td>
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<td>$0.00</td>
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<tr>
<td><strong>Two Party</strong></td>
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<td><strong>Family</strong></td>
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</tbody>
</table>

## Life
**Lincoln Financial**

<table>
<thead>
<tr>
<th>Status</th>
<th>Basic Life</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>100% Paid by Grand County for Employee Only</td>
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</table>

## Disability
**Lincoln Financial**

<table>
<thead>
<tr>
<th>Status</th>
<th>Long Term Disability</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>100% Paid by Grand County for Employee Only</td>
</tr>
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</table>
### Grand County
Employee Contributions & Premiums
January 1, 2019 – December 31, 2019

#### Medical
Cigna

<table>
<thead>
<tr>
<th>Status</th>
<th>Total Premium Per Month</th>
<th>Grand County Contribution Per Month</th>
<th>Employee Cost Per Month</th>
<th>Employee Cost Per Pay Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$731.45</td>
<td>$630.81</td>
<td>$100.64</td>
<td>$50.32</td>
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<td>Family</td>
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<td>$1,836.72</td>
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Health Savings Account

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<th>Grand County Contribution Per Month</th>
<th>Employee Cost Per Month</th>
<th>Employee Cost Per Pay Period</th>
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<tbody>
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<td>$0.00</td>
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#### Health Savings Account
National Benefit Services

<table>
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<th>Status</th>
<th>HSA Contributions</th>
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</thead>
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<tr>
<td>Two Party</td>
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<tr>
<td>Family</td>
<td>$200.00</td>
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#### Dental
Cigna

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<th>Employee Cost Per Month</th>
<th>Employee Cost Per Pay Period</th>
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<tr>
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#### Vision
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<th>Employee Cost Per Month</th>
<th>Employee Cost Per Pay Period</th>
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</table>

#### Life
Lincoln Financial

- **Basic Life**: 100% Paid by Grand County for Employee Only

#### Disability
Lincoln Financial

- **Long Term Disability**: 100% Paid by Grand County for Employee Only
**AGENDA SUMMARY**

**GRAND COUNTY COUNCIL MEETING**

**NOVEMBER 6TH 2019**

<table>
<thead>
<tr>
<th>Agenda Item: R</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TITLE:</strong> Approving reclassifications of the Thompson Springs Welcome Center positions for 1) Welcome Center Manager and 2) Center Representatives</td>
</tr>
<tr>
<td><strong>FISCAL IMPACT:</strong> None</td>
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<tr>
<td><strong>PRESENTER(S):</strong> Renee Baker, HR Director</td>
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**RECOMMENDATION:**

I move to approve the reclassifications of the Thompson Springs Welcome Center positions for Welcome Center Manager from a Grade 5 to a Grade 9 and the Center Representatives from a Grade 1 to a Grade 4 and authorize the Chair to sign all associated documents.

**BACKGROUND:**

The County took over the administrative functions of the Thompson Welcome Center at the beginning of 2019, the money for the budget of the Welcome Center is paid by the Utah Office of Tourism. We are just bringing up the employee’s salaries to be more in line with their positions, and will not go over the current budget for 2019 or the funds that will be provided in 2020.

**ATTACHMENT(S):**

1. Breakdown of Thompson Welcome Center 2019 Salaries and Benefits Budget and proposed Grade Changes.
2. Job descriptions for Welcome Center Manager and Center Representatives
## Thompson Welcome Center
### 2019

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>Spent</th>
<th>Remaining</th>
<th>Expected to Spend</th>
<th>With Rate Change</th>
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<tr>
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<td>SALARIES</td>
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<td>BENEFITS</td>
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### Thompson Welcome Center

<table>
<thead>
<tr>
<th>Position</th>
<th>Current</th>
<th>Proposed G/S</th>
<th>Proposed</th>
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</thead>
<tbody>
<tr>
<td>MANAGER (FT)</td>
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<td>G9/S6</td>
</tr>
<tr>
<td>REPRESENTATIVE (PT)</td>
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<td>G4/S1</td>
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<tr>
<td>REPRESENTATIVE (PT)</td>
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<td>$14.57</td>
<td>G4/S1</td>
</tr>
<tr>
<td>REPRESENTATIVE (PT)</td>
<td>G1/S1</td>
<td>$14.57</td>
<td>G4/S1</td>
</tr>
</tbody>
</table>
Title: Thompson Welcome Center- Center Manager

Job Code: Administration

Division: Administration

Effective Date: 12/11/18

Department: Travel Council

Last Revised: 12/11/18

GENERAL PURPOSE
Welcome and engage visitors to Utah, discuss points of interest and activities within the State and Moab Area. Serves as a primary point of contact for inquiries and issues at the Center. Supervises center staff, maintains schedule to ensure all shifts are covered. Provide Travel Board with any requests and reports they may need. Buy and stock supplies needed in the center. Attend Canyonlands Travel Region meetings when required. Keep in contact with UDOT, Moab Area Travel Council and property management company DBI on any maintenance issues that arise at the center. In addition, performs a variety of working level administrative support and duties to expedite the day to day operations of the Thompson Welcome Center and the Grand County Travel Council.

SUPERVISION RECEIVED
Works under the direct supervision of the Moab Area Travel Council Director.

SUPERVISION EXERCISED
Supervises part-time Information Clerk.

ESSENTIAL FUNCTIONS

Welcome Center Duties: Provided a quality experience for everyone who visits the center; Be familiar with the area and state to give quality directions; Hand out brochures and maps of the State; Respond to visitors questions and issues quickly. Keep brochures stocked in display racks and desk area. Light Cleaning including vacuuming, dusting, cleaning windows, and counters. Keep in contact with Center Manager as issues arise. Learn Flag Etiquette, flags will be taken in and outside daily. Keep the beverage area stocked and cleaned. Keep up wall and counter displays, replace items as needed and budget allows. Make DBI (current property management, hired by UDOT) employees aware of any maintenance issues that arise within the Center.

Accounting: Submits annual budget request. Computes and records revenue and expenses from budget and keeps ongoing record of individual accounts in budget; collects invoices and statements to have vouchers made for payment and inspects to assure proper billing has been made; oversees the petty cash fund; assists with the preparation and tracking of office expenses, billings, and accounts receivable; maintains records and documentation for grants received from state, federal, and other agencies.

Administrative Support: Create and manage the schedule of Center Employees, cover gaps in schedule when needed. Set hours of operation in accordance with Board Direction. Order brochures and other marketing materials. Performs clerical, customer service, public relations and clerical duties to include; answer, track, and respond to incoming phone calls, e-mails and other communiqués from callers and clients; greets clients or walk-in visitors, assists them with general tourist and travel information, and direct them to appropriate destination(s).
MINIMUM QUALIFICATIONS

1. Education and Experience:
   A. High School Diploma AND
   B. Two (2) years of related experience in public relations, reception, sales or customer service. OR
   C. An equivalent combination of education and experience.

2. Required Knowledge, Skills and Abilities:
   Working knowledge of general office procedures, equipment, and methods, English, spelling, grammar, and punctuation; various software applications utilized in work processing. Knowledge of the Moab Area and Utah State, and activities in the area.

   Skill in public relations, engaging strangers in conversations and make all people feel welcome.

   Ability to operate standard office equipment such as desktop computers, copy machines, typewriters, calculators, paper folder, etc.; ability to follow verbal and written instructions; ability to perform clerical and secretarial work involving departmental operations; ability to perform under stress of time deadlines, frequent changes in programs and seasonal demands; a; ability to establish and maintain effective working relations with fellow employees and the public. Ability to maintain a clean center and workplace. Ability to lift 35 lbs., to load and unload brochures.

3. Special Qualifications:
   Must have a current Utah driver's license.

4. Working Environment:
   General office environment requiring variety of physical activities not generally involving muscular strain, such as walking, standing, stooping, sitting, reaching, hearing and seeing. Mental application utilizes memory for details, emotional stability and discriminating thinking and creative problem solving. Modest flexibility of schedule is necessary, as weekend and evening hours are sometimes needed, limited travel to accommodate the Center needs.
Grand County
Job Description

| Title: Thompson Welcome Center- Representative |
| Job Code: |
| Division: Administration | Effective Date: |
| Department: Travel Council | Last Revised: 12/11/18 |

GENERAL PURPOSE
Welcome and engage visitors to Utah, discuss points of interest and activities within the State and Moab Area. Serves as a primary point of contact for inquiries and issues at the Center. In addition, performs a variety of working level administrative support and duties to expedite the day to day operations of the Thompson Welcome Center and the Grand County Travel Council.

SUPERVISION RECEIVED
Works under the direct supervision of the Thompson Welcome Center Manager, and the supervision of the Moab Area Travel Council Director.

SUPERVISION EXERCISED
None

ESSENTIAL FUNCTIONS

Welcome Center Duties: Provided a quality experience for everyone who visits the center; Be familiar with the area and state to give quality directions; Hand out brochures and maps of the State; Respond to visitors questions and issues quickly. Keep brochures stocked in display racks and desk area. Light Cleaning including vacuuming, dusting, cleaning windows, and counters. Keep in contact with Center Manager as issues arise. Learn Flag Etiquette, flags will be taken in and outside daily. Keep the beverage area stocked and cleaned.

Administrative Support: Performs clerical, customer service, public relations and clerical duties to include; answer, track, and respond to incoming phone calls, e-mails and other communiqués from callers and clients; greets clients or walk-in visitors, assists them with general tourist and travel information, and direct them to appropriate destination(s).

MINIMUM QUALIFICATIONS
1. Education and Experience:
   A. High School Diploma
   AND
   B. Two (2) years of related experience in public relations, reception, sales or customer service.
   OR
   C. An equivalent combination of education and experience.
2. Required Knowledge, Skills and Abilities:

**Working knowledge of** general office procedures, equipment, and methods, English, spelling, grammar, and punctuation; various software applications utilized in work processing. Knowledge of the Moab Area and Utah State, and activities in the area.

**Skill in** public relations, engaging strangers in conversations and make all people feel welcome.

**Ability to** operate standard office equipment such as desktop computers, copy machines, typewriters, calculators, paper folder, etc.; ability to follow verbal and written instructions; ability to perform clerical and secretarial work involving departmental operations; ability to perform under stress of time deadlines, frequent changes in programs and seasonal demands; a; ability to establish and maintain effective working relations with fellow employees and the public. Ability to maintain a clean center and workplace. Ability to lift 35 lbs., to load and unload brochures.

3. Special Qualifications:

Must have a current Utah driver's license.

4. Working Environment:

General office environment requiring variety of physical activities not generally involving muscular strain, such as walking, standing, stooping, sitting, reaching, hearing and seeing. Mental application utilizes memory for details, emotional stability and discriminating thinking and creative problem solving. Modest flexibility of schedule is necessary, as weekend and evening hours are sometimes needed, limited travel to accommodate the Center needs.
### Agenda Item: S

**Title:** Approving a selection committee and process for recommending Council Administrator final candidates for interview by the County Council

**Fiscal Impact:** None

**Presenter(s):** Renee Baker, Human Resources Director and Ruth Dillon, Council Administrator

### Recommendation:

**Option One:** Hiring Committee made from at least a quorum of Council Members (with the HR Director as an interview observer)

I move that the County Council do the following:

- Approve the document entitled “Option One – Council Hiring Committee Procedures for Council Administrator Vacancy in 2020” (either as submitted or with Council changes);
- Approve the first meeting date of the Hiring Committee to be set for ______ at _____ a.m./p.m. to review resumes, interview questions and set interview times.

**Option Two:** Selection/Interview Committee made of 3 Council Members, HR Director, 2 Elected Officials, and 2 Department Heads/Supervisory Employees.

I move that the County Council do the following:

- Approve the document entitled “Option Two - Selection and Interview Committee Procedures for Council Administrator Vacancy in 2020” (either as submitted or with Council changes);
- Appoint the following members to the committee:
  1) Council Member ______
  2) Council Member ______
  3) Council Member ______
  4) Elected Official ______
  5) Elected Official ______
  6) Employee ______
  7) Employee ______
  8) Community Member ______

- Approve that the Interview and Selection Committee will present the names of the final interview candidates to Council at the November 19th regular meeting.

### Background:

The position of Grand County Council Administrator was posted and advertised for 2 weeks. We have received 30 applications by the end date of 10/25/2019 for the County Council Administrator. Attached documents outline 2 options to setting up the committee and what the interview schedule would look like to get this person in place by January, 2020.

### Attachment(s):

1. “Option One – Council Hiring Committee Procedures for Council Administrator Vacancy in 2020”
2. “Option Two - Selection and Interview Committee Procedures for Council Administrator Vacancy in 2020”
3. Process in the Last Decade for Hiring the County Council Administrator.
Option One
Council Hiring Committee Procedures for Council Administrator Vacancy in 2020

Advertising/ Application Period:
- Advertising for the Grand County Council Administrator started on Monday October 14th, 2019 through Friday October 25th, 2019.
- During that time we have received 30 applications and resumes.

First Review- Screen and Interview Questions:

**Hiring Committee:** All County Council Members (understanding that with scheduling constraints that this might not be possible but hiring committee needs a quorum to be available at all meetings.) HR Director will act as committee secretary by gathering materials and taking notes.

**Committee Task:** Review applications and resumes and select 5-10 candidates/finalists to be offered first round interviews and to review and set up first round interview questions.

- Human Resource Director will provide a copy of all applications and the approved job description to the committee on this first meeting.
- On an individual basis the committee members will review each applicant for qualifications.
  - Education and Experience requirements contained in the job description require the following:
    - Graduation from college with a master's degree in public admin, business admin, finance, law or a closely related field.
    - Eight years of managerial experience
    - OR an equivalent combination of education and experience.
  - Other qualifications that would enhance the position:
    - Experience in local government at the elected or administrative level.
    - Experience in developing budgets and auditing the budget.
    - Understanding of land use issues and working with federal agencies.
    - Experience in contract negotiation.
    - Experience in direct personnel management.
- Once the committee has reviewed all applicants each member will select at least 5, up to 10, of the most qualified.
- First meeting will need to be noticed as a public meeting, all discussions will happen in a closed session.
- The committee will meet together by November 15th, 2019 to discuss their selected candidates, the committee will compare their selected candidates and finalize a list of at least 5, no more than 10 candidates for further review.
- During this review, first round interview questions will be set. The same list of questions will be asked of all candidates.
- Those candidates who are not selected for further review will be sent a letter of thanks from the Council, signed by the Council Chair.
First Round of Interviews:

**Hiring Committee:** All County Council Members (understanding that with scheduling constraints that this might not be possible but hiring committee needs a quorum to be available at all meetings.) HR Director will act as committee secretary by gathering materials and taking notes, HR Director will not participate in the questioning process.

**Committee Task:** Tasked to interview the selected 5-10 applicants and proceed with selecting 2-4 finalist candidates for final interviews.

- From the developed list of interview questions, **Council Members** will speak with the selected candidates, either on conference call, skype call, or in person.
- Each candidate will be scheduled through the Human Resource Director for conference call, skype call or in person. **Those interviews will be posted as public meetings, but all discussions and interviews will be completed in closed session.**
- Interviews will be scheduled over two days during the period of **November 18th- November 27th.**
- Depending on the number of candidates, interview should take place on one or two days, scheduling calls back to back if possible.
- Each committee member will respond with subjective comments on an interview form and rate the response from the candidates on a level from 1 to 5 with 5 being excellent.
- Once all candidates have been interviewed, the committee will discuss the outcome based on subjective comments and ratings. The committee will then select the final candidates to offer a second interview.
- **After the selection of the second interview candidates, the committee will set the second interview process.**

Second Round of Interviews and Selection:

**Hiring Committee:** All County Council Members (understanding that with scheduling constraints that this might not be possible but hiring committee needs a quorum to be available at all meetings.) HR Director will act as committee secretary by gathering materials and taking notes, HR Director will not participate in the questioning process.

**Committee Task:** Tasked to interview the 2-4 finalist candidates and select one candidate to extend an employment offer.

- All Council Members should be involved in all of the final interviews; however if this is not possible, in order to proceed a quorum needs to be present for interviews. This could be challenging in making the final selection. In the interest of making the best decision all the Council is encouraged to make themselves available for these interviews. If any Council member cannot attend all the final interviews, that member may want to abstain from voting on the final selection.
- Each candidate will be scheduled through the Human Resource Director for an in person interview. Those interviews will be posted as public meetings, but all discussions and interviews will be completed in closed session.
- Interviews will be scheduled over two days during the period of **December 2nd - December 6th.**
- Each committee member will respond with subjective comments on a second interview form and rate the response from the candidates on a level from 1 to 5 with 5 being excellent.
- Based on the process set forth by the **Hiring Committee** after the first round of interviews, candidates will be interviewed on a more in depth basis. Council will review their qualifications, ratings and comments from the first interviews, (including some of the observations of the interview observers.)
- The Council will have a thorough discussion based on all the information gathered during the process, from this discussion Council will determine the best candidate and invite that candidate back to negotiate employment and answer any questions the candidate may have.
- The Council will officially vote on the appointment at the **December 17th** regular meeting.
Option Two
Selection and Interview Committee Procedures for Council Administrator Vacancy in 2020

Advertising/ Application Period:
- Advertising for the Grand County Council Administrator started on Monday October 14th, 2019 through Friday October 25th, 2019.
- During that time we have received 30 applications and resumes.

First Review- Screen and Interview Questions:
**Selection and Interview Committee:** 3 County Council Members, 2 Elected Officials, HR Director and 2 Department Heads or Supervisory Employees, and a Community Member

**Committee Task:** Review applications and resumes and select 5-10 candidates/finalists to be offered first round interviews and to review and set up first round interview questions.

- Human Resource Director will provide a copy of all applications and the approved job description to the committee on this first meeting.
- On an individual basis the committee members will review each applicant for qualifications.
  - Education and Experience requirements contained in the job description require the following:
    - Graduation from college with a master’s degree in public admin, business admin, finance, law or a closely related field.
    - Eight years of managerial experience
    - OR an equivalent combination of education and experience.
  - Other qualifications that would enhance the position:
    - Experience in local government at the elected or administrative level.
    - Experience in developing budgets and auditing the budget.
    - Understanding of land use issues and working with federal agencies.
    - Experience in contract negotiation.
    - Experience in direct personnel management.
- Once the committee has reviewed all applicants each member will select at least 5, up to 10, of the most qualified.
- First meeting will **not need to be noticed as a public meeting**, all discussions will happen in **private**.
- The committee will meet together by **November 15th, 2019** to discuss their selected candidates, the committee will compare their selected candidates and finalize a list of at least 5, no more than 10 candidates for further review.
- During this review, first round interview questions will be set. The same list of questions will be asked of all candidates.
- Those candidates who are not selected for further review will be sent a letter of thanks from the Council, signed by the Council Chair.
First Round of Interviews:

Selection and Interview Committee: 3 County Council Members, 2 Elected Officials, HR Director and 2 Department Heads or Supervisory Employees and One Community Member

Committee Task: Tasked to interview the selected 5-10 applicants and proceed with selecting 2-4 finalist candidates for final interviews by the Council.

- From the developed list of interview questions, the committee will speak with the selected candidates, either on conference call, skype call, or in person.
- Each candidate will be scheduled through the Human Resource Director for conference call, skype call or in person.
- Interviews will be scheduled over two days during the period of November 18th- November 27th.
- Depending on the number of candidates, interview should take place on one or two days, scheduling calls back to back if possible.
- Each committee member will respond with subjective comments on an interview form and rate the response from the candidates on a level from 1 to 5 with 5 being excellent.
- Once all candidates have been interviewed, the committee will discuss the outcome based on subjective comments and ratings. The committee will then select the final candidates to offer a second interview and recommend those candidates to Council.
- The Selection and Interview Committee will take their candidate recommendations and final interview question recommendations to the December 3rd, 2019 regular Council Meeting.

Second Round of Interviews and Selection:

Hiring Committee: All County Council Members (understanding that with scheduling constraints that this might not be possible but hiring committee needs a quorum to be available at all meetings.) HR Director will act as committee secretary by gathering materials and taking notes, HR Director will not participate in the questioning process.

Committee Task: Tasked to interview the 2-4 finalist candidates and select one candidate to extend an employment offer.

- The County Council will approve a list of questions for the final candidates.
- All Council Members should be involved in all of the final interviews; however if this is not possible, in order to proceed a quorum needs to be present for interviews. This could be challenging in making the final selection. In the interest of making the best decision all the Council is encouraged to make themselves available for these interviews. If any Council member cannot attend all the final interviews, that member may want to abstain from voting on the final selection.
- Each candidate will be scheduled through the Human Resource Director for an in person interview. Those interviews will be posted as public meetings, but all discussions and interviews will be completed in closed session.
- Interviews will be scheduled over two days during the period of December 9th –December 13th.
- Each committee member will respond with subjective comments on a second interview form and rate the response from the candidates on a level from 1 to 5 with 5 being excellent.
- Based on the process set forth by the Selection and Interview Committee after the first round of interviews, candidates will be interviewed on a more in depth basis, Council will review their qualifications, ratings and comments from the first interviews, (including some of the observations of the interview observers.)
- The Council will have a thorough discussion based on all the information gathered during the process, from this discussion Council will determine the best candidate and invite that candidate back to negotiate employment and answer any questions the candidate may have.
- The Council will officially vote on the appointment at the December 17th regular meeting.
Process in the Last Decade for Hiring the County Council Administrator

2012- Summary of Process (6 months from screening to hiring, 3 rounds)

- **Selection and Interview Committee Membership:**
  - 3 Council members
  - 2 elected officials (Sheriff and County Attorney)
  - Human Resources Director
  - 2 county employees (Road Supervisor and Council Assistant)
  - Community representative (T-I publisher)

- **Selection and Interview Committee Tasks (2 months following Council approval of procedures):**
  - Review all 38 applications/resumes to screen out ineligible applicants
  - Review interview questions provided by HR Director to divide them between first and second interviews
  - Interview all qualified applicants
  - Decide on the final candidates for second interview by the full County Council
  - Make a recommendation of final candidates to Council during a regular Council Meeting.

- **County Council Tasks (3 rounds, multiple special meetings, 4 months):**
  - All Council Members asked to participate in final interviews (with HR Director and Council Assistant observing)
  - Approve a Council Study Sub-committee of three
  - Approve the interview questions for candidate second interviews
  - Consider travel/hotel reimbursement for second interviews
  - Make changes to contract template
  - Have Administrator arrange for separate tours with top candidates of county facilities and projects, ideally on the day of the second interview
  - **Round 1:** Conduct 4 final closed session interviews of the top 7 candidates recommended by the Selection and Interview Committee (same day as candidate tours)
  - Negotiate employment terms and salary for a contracted position for the top candidate
  - Work with the HR Director on drafting a conditional offer of employment for the top candidate
    - As became necessary hold special meeting for considering counteroffer
    - As became necessary when a counteroffer fell through due to Council tie vote and final offer being declined by candidate, Council Study Sub-committee to re-review the pool of screened-out applicants and consider any needed job description and/or salary range changes
  - **Round 2:** Conduct additional closed session interviews from the pool of screened-out applicants
    - As became necessary, hold special meeting to re-open the recruitment process for 2 weeks
  - **Round 3:** Conduct additional closed session interviews from the new pool of candidates
  - From the Study Sub-committee’s recommendation, in a special meeting approve regular employment with a Grade in place of contracted employment
  - Make offer
  - Following acceptance from the top candidate, discuss the hiring selection during a closed session of a regular Council meeting and announce during same-day open session
  - Approve thank-you letters
2009- Summary of Process (3.5 months from screening to hiring, one round)

- **First Review Screening Committee Membership:**
  - 3 Council members
  - 2 elected officials (Sheriff and County Attorney)
  - Human Resources Director
  - 2 county employees (Road Supervisor and Council Assistant)
  - Community representative (T-I publisher)

- **Screening Committee Tasks (one month):**
  - Draft interview questions with support from HR Director
  - Review all applications/resumes to have 4 to 8 candidates to send to the First Interview Committee for interviewing, presumably against the job description

- **First Interview Committee Membership:**
  - 3 Council members
  - 2 elected officials (Clerk/Auditor and County Attorney)
  - Human Resources Director
  - 2 county employees (Library Director and Council Administrator Assistant)
  - Community representative (Moab City Manager)

- **Interview Committee Tasks (one month):**
  - Hold initial meeting to review tasks and implement a schedule
  - Review the job description against the applications/resumes
  - Finalize the list of interview questions recommended by the First Review Screening Committee
  - Interview the 7 candidates from the screen of all applications
  - Task the 7 candidates with exercises: 1) writing and 2) developing a presentation
  - Select the final 2 to 4 candidates for second interview by the full County Council
  - Make a recommendation of the final 2 to 4 candidates to Council during a regular Council Meeting

- **County Council Tasks (two months):**
  - All Council Members asked to participate in final interviews (with HR Director and Council Assistant observing); minimum of 5 required
  - Create the questions for candidate second interviews
  - Have Administrator arrange for separate tours with top 3 candidates of county facilities and projects, ideally on the day of the second interview
  - Hold a community Meet 'n Greet in the Courthouse Forum with the top 3 candidates
  - Conduct the final interviews of the top 3 candidates recommended by the First Interview Committee (interviews held in open session during a regular Council meeting)
  - Prioritize the candidates as to top choice, second choice, and third choice
  - Negotiate employment terms and salary for a contracted position for the top candidate
  - Work with the HR Director on drafting a conditional offer of employment for the top candidate
  - Following acceptance from the top candidate, approve the hiring selection and contract during a regular Council meeting
    - As became necessary, utilize the pre-determined priority order for negotiating employment terms and salary for a contracted position for the second top candidate, and ultimately for the third top candidate
  - Approve thank-you letters
POSSIBLE MOTION:

Move to approve the application of the High Density Housing Overlay (HDHO-25) to the parcel located at 3640 Spanish Valley Drive, the Peak View Subdivision HDHO Development Master Plan, and associated Development Agreement, conditioned upon the following:

a) The Applicant shall fully comply with all County engineering requirements, including storm water runoff/drainage and transportation improvements; and,

b) The County Attorney review and approve the proposed drainage easement on Parcel 02-0022-0082.

c) The County Attorney review and approve the proposed “additional” deed restriction language in the Development Agreement.

STAFF RECOMMENDATION:

Approve subject to the above conditions.

BACKGROUND:

See staff report attached and below for project specifics.

**Applicant has provided an updated Master Plan.**

At a Planning Commission meeting held on September 10, 2019, the Preliminary Plat was approved contingent upon 1) the County Councils approval of the development agreement committing developer to the deed restriction requirements of Section 4.7 and applies the HDHO-25 to the subject parcels and 2) the developer’s final plat and building design standards comply with all other requirements of Section 4.7 – High Density Housing Overlay. County Council shall make recommendations on the legislative application of the HDHO-25 to the subject parcel.
GRAND COUNTY, UTAH
ORDINANCE ________ (2019)

APPROVING APPLICATION OF THE HIGH DENSITY HOUSING Overlay DISTRICT 25 (HDHO-25) TO 3640 SOUTH SPANISH VALLEY DRIVE (Peak View Subdivision HDHO Development)

WHEREAS, Terill Johnston and Jennifer Johnston, (Applicants) are the owners of record of 20.00 acres of real property located at 3640 South Spanish Valley Drive in the North 1/4 corner of Section 27, Township 26 South, Range 22 East, SLM, Grand County, Utah, more specifically described as follows;

Beginning at the North 1/4 corner of Section 27, T26S, R22E, SLM, and proceeding thence North 89°55' East 883.6 feet to the center line of Spanish Valley Drive; thence along said center line South 45°37' East 317.9 feet; thence along a 2°10' curve 431.8 feet; thence South 36°16'30" East 204.7 feet; thence West 1513.8 to a ½" rebar on the West line of the Northeast 1/4 of said Section 27; thence North 0°03'30" West 711.8 feet to the point of beginning. (Parcel No. 02-0027-0024)

EXCEPTING therefrom all oil, gas and other minerals.

WHEREAS, the Grand County Land Use Code was adopted by the Grand County Council on January 4, 1999 with Ordinance No. 299, Series 1999, and codified with Resolution 468 on April 15, 2008 and as amended to date, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, the High Density Housing Overlay was adopted on January 15, 2019 with Ordinance 584, and repealed and replaced on June 18, 2019 with Ordinance 591;

WHEREAS, the Applicants have submitted an application requesting designation of the High Density Housing Overlay District 25 (HDHO-25) to subject parcel and acreage as defined by the Grand County Land Use Code (LUC);

WHEREAS, the Applicants have submitted the Peak View Subdivision HDHO Development Master Plan (Exhibit A) and Development Agreement (Exhibit B) satisfying the legislative intents and statutory requirements of Section 4.7 of the Grand County LUC (High Density Housing Overlay Districts);

WHEREAS, the Peak View Subdivision HDHO Development Master Plan and Development Agreement designate that eighty percent (80%) of the Lots or Units within proposed development shall be deed restricted in perpetuity for households that are primary residents and who are actively employed within Grand County in accordance with Section 4.7;

WHEREAS, in a public hearing on September 10, 2019 the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and forwarded a favorable recommendation to the Grand County Council;

WHEREAS, due notice was given that the Grand County Council would meet to hear and consider the proposed HDHO-25 application in a public hearing on October 15, 2019;

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the subject application and has determined that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah;

NOW, THEREFORE, BE IT ORDAINED by the County Council that it does hereby apply the High Density Housing Overlay District 25 (HDHO-25) to the parcel and acreage at 3640 South Spanish Valley Drive and approve for recordation the Peak View Subdivision HDHO Development Master Plan and HDHO Development Agreement, subject to the following conditions:
• The Applicant shall continue to work with the County to meet all zoning, engineering, and construction requirements associated with subdivision approval;
• The Applicant shall record the proposed drainage easement on Parcel 02-0022-0082, which is owned by Grus LLC (Jennifer Speers), subject to final approval by the County Attorney; and,
• The County Attorney provides final approval of the deed restriction language within the Development Agreement.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 6th day of November by the following vote:

Those voting aye: __________________________________________________________
Those voting nay: __________________________________________________________
Those absent: ______________________________________________________________

ATTEST:  

Grand County Council

____________________________________     _______________________________________
Chris Baird, Clerk/Auditor     Evan Clapper, Chair

Exhibit A
This DEVELOPMENT AGREEMENT AND DEED RESTRICTION (this “Agreement”) is made and entered into as of this ___ day of ________ 2019 (the "Effective Date") by and between Black Sheep Development Company LLC, a Utah limited liability company with its principal place of business located at 3597 Spanish Valley Drive, Moab, Utah 84532 ("Owner/Developer"), and Grand County, a political subdivision of the State of Utah ("County").

Recitals

A. WHEREAS, Owner/Developer owns that certain property situated in Grand County, Utah, as more particularly described in Exhibit A (the "Property"), which is attached hereto and incorporated herein by this reference.

B. WHEREAS, Owner/Developer has petitioned Grand County to apply the High Density Housing Overlay District (the "HDHO District") to the Property to take advantage of the Development Standards and other Development Incentives set forth in Section 4.7 of the Grand County Land Use Code, as amended (the “Code”).

C. WHEREAS, the Grand County Council has, in the exercise of its legislative discretion and following all required public hearings, approved the application of the HDHO District to the Property, provided that no fewer than eighty percent (80%) of the units developed on the Property are deed restricted for Primary Residential Housing for Actively Employed Households, as defined in Section 4.7.3 of the Code.

D. WHEREAS, pursuant to the authority of Utah Code §17-27A-102 and Code Section 4.7, the Parties desire to enter into this Agreement for the purpose of formalizing certain obligations of Owner/Developer with respect to the Property, and such other matters as the County and the Owner/Developer have agreed.

Agreement

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

1. DEFINITIONS. All capitalized terms herein (unless otherwise expressly defined herein) shall have those meanings assigned in Section 4.7 of the Code.
2. **COVENANT TO COMPLY WITH CODE SECTION 4.7.** In consideration of the application of the HDHO District to the Property, and specifically the Development Standards set forth in Code Section 4.7.5, Owner/Developer hereby covenants and agrees to strictly comply with the provisions, duties, and obligations of Code Section 4.7, which provisions, duties, and obligations are incorporated herein by this reference.

3. **DEED RESTRICTION.**

   3.1. At least eighty percent (80%) of all lots or units developed on the Property (each an “HDHO Unit”) shall be deed restricted for Primary Residential Occupancy for Actively Employed Households, as designated on the Final Plat or Site Plan.

   3.2. Each deed of conveyance for an HDHO Unit of the Property shall include the following Deed Restriction:

   The real property described herein shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity. The real property is further subject to the Development Agreement recorded in the real property records of Grand County, Utah on ______________ (Date) at Entry No. ________.

   Grantee(s) understand and agree that Grand County has reserved the right under the Development Agreement to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any HDHO Unit.

   3.3. Each HDHO Unit is required to have and maintain those minimum standards of physical condition set forth in Exhibit B, Minimum Standards, to Code Section 4.7, which Minimum Standards are incorporated herein by this reference. Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Section 3.3 by a record owner of any HDHO Unit in Grand County.

   3.4. Owner/Developer shall include the deed restriction contained in Section 3.2 above in each and every deed of original conveyance of a Lot containing an HDHO Unit, and each deed of conveyance thereafter shall include the same.
3.5. For purposes of complying with the changes to the Utah Fair Housing laws instituted by the Utah Legislature in S.B. 34-4S (2019), Owner/Developer shall include in the Covenants, Conditions and Restrictions pertaining to the HDHO Units that fifty percent (50%) of such HDHO Units (each a “Cost Restricted HDHO Unit”) shall be cost restricted such that the appreciation applicable to each Cost Restricted HDHO Unit shall not exceed Three five percent (35%) per year above the initial original selling price of the Cost Restricted HDHO Unit for the first five (5) years after the Initial original Sale of the Cost Restricted HDHO Unit. Additionally, ten (10) of the Cost Restricted HDHO Units shall be designated on the Master Plan as “Sale Restricted HDHO Units,” and the initial sales price for such Sale Restricted HDHO units shall not exceed one hundred and ten percent (110%) of the development cost of such units. Cost Restricted HDHO Units besides those designated as Sale Restricted HDHO Units may be sold at market value. All Cost Restricted and Sale Restricted HDHO Units, will be designated as such in the Master Plan.

4. FAULT.

4.1. A violation or breach of any provision hereunder, or Code Section 4.7, shall constitute an Event of Default. Upon the occurrence of any Event of Default, the County shall provide written notice by certified mail, postage prepaid, to the defaulting owner at the address on file with the Grand County Assessor’s office, which notice shall be effective as of the date of deposit in the United States Mail. The defaulting owner shall have thirty (30) days to remedy the Event of Default, after which time the County may enforce all remedies available to it under this Agreement, Code Section 4.7, or Utah law including specific performance and monetary fines pursuant to this Section 4.2.

4.2. In the event an Event of Default is not cured under Section 4.1 of this Agreement, fines in the amount of $50 per day shall accrue until the Event of Default is cured. The County reserves the right to seek judicial enforcement of these fines, including a judgment lien and foreclosure.

5. MISCELLANEOUS.

5.1. Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the County in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the HDHO Units are not covenants running with the
land upon the Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the County.

5.2. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.

5.3. If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys’ fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys’ fees and costs incurred in enforcing such judgment.

5.4. This Agreement shall be governed by and construed under Utah law.

5.5. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.

5.6. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein. Further, whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

5.7. This Agreement may be amended only upon written amendment executed by both Parties, recorded in the real property records of Grand County, Utah; provided, however, that all material terms and provisions, including the percentage of HDHO Units, may not be amended or modified without reapplication to the County.

5.8. This Agreement shall be recorded by Owner/Developer prior to recordation of a final plat or issuance of a building permit for any unit within a site plan approved hereunder, as required by Section 4.7.
IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

GRAND COUNTY,
a political subdivision of the State of Utah

By: ________________________________
Print Name: ________________________________
Title: Chair—Grand County Council

ATTEST:

______________________________
County Clerk

BLACK SHEEP DEVELOPMENT COMPANY
LLC, a Utah limited liability company

By: ________________________________
Print Name: ________________________________
Title: Manager

STATE OF UTAH )
: ss.
COUNTY OF ____________ )

On this ____ day of __________, 2019, personally appeared before me ________________, known to me to be the person who executed the within and foregoing instrument as Manager of Black Sheep Development Company LLC, a Utah limited liability company, who duly acknowledged to me that he executed the same.
NOTARY PUBLIC
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

BEGINNING AT THE N 1/4 CORNER OF SECTION 27, T26S, R22E, SLM AND PROCEEDING THENCE N 89 DEG. 55' E 883.6 FT. TO THE CENTER LINE OF SPANISH VALLEY DRIVE, THENCE ALONG SAID CENTER LINE S 45 DEG. 37' E 317.9 FT. THENCE ALONG A 2 DEG. 10' CURVE 431.8 FT. THENCE S 36 DEG. 16'30" E 204.7 FT.; THENCE W 1513.8 FT. TO A 1/2" REBAR ON THE WEST LINE OF THE NE 1/4 OF SAID SECTION 27; THENCE N O DEG. 03 930" W 711.8 FT. TO THE POINT OF BEGINNING. BEARINGS ARE BASED ON THE EAST LINE OF SAID SE 1/4 OF SECTION 27. (NORTH O DEG. 01' WEST)
October 22, 2019

Jennifer P. Speers
871 E. Simpson Ave.
SLC, UT 84108

Re: Declaration of Easement LOI

Dear GRUS LLC, and Jennifer P. Speers,

The Purpose of this Letter of Intent (the “LOI”) is to set forth certain understandings and agreements between GRUS LLC, a Utah limited liability company, and JENNIFER P SPEERS, an individual (collectively “Grantor”), and PEAK VIEW DEVELOPMENT, LLC, a Utah limited Liability Company (“Grantee”), with respect to the “Declaration of Easements and Covenants” (the “Declaration”) that is undergoing final drafting.

BACKGROUND

1. Grantee owns certain real property located in Grand County, State of Utah, as more particularly described in Exhibit “A” (the “Peak View Parcel”). The Peak View Parcel contains a future right-of-way for water drainage which the parties anticipate will be dedicated to Grand County.

2. Grantor owns certain real property located in Grand County, State of Utah, as more particularly described in Exhibit “A” (the “GRUS Parcel”).

3. Grantee desires to develop the Peak View Parcel for the purposes of establishing a subdivided community in the newly created High-Density Housing Overlay zone.

4. In accordance with Grand County’s development standards, and the Spanish Valley Storm Drain Master Plan, Grantee seeks to establish water drainage infrastructure for their new subdivision and nearby properties running from the existing infrastructure in the Rim Village Condominiums, to the undeveloped GRUS Parcel across the Road to the Northeast.

5. Grantor is willing to convey the Easement in perpetuity to Grantee and their successors and assigns, so long as Grand County’s access is strictly limited to the defined area of the Easement and for the purposes intended hereunder.

Grantor and Grantee agree to negotiate in good faith the Declaration, fully memorializing the intent of the parties as described herein. However, this LOI is not intended to serve as a binding agreement of the parties, or to otherwise obligate Grantor to Grant or Grantee to accept such an Easement as defined herein. If such Declaration is not negotiated and executed by the parties on or before the ___ day of _________ 2019, despite the good faith efforts of each of the parties, then either party may terminate this LOI.
The following sets forth the basis for the Declaration:

1. **GRANTORS:**
   - GRUS LLC, a Utah limited liability company; and
   - Jennifer P. Speers, an Individual

2. **GRANTEE:**
   - Peak View Development, LLC, a Utah limited liability company

3. **SERVIENT PROPERTY:**
   - See legal description in Exhibit “A”

4. **DOMINANT PROPERTY:**
   - See legal description in Exhibit “A”

5. **EASEMENT DESCRIPTION:**
   - See legal description in Exhibit “B”

6. **CONSIDERATION**
   - For the sum of ten dollars ($10.00) and for the mutual benefit of the parties.

If the foregoing is in accordance with your understanding of the transactions contemplated herein, please sign the enclosed copy of this letter in the space provided below and return it to the undersigned.

Sincerely,

**PEAK VIEW DEVELOPMENT LLC**
- a Utah limited liability company

**BY:** BLACK SHEEP DEVELOPMENT COMPANY LLC
- a Utah limited liability company, Manager

[Signature]
Jennifer Johnston, Manager

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**GRUS, LLC,**
- a Utah limited liability company

**By:** Jennifer P. Speers, Manager

[Signature]
Jennifer P. Speers, an individual
EXHIBIT "A"

LEGAL DESCRIPTION OF PARCELS

1. GRUS Parcel (Parcel # 02-0022-0001)

Beginning at point which is S 0°13'11" W 1569.24 ft. along section line (S 0°09' W 1572.74 feet by Record) and S 38°56'24" E 441.47 ft. (S 39°11' E 441.47 ft. by Record) from the Northwest corner of Section 22, T 26 S, R 22 E, S.L.M., said point being on the northeasterly right of way fence of Spanish Valley Drive; Thence N 47°44'54" E 621.74 ft. (N 47°34' E 621.74 ft. by Record) to a corner, thence S 37°45' E 46.37 ft. (S 37°45' E 45.07 ft. by Record) to a corner, thence N 52°34'44" E 721.44 ft. (N 52°41' E 721.3 ft. by Record) to a corner, thence N 49°11'33" E 208.33 ft. (N 49°13' E 208.7 ft. by Record) to a corner, thence S 33°00'07" E 757.93 ft. (S 33°01' E 727.14 ft. by Record) to a corner on the south line of the NW1/4 of the NW1/4 of said Section 22, thence S 89°40'21" E 254.02 ft. (East 267.1 ft. by Record) along the South line of the NW1/4 of the NW1/4 of said Sec. 22 to a corner, thence S 25°17'10" E 483.81 ft. (S 25°54' E 453 ft. by Record) to a corner, thence N 52°34'28" E 424.50 ft. (S 49°18' E 424.5 ft. by Record) to a corner, thence N 78°34'56" E 41.0 ft. along the southeasterly right of way fence of Kerby Lane at a point which is S 89°59'43" W 300.40 ft along Section line and N 13°26'13" W 141.0 ft., thence with a fence S 38°18' W 26.3 ft., thence with a fence S 45°11' W 55.9 ft., thence with a fence S 49°45' W 39.6 ft., thence with a fence S 49°26' W 248.8 ft., to a Corner at the northeast corner of the Harrison Property, thence N 39°03'43" W 653.0 ft. to a Corner at the southwest corner of the Steve White Property, thence S 13°26'13" E 262.00 ft. to a corner at the southeast corner of the Steve White Property, thence S 39°03'43" E 247.10 ft. to a Corner at the southeast corner of the Steve White Property, thence S 13°26'13" E 1119.80 ft to a Corner at the north right of way fence of Kerby Lane at a point which is S 89°59'43" W 300.40 ft along Section line and N 13°26'13" W 50.08 ft. form the Southeast Corner of said Section 22, thence N 89°54'35" W 1430.20 ft along the north right of way fence of Kerby Lane to the northeast corner of Spanish Valley Drive, thence N 46°34'30" W 830.38 ft along said right of way fence to a Corner, thence N 46°23'40" W 616.28 ft. along said right of way fence to a Corner, thence N 45°10'10" W 1211.10 ft along said right of way fence to a Corner, thence with said right of way fence N 44°35'51" W 503.4 ft. to a Corner, Thence with a fence N 51°18' E 477.7 ft. to a Corner, Thence N 39°43' W 451.0 ft to a Corner, thence with a fence S 50°25' W 141.0 ft., thence with a fence S 38°18' W 26.3 ft., thence with a fence S 45°11' W 55.9 ft., thence with a fence S 49°45' W 39.6 ft., thence with a fence S 49°26' W 248.8 ft., to a Corner at the northeast corner of the Steve White Property, thence with said right of way fence N 39°03'43" W 653.0 ft. to a Corner, thence N 38°57'28" W 475.22 ft. along said right of way fence to the point of beginning and containing 228.25 acres more or less. Subject to a conservation easement en 499626 bk. 778 pg. 79.
2. Peak View Parcel (Parcel #02-0027-0024)

BEGINNING AT THE N 1/4 CORNER OF SECTION 27, T26S, R22E, SLM AND PROCEEDING THENCE N 89 DEG. 55' E 883.6 FT. TO THE CENTER LINE OF SPANISH VALLEY DRIVE, THENCE ALONG SAID CENTER LINE S 45 DEG. 37' E 317.9 FT. THENCE ALONG A 2 DEG. 10' CURVE 431.8 FT. THENCE S 36 DEG. 16'30" E 204.7 FT.; THENCE W 1513.8 FT. TO A 1/2" REBAR ON THE WEST LINE OF THE NE 1/4 OF SAID SECTION 27; THENCE N 0 DEG. 03' 930" W 711.8 FT. TO THE POINT OF BEGINNING. BEARINGS ARE BASED ON THE EAST LINE OF SAID SE 1/4 OF SECTION 27. (NORTH 0 DEG. 01' WEST)
EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT

A 34' wide drainage structure easement, located within the Southeast Quarter of Section 22, T26S, R22E, SLB&M, and being more particularly described as:

Commencing at the southwest corner of Grantor’s parcel, said point being South 89°59'43" West 1688.27 feet along the section line and North 46°34'30" West 74.30 feet from the Southeast corner of Section 22, Township 26 South, Range 22 East, Salt Lake Base and Meridian, thence with the Spanish Valley Road right-of-way North 46°34'30" West 29.32 feet to the true point of beginning, and proceeding thence with said right-of-way North 46°34'30" West 801.06 feet; thence North 46°23'40" West 125.46 feet; thence with a curve having a radius of 1070.67 feet, to the right with an arc length of 286.48 feet, (a chord bearing of North 59°48'26" East 285.63 feet); thence with a reverse curve having a radius of 984.83 feet, to the left with an arc length of 382.99 feet, (a chord bearing of South 12°30'09" East 380.58 feet); thence South 23°36'06" East 69.71 feet; thence South 46°34'30" East 447.92 feet; thence South 14°42'51" West 38.77 feet to the point of beginning, having an area of 79,655 square feet, 1.83 acres.
DECLARATION OF EASEMENTS AND COVENANTS

THIS DECLARATION OF EASEMENTS AND COVENANTS (the “Declaration”) is made and entered into this ____ day of _______, 2019 (the “Effective Date”), by, GRUS LLC, a Utah limited liability company, and JENNIFER P SPEERS, an individual (collectively “GRUS”); BLACK SHEEP DEVELOPMENT COMPANY, LLC, a Utah limited Liability Company (“Black Sheep”); and GRAND COUNTY, UTAH, a municipality (“Grand”), for the purpose of creating a perpetual easement over certain real property owned by GRUS and Grand as more particularly hereinafter described. GRUS, Black Sheep and Grand are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

A. Black Sheep owns certain real property located in Grand County, State of Utah, as more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof (the “Black Sheep Parcel”). The Black Sheep Parcel contains a future right-of-way for water drainage which the parties anticipate will be dedicated to Grand, as shown on Exhibit “B.”

B. GRUS owns certain real property located in Grand County, State of Utah, as more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof (the “GRUS Parcel”).

C. Grand and the State of Utah own an undivided fee simple interest in certain real property located in Grand County, State of Utah, more commonly referred to as Spanish Valley Drive and as shown on Exhibit “B” (the “Road”).

D. Black Sheep desires to develop the Black Sheep Parcel for the purposes of establishing a subdivided community in the newly created High Density Housing Overlay zone. The subdivided community is called the Peak View Subdivision (“Peak View”).

E. In accordance with Grand County’s development standards, and the Spanish Valley Storm Drain Master Plan, Black Sheep seeks to establish water drainage infrastructure for Peak View and nearby properties running from the existing infrastructure in the Rim Village Condominiums, to the undeveloped GRUS Parcel across the Road to the Northeast as shown on Exhibit “B” (the “Facilities”).
F. While that portion of the Facilities running through the Black Sheep Parcel (the “Black Sheep Dedication”) will be dedicated to Grand, that portion of the Facilities running under the Road (the “Road Easement”) and draining onto the GRUS Parcel (the “GRUS Easement”) will be conveyed via a perpetual easement to Black Sheep.

G. GRUS is willing to convey the GRUS Easement in perpetuity to Black Sheep and their successors and assigns, so long as Grand’s access is strictly limited to the area of the GRUS Easement and for the purposes intended hereunder.

H. It is not the intention of the Parties for (1) any portion of real property underlying the GRUS Easement to be dedicated for public use and therefore conveyed in fee simple to Grand and (2) for Grand to have access to any other part of the GRUS Parcel besides the GRUS Easement.

I. It is the intention of the Parties, that upon the completion of Peak View, Black Sheep will (1) dedicate the Black Sheep Dedication to Grand and (2) convey the Road and GRUS Easements to Grand.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the Parties hereby agree and declare as follows:

1. **Grant of GRUS Easement.** GRUS hereby declares, transfers and grants a perpetual non-exclusive easement on, over, across and through that portion of real property as more particularly described in Exhibit “C” (the “GRUS Easement”) to Black Sheep and their successors or assigns for the purposes of building, constructing, maintaining or reconstructing the Facilities.

2. **Grant of Road Easement.** Grand hereby declares, transfers and grants a perpetual easement across and under that portion of the Road between the Black Sheep Dedication and the GRUS Easement, to Black Sheep and their successors or assigns for the purposes of building, constructing, maintaining or reconstructing the Facilities. Such rights include temporary road closure, deconstruction and access to that portion of the Road containing the Road Easement, subject to Grand’s reasonable approval. Grand will determine the precise location of the Road Easement at a time before the construction of the Facilities begin. The parties agree to execute and record an amendment to this Declaration more adequately describing the Road Easement within thirty (30) days of said determination. Grand shall give Black Sheep at least ninety (90) days’ notice of said location, before the construction of the Facilities begins.

3. **Construction; Taxes.** In consideration of the Easements conveyed to Black Sheep, Black Sheep shall be responsible for all clearing and construction necessary to develop the Facilities. Notwithstanding the foregoing, each owner of any portion of the Facilities shall be responsible for real estate taxes and assessments and other fees and costs related to the portion of the Facilities that Party owns.
4. **Maintenance; No Interference.** Upon (1) dedication of the Black Sheep Dedication, and (2) conveyance of the GRUS and Road Easements, Grand shall be solely responsible for the ongoing maintenance, cleaning and any reconstruction of the Facilities and shall perform such maintenance as may be reasonably necessary or required to keep the Facilities free from debris, safe, accessible and usable in the manner described in this Declaration. Except as specifically provided for herein or to the extent necessary for reasonable construction, repair and maintenance, traffic regulation and control, or as the Parties may mutually agree, no fence, wall, barricade or any other obstruction, whether temporary or permanent in nature, which materially limits or impairs the free and unimpeded access to or across the Facilities, shall be constructed or erected.

5. **Duration and Termination.** This Declaration and the easements and undertakings set forth herein shall continue in perpetuity from the Effective Date unless terminated by mutual written consent of all Parties.

6. **Effectiveness of Declaration.** The effectiveness of the easements, rights, and obligations described herein, are expressly condition on Black Sheep’s receipt of all necessary municipal approvals for the construction of the Facilities.

7. **Indemnification.** Upon conveyance of the GRUS Easement from Black Sheep to Grand, Grand agrees to defend, indemnify and hold the owner of the GRUS Parcel free and harmless from and against all claims, costs, expenses, demands, attorneys' fees and disbursements, suits, liabilities, judgments and damages arising out of Grand’s use, construction, maintenance, or reconstruction of the Facilities upon the GRUS Easement.

8. **Not a Public Dedication.** Nothing contained herein shall be deemed to be a gift or dedication of any portion of the GRUS Easement to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Declaration be strictly limited to and for the purposes expressed herein.

9. **Entire Declaration.** This Declaration sets forth the entire intention of the Parties as to the matters set forth herein and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by Parties.

10. **Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

11. **Severability.** In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Declaration and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed valid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.
12. **Enforcement and Attorneys’ Fees.** In the event it becomes necessary for any Party to employ the services of an attorney in connection with enforcing the terms hereof or their rights hereunder, either with or without litigation, the losing Party of such controversy shall pay to the successful Party’s reasonable attorneys’ fees, and, in addition, such costs and expenses as are incurred in enforcing this Declaration. Nothing in this Section 11 shall modify or amend the indemnity provisions contained in Section 2 hereof.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the Parties have executed or caused this Declaration to be executed by their duly authorized officers, managers or agent to be effective as of the day and year first above written.

GRUS, LLC,

a Utah limited liability company

By:__________________________

Jennifer P. Speers, Manager

STATE OF UTAH )

: ss.

COUNTY OF __________ )

On this ___ day of ______, 2019, personally appeared before me Jennifer P. Speers, the Manager of GRUS, LLC, a Utah limited liability company, who duly acknowledged that she executed the within and foregoing instrument for and on behalf of said limited liability company.

____________________________

NOTARY PUBLIC
JENNIFER P. SPEERS,
an individual

By: ________________________________

STATE OF UTAH )
COUNTY OF _________ )

On this ___ day of ______, 2019, before me, the undersigned Notary Public, personally appeared Jennifer P. Speers, personally known to me to be the person whose name is subscribed to the within instrument, who duly acknowledged to me that he executed this instrument.

_______________________________
NOTARY PUBLIC
BLACK SHEEP DEVELOPMENT COMPANY, LLC,
a Utah limited liability company

By: __________________________
    Jennifer Johnston, Manager

STATE OF UTAH )
COUNTY OF __________ )
    : ss.

On this ___ day of ______, 2019, personally appeared before me Jennifer Johnston, the Manager of Black Sheep Development Company, LLC, a Utah limited liability company, who duly acknowledged that she executed the within and foregoing instrument for and on behalf of said limited liability company.

____________________________________
NOTARY PUBLIC
COUNTY OF GRAND
STATE OF UTAH

By: __________________________
Name: _________________________
Title: _________________________

STATE OF UTAH )
: ss.
COUNTY OF _________ )

On this ___ day of ______, 2019, personally appeared before me ________________, the ______________ of County of Grand, State of Utah, who duly acknowledged that he/she executed the within and foregoing instrument for and on behalf of said municipality.

________________________________
NOTARY PUBLIC
EXHIBIT “A”

LEGAL DESCRIPTION OF PARCELS

1. GRUS Parcel (Parcel #)

(TO BE INSERTED)

2. Black Sheep Parcel (Parcel #)

BEGINNING AT THE N 1/4 CORNER OF SECTION 27, T26S, R22E, SLM AND PROCEEDING
THENCE N 89 DEG. 55' E 883.6 FT. TO THE CENTER LINE OF SPANISH VALLEY DRIVE,
THENCE ALONG SAID CENTER LINE S 45 DEG. 37' E 317.9 FT. THENCE ALONG A 2 DEG. 10'
CURVE 431.8 FT. THENCE S 36 DEG. 16'30" E 204.7 FT.; THENCE W 1513.8 FT. TO A 1/2" REBAR
ON THE WEST LINE OF THE NE 1/4 OF SAID SECTION 27; THENCE N O DEG. 03 930" W 711.8
FT. TO THE POINT OF BEGINNING. BEARINGS ARE BASED ON THE EAST LINE OF SAID SE
1/4 OF SECTION 27. (NORTH O DEG. 01' WEST)
EXHIBIT “B”

DEPICTION OF PROPERTIES, DEDICATION AND EASEMENTS

(ATTACHED)
EXHIBIT “C”

LEGAL DESCRIPTION OF GRUS EASEMENT

A 34’ wide drainage structure easement, located within the Southeast Quarter of Section 22, T26S, R22E, SLB&M, and being more particularly described as:

Commencing at the southwest corner of Grantor’s parcel, said point being South 89°59’43” West 1688.27 feet along the section line and North 46°34’30” West 74.30 feet from the Southeast corner of Section 22, Township 26 South, Range 22 East, Salt Lake Base and Meridian, thence with the Spanish Valley Road right-of-way North 46°34’30” West 29.32 feet to the true point of beginning, and proceeding thence with said right-of-way North 46°34’30” West 801.06 feet; thence North 46°23’40” West 125.46 feet; thence with a curve having a radius of 1070.67 feet, to the right with an arc length of 286.48 feet, (a chord bearing of North 59°48’26” East 285.63 feet); thence with a reverse curve having a radius of 984.83 feet, to the left with an arc length of 382.99 feet, (a chord bearing of South 12°30’09” East 380.58 feet); thence South 23°36’06” East 69.71 feet; thence South 46°34’30” East 447.92 feet; thence South 14°42’51” West 38.77 feet to the point of beginning, having an area of 79,655 square feet, 1.83 acres.
DATE: Wednesday, November 06, 2019
TO: Grand County Council
SUBJECT: Peak View High Density Housing Overlay District 25 (HDHO-25) Application

PROPERTY OWNER: Terill and Jennifer Johnston
PROP. OWNER REP: Terill and Jennifer Johnston
ENGINEER: SET Engineering / Jeff Pillus and James Green
PROPERTY ADDRESS: 3640 Spanish Valley Drive
SIZE OF PROPERTY: 20 Acres
EXISTING ZONE: Rural Residential (RR)
EXISTING LAND USE: Vacant Lot / Agricultural
ADJACENT ZONING AND LAND USE(S): Rural Residential (RR) & Multi Family Residential (MFR)

APPLICATION TYPE
High Density Housing Overlay (HDHO-25)

STAFF RECOMMENDATION: Approve with Conditions
Comments (optional): Approval of the HDHO-25 to the subject parcel conditioned upon the statements in the agenda summary.

APPLICATION PROCEDURE
Decision Type: Legislative

Public Notices: ☐ Public Meeting at:
☐ Planning Commission
☐ County Council
☒ Public Hearing at:
☐ Planning Commission
☒ County Council

Attachments:
☐ Approval Letters
☒ Site Plan
☐ Landscape Plan
☐ Vicinity Map
☒ Legal Notice

☐ Legal Description
☐ Agency Comments
☐ Response to Standards
☒ Other: applicant narrative

SUMMARY OF REQUEST
The subject property is a 20 acre lot located in the Rural Residential (RR) zone at 3640 Spanish Valley Drive. The developer is requesting application of the HDHO-25 overlay to their parcel. If granted, the developer proposes a subdivision comprised of nine (9) 4-plex sites, thirty-five (35) twin homes and twenty-one (21) single family homes. The total unit count for this development would be one hundred and twenty-seven units. In effect, the developer is requesting to combine the legislative and administrative components of the HDH overlay process, which is allow by code and acceptable to staff.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
The subdivision would extend power, water, and sewer services to each lot. The developer would also be
CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT

Article 4.7 HIGH DENSITY HOUSING (HDH) OVERLAY DISTRICT

4.7.1 Purpose.

A. Grand County has established a High Density Housing Overlay (HDHO) district to facilitate the provision of new housing units used for primary residential occupancy by actively employed households. The HDHO districts (See Map- Exhibit A) are intended to provide the opportunity and means for the County to meet its estimate of additional residential and workforce housing needs, to achieve the goals of the housing element of the County’s General Plan, and to implement the policies and goals of the housing element of the County’s General Plan.

B. These regulations are intended to encourage the development of new housing units by assisting both the public and private sector in making the provision of these units economically viable, while providing assurances to the County that these units will maintain a high degree of quality and will remain financially accessible to residents and local area workers.

C. These regulations are further intended to encourage the provision of primary residential housing through the combination of the HDHO districts with multiple-family and single-family residential zoning districts within the County where the residential housing projects are determined to be feasible and are consistent with the County’s General Plan.

D. The HDHO is intended to:
1. Provide a means of directing and simplifying the process for creating and maintaining primary residential housing.
2. Provide a means of directing and simplifying the process for creating and maintaining affordable housing constructed to meet the Assured Housing requirements of Section 6.15.
3. Provide incentives to developers, whether in new or rehabilitated housing, to maintain primary residential rental and ownership units in perpetuity.

Staff believes the developer’s narrative and proposed preliminary plat meet the legislative intent of the High Density Housing Overlay. The applicant is proposing to restrict half of the HDHO designated Lots further than is required by the County’s HDHO Ordinance; the applicant is proposing to incorporate a price appreciation cap of 5% per year for the first five years following an initial property sale to keep the HDHO Lots affordable to subsequent owners if sold by the initial owner. In other words, the applicant wants to avoid speculative buying of the proposed lots.

Staff recommends County Council make a recommendation on the HDH Overlay application approval conditioned upon the comments below.

4.7.5(C)

C. Property Development Standards. The following development standards shall apply to HDHO units in the HDHO districts.

1. General Design Standards. The development shall be designed and developed in a manner compatible with and complementary to existing and potential development in the immediate vicinity of the development site. Site planning on the perimeter shall provide for protection of the property from adverse surrounding influences and shall protect surrounding areas from potentially adverse influences from the property. To the greatest extent possible, the design of the development shall promote privacy for residents and neighbors, security, and use of passive solar heating and cooling through proper placement of walls, windows, and landscaping.

Staff believes that the general design of the subdivision meets the above standards.

2. Minimum Design Standards. Minimum design standards are included to ensure a high degree of quality in the development of HDHO units. Unless modified by the County Council, the following design standards shall apply to a development that utilizes the density increases allowed by this Article.

Staff has reviewed the proposed preliminary plat for compliance with the following standards:
a. Sidewalks shall be installed along all street frontages where otherwise required by this LUC.

*There currently is a 4’ wide sidewalk proposed along Gemini Bridges Lane, Johnson Drive, Judy Way, Gary Street, and Nora Court.*

b. Screening Requirements

*The developer is not proposing anything that would require screening.*

i. Outdoor Storage Screening. All outdoor storage areas for materials, trash, mechanical equipment, vehicles, or other similar items shall follow the standards outlined in Section 6.4.3.

ii. Parking Lot Screening. Parking lot screening must be provided between those portions of an off-street parking area containing six (6) or more parking spaces and a different zoning district or a public street and shall be designed according to the following:

a. Parking lot screening must be provided within ten feet (10’) of the perimeter of the parking lot to be screened, except for parking lots adjacent to rain gardens/bio-retention systems, other landscape features, or where screening may negatively impact the traffic sight distance (as defined by the American Association of State Highway and Transportation Officials (AASHTO) and verified by the County Engineer)

b. Parking lot screening shall be not less than eighty percent (80%) opaque and be a minimum of three feet (3’) in height as measured from the highest finished adjacent grade of the parking area. When shrubs are used to provide the screen, such shrubs must be at least two feet (2’) tall at planting and anticipated to grow to at least three feet (3’) tall at maturity.

c. No landscaping or screening shall interfere with driver or pedestrian visibility for vehicles entering or exiting the premises.

d. Screening for a parking lot may be comprised of plants found in Section 6.4.3.F.

e. Content: Parking lot screening must consist of at least two (2) of the following:

   i. A compact hedge of evergreen or densely twigged deciduous shrubs spaced to ensure closure into a solid hedge at maturity;

   ii. A berm with plantings as described above;

   iii. Transit shelters, benches, bicycle racks, and similar features may be integrated as a part of the screen;

   iv. Fencing may be integrated as part of the screen. All wood fencing shall be stained and sealed with a weatherproof product.

iii. Parking Island Design. Off-street parking areas with at least twenty-five (25) parking stalls shall contain interior landscaped islands. Such islands shall be bounded by a raised concrete curb, pervious curbing, or an approved equivalent and shall contain mulch to retain soil moisture. This provision shall not apply to parking structures. The standards for landscaped islands are as follows:

a. Landscaped parking lot islands shall be required at the beginning and end of each parking row and shall contain a minimum of one hundred eighty (180) square feet and a minimum width of nine feet (9’).

b. A minimum of one tree shall be provided for each island.
c. Shrubs, perennials or ornamental grass shall be incorporated in each landscaped island that does not contain a tree.

d. Islands shall be prepared with topsoil to a depth of two feet (2\textprime) and improved to ensure adequate drainage, nutrient, and moisture retention levels for the establishment of plantings.

e. All perimeter and interior landscaped areas in parking lots shall be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

c. Building Exterior Fa\c{c}ade Standards.

_These standards are to be reviewed at the time a building permit is requested. They are administrative requirements for development within an HDH Overlay._

i. Exterior finishes may be of wood, masonry, stone, stucco, HDO board or other high quality material permitted by the building code, but shall not utilize vinyl siding; cedar or wood shakes; highly reflective, shiny, or mirror-like materials; or exposed plywood or particle board.

ii. Buildings shall utilize at least two (2) of the following design features to provide visual relief along the front of the residence:
   a. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bay windows
   b. Dormers.
   c. Gables.
   d. Recessed entries, a minimum of three (3) feet deep.
   e. Covered front porches.
   f. Cupolas.
   g. Architectural Pillars or Posts.
   h. Quoins.
   i. Corbeling on wall.
   j. Decorative lintel.
   k. Incorporation of brick or stone on at least 25% of front surface area

iii. Planning staff shall have the authority to waive this requirement when the building is not visible from adjacent properties or the public right-of-way.

d. Where HDHO units may be placed on the same lot as current or future temporary or short-term accommodations, dedicated HDHO units shall be clustered together so as to minimize the exposure of residents to temporary guests. In all other developments, where temporary or short-term accommodations units do not exist and cannot exist due to zoning restrictions, dedicated HDHO units shall be dispersed throughout the residential development.

e. Where there is a combination of commercial and residential uses, the commercial uses shall front along the highest road designation. Residential development shall be located behind commercial development or on upper floors above commercial development.

f. The County Council may waive, or modify, any, or all, of these requirements when the Council finds it is infeasible to comply due to physical or other constraints on the lot.

3. Minimum Building Site Area and Lot Width. There shall be no minimum building site area, minimum lot width, or maximum lot coverage requirements for individual lots or individual dwelling sites in a HDHO district development. However, the building site area lot widths, and lot coverage percentages shall be designated on a site plan pursuant to Section 9.17 or preliminary plat pursuant to Section 9.4 approved by the Planning Commission.

_Thirty-five (35) twin-homes lots, twenty-one (21) single family lots and nine (9) 4-plex buildings, are proposed, which_
totals one hundred and twenty-seven (127) units.


The proposed one hundred and twenty-seven units (127) units are within the limits allowed by the HDH 25 district.

5. Building Height.

These standards are to be reviewed at the time a building permit is requested.

a. Maximum building heights shall not exceed the limits defined in the underlying zone district except that buildings constructed in the HDHO 35b district shall not exceed four (4) stories or forty-two (42) feet in height.

b. To the maximum extent possible, building heights and locations shall minimize shading and interruption of solar access to adjacent properties with existing residential structures or commercial agricultural operations.

c. All structures shall conform to the Ridgeline Standards of Section 6.9.8.

d. Structures built under the HDHO must comply with the setback and buffer requirements of the underlying zone. The maximum height of the building at the exterior wall shall be the greater of:

i. 20 feet

ii. The building’s setback at that point

e. From the exterior wall, the building’s height may increase to its maximum height at a rate not greater than a 45° angle from the maximum allowable height of the exterior wall.

6. Setbacks. The minimum setbacks from the lot line of the development shall be determined by the buffer requirements of Section 5.4.1.B and the compatibility standards of Section 6.10.

The preliminary plat complies with all standards of Section 6.10. The exterior setbacks are sufficient and includes a walking trail.

7. Parking.

The preliminary plat appears to have adequate parking spaces.

i. Number of spaces required

   a. For every single-family or two-family dwelling, there shall be provided at least two (2) off-street parking spaces for each unit. Parking spaces provided in a garage or carport may count towards the minimum requirement.

   b. For every attached multifamily dwelling, off-street parking spaces shall be provided in accordance with Section 6.1.4:

<table>
<thead>
<tr>
<th>Multi-family dwellings</th>
<th>Efficiency and one-bedroom</th>
<th>1.5 per dwelling unit</th>
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</thead>
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<td>1.75 per dwelling unit</td>
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<tr>
<td>Three-bedroom and Larger</td>
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<td>2.0 per dwelling unit</td>
</tr>
</tbody>
</table>
ii. Parking design requirements

c. Parking areas for single-family or two-family dwellings need not be paved.

d. Parking areas for attached multifamily dwellings shall be subject to the off-street requirements outlined in Section 6.1.7.

e. Uncovered surface parking may be permitted in the rear and side setbacks but is not permitted in the front or street-side setback.

f. Garages, carports, and individual locking storage units are subject to the setback standards outlined in Section 5.4.1.

g. Required spaces for multifamily developments equal to or greater than five units shall be covered in a carport or a garage except that for multifamily dwellings with four or fewer units, parking spaces can be uncovered.

8. Minimum Standards of Physical Condition. A HDHO unit is required to have and maintain those minimum standards of physical conditions set forth in Exhibit B - Minimum Standards.

These standards are to be reviewed at the time a building permit is requested, and included in the deed restrictions attached to each lot’s title.

9. Streets. All public streets within or abutting the proposed planned development shall be dedicated and improved to County specifications for the particular classification of street; all private streets shall meet fire code and access standards.

Spanish Valley Drive is a County owned and maintained road. The County’s standard approval procedure is to require that Developers dedicate any Right of Way width on their side of the road centerline that is needed to accommodate the proposed road classification and standard in the Transportation Master Plan. In this instance, the Transportation Master Plan calls for an 80 foot ROW (40 feet on each side of the center line) to accommodate Spanish Valley Drive as a Major Collector Road. The County also requires that Developers make planned roadway improvements within their portion of the roadway frontage. In this instance, that includes half-width improvements to the road surface and the planned multi-use pathway. Although the County’s Transportation Master Plan calls for Spanish Valley Drive to be a Major Collector at full build-out of Spanish Valley, the County’s Engineer, Road Supervisor, and Community and Economic Development Director believe that roadway improvements up to the Minor Collector standard is more appropriate at this time for two reasons. First, Spanish Valley Drive can accommodate significantly more traffic without seeing a drop in level of service. Second, expanding the roadway width to the Major Collector standard at this time may actually result in less safe conditions. The Developer accepts that they must improve their half-width of Spanish Valley Drive and build or bond for their frontage portion of the multi-use pathway.

All other roads appear to meet County Standards. The developer has submitted a traffic study. The County Engineer has reviewed the study and feels comfortable with the development proceeding in the development review process, although a final approval of roadway design and necessary improvements to Spanish Valley Drive, if needed, shall occur prior to final plat approval. It shall be noted that the County Engineer, Road Supervisor, CED Director, and Project/Developer’s Engineer reviewed the possibility of realigning the proposed extension of Gemini Bridges Rd at its intersection with Spanish Valley Dr so that it aligns with Kerby Ln. Ideally, that could be a 4-way intersection aligned at 90 degree angles. However, this realignment is not possible due to the offset of the subject acreage and Kerby Ln. That said, the proposed offset of Gemini Bridges Rd and Kerby Ln (>150 feet) does meet the County’s safety standards.

10. Signs. Signs shall be permitted only to the extent allowed under Section 6.5, Signs, and must be approved by the Planning and Zoning Administrator.
The developer has not proposed signage to date.

11. Construction Timing. The HDHO units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any unrestricted units within the development or applicable phase thereof. If the unrestricted units are developed in phases, then the HDHO units may be developed in proportion to the phasing of the unrestricted units. For example, in an approved development that includes 100 units built in two 50-unit phases the first phase must include at least 40 HDHO units.

80% of the units will need to be deed restricted in accordance with Section 4.7.

Article 7 Subdivision Standards

Staff has reviewed the preliminary plat application for subdivision standards not specified within the HDH Overlay or addressed above. The following findings are pertinent to planning commission’s review of the preliminary plat.

Lighting: The developer has not submitted a street lighting plan, or exterior lighting plans for the individual structures. The street lighting plan will be required prior to final plat approval and the exterior lighting plans for individual structures will be required at the time building permit applications are reviewed.

Fire Protection: The Fire Deparment supports the general subdivision layout.

COMPATABILITY WITH GENERAL PLAN
The proposed subdivision is not explicitly supported by the general plan, but it is supported by the HDH overlay ordinance adopted by the County Council in January 2019. Inasmuch as Council anticipates adding the HDH overlay to the General Plan as an amendment or compliment to the Future Land Use Plan, the proposed subdivision is supported.

COMPATABILITY WITH LAND USE CODE (ZONING)
The subject property is zoned Rural Residential (RR), and is in the HDHO-25 overlay zone. The developer is seeking legislative approval of the High Density Housing Overlay being applied to the subject parcel. Once the HDH overlay is applied, the proposed preliminary plat will need to comply with all standards in Section 4.7 and Articles 5, 6, 7, and 9.

LAND USE CODE REFERENCE SECTIONS
Section 3.1 Use Table
4.7.4A

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<tr>
<th>High Density Housing (HDH) District</th>
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<td>HDH 35a</td>
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<td>HDH 35b</td>
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<td>HDH 5</td>
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4.7.6 Assurance of primary residency and occupancy.

HDHO units developed under this Article shall remain available to persons and families who live and work in Grand County according to the standards set forth in Section 4.7 in perpetuity. The developer shall be required to enter into a development agreement with the County to ensure primary residential occupancy by actively employed households is maintained prior to recordation of final plat or issuance of a building permit for the applicable development. Each housing unit designated for primary restricted residential occupancy by an actively employed household (an HDHO unit) shall also include a deed restriction attached to its title in accordance with the standards set forth in this section. Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval if the standards of this section are not met.

---

The developer has submitted a development agreement to the County following the standard form provided by the County. Staff will request that the County Attorney provide a review of the applicant’s proposed price appreciation cap prior to
County Council action. If the HDH-25 Overlay is approved and the Applicant is permitted to develop under the HDHO standards (as per the preliminary plat), each deed restricted lot shall be designated on the plat prior to final plat approval and recordation. Further, each deed restricted lot shall include such restriction on its chain of title in perpetuity.

PROPERTY HISTORY
The parcel is undeveloped. It has been used to grow alfalfa in the past. The property does include an easement that requires the developer incorporate drainage infrastructure sufficient to deal with stormwater runoff from the Rim Village subdivision adjacent to it. As part of the applicant’s drainage plan, they are proposing to send some runoff across an adjacent landowner (Spears, Whites Ranch). The County Attorney and Engineer are aware of this proposal and support the design as it will benefit the County’s stormwater management system.
Letter of Intent

Hello, we are Terill & Jennifer Johnston. Both born and raised in Moab, we have been so proud to be able to always call this little community home.

Though we are not developers, (Terill a lifelong Farmer and Jennifer a stay at home mom), when we realized how severe the housing crisis was in our community, we felt compelled to do something. Fortunately, we found ourselves in a position to try make a change. We were able to purchase a large parcel of land that we feel would be the perfect location for this type of project.

Our proposal, we feel, is a fairly modest one. We would like to develop a nice family neighborhood that consists primarily of single-family homes, and twin homes, priced so that the median income family will have the option for homeownership. We do include a few 4 plex units thought that will serve as long term rentals for those needing a home but not yet in the position to purchase. We will offer purchasers the option of bare land, or they can choose from one of the floorplans that we have selected and we will have the home built for them.

We have chosen to price our units, be it land or a completed home, substantially below current market values for this type of product. The intent is for those households that do not make quite enough of an income to afford a home in Moab's current market but make too much to qualify for "low income" programs.

There will be multiple floorplans available. One will be a smaller, two bedroom, that would be ideal for a single individual, couple, or smaller family. Then there are two, 3 bedroom layouts, each with a varying square footage so that to give families or individuals a choice of how much space they would like to have. Additionally, if purchasers chose to buy only a building lot, they will have the freedom to select their own house plan, as long as it meets the guidelines set forth in the HDHO standards, and those of the CC&R’s for the development. All 4 plex units are 3 bedroom and be uniform in square footage. (Examples of floorplans are included in file).

Under the current guidelines of the new HDHO, it states that 80% of all units within the development must be occupied by actively employed local residents. In addition to that restriction, we have put a contingency (Sec. 3.5 of the Development Agreement) that states “fifty percent (50%) of such HDHO Units shall be cost restricted such that the appreciation applicable to each Cost Restricted HDHO Unit shall not exceed five percent (5%) per year above the original selling price of the Cost Restricted HDHO Unit for the first five (5) years after the original sale of the Cost Restricted HDHO Unit”. We’ve done this to protect the units from being purchased and “flipped” for an immediate profit, as to maintain the integrity of the objective for the development.

We feel that we have been blessed to be able to raise our young family in this community, and we want to ensure that all those who want to do the same, have the opportunity.
DEVELOPMENT NOTES:
19 TWIN-HOME LOTS
19 SINGLE-FAMILY LOTS
9 APARTMENT BUILDINGS
158 TOTAL UNITS
Executive Summary

The project is located approximately 5 miles to the southeast of the City of Moab in a suburbanizing part of the County along Spanish Valley Drive. It is just south of the Spanish Valley Drive and Kerby Lane intersection and is directly north of the Rim Village Development. It is approximately 20 acres in size and is currently being used for agriculture. It is surrounded by various types of development, e.g. single-family lots to the north, agriculture to the northeast, single family lots to the east, and high-density housing to the south.

The project proposes 17 Single Family lots, 39 Twin-home lots, and 9 4-Plex Buildings which equates to 131 units. The traffic routes in and out of the project were divided, where 70% will use Spanish Valley Drive, and the other 30% will travel through the Rim Village development to the south. Of the 70% that use Spanish Valley Drive, 90 percent were assumed to be coming from, or going to, the North, and 10 percent to the South. The 30 percent heading through Rim Village was assumed to be coming from, or going to, Highway 191 via Meador Drive. Highway 191 access via Spanish Valley Drive will be accomplished via Spanish Trail Road or any other connector roads, or traffic will simply travel Spanish Valley Drive all the way to town.

Spanish Valley Drive is classified as a Major Collector road per Grand County’s Transportation Plan dated 2008. It is paved 24 feet wide and is posted at 30 MPH. The proposed onsite roads were classified based upon the anticipated traffic volumes from the project. Gemini Bridges Lane is classified as a Type I Public Road. All other onsite roads are classified as Type II Public Roads.

Anticipated traffic was calculated using the Institute of Traffic Engineer's Trips Generation Manual, 8th Ed. (ITE Manual). Based upon the anticipated traffic generated, **no warrants** for turn lanes or improvements have been met for Spanish Valley Drive. Refer to the *Preliminary Traffic Calculations* and *Traffic Routing Analysis Map* attached.
32 PEAK AM
16 PEAK PM

1 PEAK AM
4 PEAK PM

7 PEAK AM
32 PEAK PM

SEE UPPER LEFT FOR
PEAK HOUR TURNING
MOVEMENTS

4 PEAK AM
2 PEAK PM

10%

90%

70%

30%

GEMINI BRIDGES
LANE
### Peak View Subdivision - Preliminary Trip Generation (Proposed Project ONLY)
July 23, 2019

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<th>ITE Land Use (CODE)</th>
<th>Expected Units</th>
<th>Total Generation</th>
<th>Daily Factor Distribution</th>
<th>AM Peak Hour Total Generation</th>
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### Trip Generation Calculation per ITE

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<td></td>
<td></td>
<td>to Spanish Valley</td>
<td>Heading to Rim Village</td>
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### Peak Hour Directional Splits IN/OUT of The Project

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<th>Heading to North</th>
<th>Heading to South</th>
<th>IN</th>
<th>Count</th>
<th>from North</th>
<th>from South</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM Peak Hour</td>
<td>36</td>
<td>90%</td>
<td>10%</td>
<td>8</td>
<td>90%</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>PM Peak hour</td>
<td>18</td>
<td>90%</td>
<td>10%</td>
<td>35</td>
<td>90%</td>
<td>10%</td>
<td></td>
</tr>
</tbody>
</table>

### Warrants from Traffic Generation per ITE

**Project Entrance & Spanish Valley Drive**

<table>
<thead>
<tr>
<th>INTERSECTION</th>
<th>ROUTE</th>
<th>ACCESS CATEGORY</th>
<th>LEFT TURN DECEL LANE IN</th>
<th>RIGHT TURN DECEL LANE IN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Spanish Valley Drive</td>
<td>6</td>
<td>Estimated trips</td>
<td>Estimated trips</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Warrant if</td>
<td>Warrant if</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&gt; 25 vph</td>
<td>&gt; 50 vph</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AM Peak</td>
<td>AM Peak</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>32</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PM Peak</td>
<td>PM Peak</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Use Judgement. Typically not warranted if &lt;45 mph</td>
<td>Use Judgement. Typically not warranted if &lt;40 mph</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>32</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AM Peak</td>
<td>AM Peak</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>16</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PM Peak</td>
<td>PM Peak</td>
</tr>
</tbody>
</table>

**Summary:** NO WARRANTS
Notice

Important - Read carefully: This commitment is an offer to issue one or more title insurance policies. All claims or remedies sought against the company involving the content of this commitment or the policy must be based solely in contract.

This commitment is not an abstract of title, report of the condition of title, legal opinion, opinion of title, or other representation of the status of title. The procedures used by the company to determine insurability of the title, including any search and examination, are proprietary to the company, were performed solely for the benefit of the company, and create no extracontractual liability to any person, including a proposed insured.

The company's obligation under this commitment is to issue a policy to a proposed insured identified in schedule A in accordance with the terms and provisions of this commitment. The company has no liability or obligation involving the content of this commitment to any other person.

Commitment to Issue Policy

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company, a Texas corporation (the "company"), commits to issue the policy according to the terms and provisions of this commitment. This commitment is effective as of the Commitment Date shown in Schedule A for each policy described in Schedule A, only when the company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this commitment terminates and the company's liability and obligation end.

Countersigned by:

[Signature]

[Signature]

[Signature]

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
COMMITMENT CONDITIONS

1. DEFINITIONS
(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I - Requirements;
(f) Schedule B, Part II - Exceptions; and
(g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
(i) comply with the Schedule B, Part I - Requirements;
(ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
(iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWARD TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Anderson-Oliver Title Insurance Agency, Inc.
Issuing Office: 94 E. Grand Ave., Moab, UT 84532
Issuing Office's ALTA® Registry ID: N/A
Loan ID Number: Commitment Number: 11889
Issuing Office File Number: 11889
Property Address: 3640 South Spanish Valley Drive, Moab, UT 84532
Revision Number:

1. Commitment Date: March 18, 2019 at 8:00A.M.

2. Policy to be issued:
   (a) ALTA Owner's Policy Proposed Policy Amount

   Proposed Insured:

   (b) ALTA Loan Policy Standard

   Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:
   Fee Simple

4. The Title is, at the Commitment Date, vested in:
   Terill Johnston and Jennifer Johnston, as husband and wife as joint tenants

5. The Land is described as follows:
   Grand County, Utah:

   Beginning at the North 1/4 corner of Section 27, T26S, R22E, SLM and proceeding thence North 89°55' East 883.6
   feet to the center line of Spanish Valley Drive; thence along said center line South 45°37' East 317.9 feet; thence along
   a 2°10' curve 431.8 feet; thence South 36°16'30" East 204.7 feet; thence West 1513.8 feet to a 1/2" rebar on the West
   line of the Northeast 1/4 of said Section 27; thence North 0°03'30" West 711.8 feet to the point of beginning. (Parcel
   No. 02-0027-0024)

   EXCEPTING therefrom all oil, gas and other minerals.
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Reconveyance of Trust Deed(s) in Schedule B II.
ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II  

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  

Exceptions  

File No.: 11889  

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.  

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:  

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.  

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.  

3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.  

4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.  

5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.  

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.  

7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.  

8. Taxes for the year 2019 are accruing as a lien; not yet due and payable. Taxes for the year 2018 were paid in the amount of $1,806.29.  

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

be leases, grants, exceptions or reservations of interests that are not listed.

10. Reservation of all oil, gas and minerals as reserved in the Warranty Deed dated December 26, 1975 by Carroll J. Meador and Gwyn Meador, as Grantors to Gary G. Carmichael and Judy D. Carmichael, as Grantees and recorded December 29, 1974 as Entry No. 359619 in Book 239 at page 47.

11. Right of ingress and/or egress from a dedicated street or highway are not disclosed of record, and such rights will be excluded from the coverage of our Policy.

12. DEED OF TRUST WITH ASSIGNMENT OF RENTS:
   Dated: May 30, 2018
   Amount: $1,500,000.00
   Trustor: Terill Johnston and Jennifer Johnston
   Trustee: South Eastern Utah Title Company
   Beneficiary: Gary G. Carmichael and Judy D. Carmichael
   Recorded: June 1, 2018 and re-recorded June 14, 2018
   Entry No.: 529941 and re-recorded as Entry No. 530040
   Book/Page: 869/297 and re-recorded in Book 869/759

A judgment search was made in the following names and none were found of record except as noted above:
Terill Johnston and Jennifer Johnston

CHAIN OF TITLE:

According to the Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows: None
WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver’s license number.

All financial companies, such as the Stewart Title Companies, need to share customers’ personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers’ personal information, the reasons that we choose to share, and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes—to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your creditworthiness.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

<table>
<thead>
<tr>
<th>How often do the Stewart Title Companies notify me about their practices?</th>
<th>We must notify you about our sharing practices when you request a transaction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>How do the Stewart Title Companies protect my personal information?</td>
<td>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.</td>
</tr>
<tr>
<td>How do the Stewart Title Companies collect my personal information?</td>
<td>We collect your personal information, for example, when you request insurance-related services or provide such information to us. We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</td>
</tr>
<tr>
<td>What sharing can I limit?</td>
<td>Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.</td>
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Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
WHAT DO/DOES THE Anderson-Oliver Title Insurance Agency, Inc. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Anderson-Oliver Title Insurance Agency, Inc., and its affiliates ("N/A"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver’s license number.

All financial companies, such as Anderson-Oliver Title Insurance Agency, Inc., need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information, the reasons that we choose to share; and whether you can limit this sharing.

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</tr>
<tr>
<td>How do/does Anderson-Oliver Title Insurance Agency, Inc. collect my personal information?</td>
<td>We collect your personal information, for example, when you&lt;br&gt;• request insurance-related services&lt;br&gt;• provide such information to us&lt;br&gt;We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</td>
</tr>
<tr>
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Contact Us

If you have any questions about this privacy notice, please contact us at: Anderson-Oliver Title Insurance Agency, Inc., 94 E. Grand Ave., Moab, UT 84532
GRAND COUNTY CORPORATION
Tax Roll Master Record

Parcel: 02-0027-0024  Serial #:26-22-27-8.1  Entry: 529939
Name: JOHNSTON TERILL
    c/o Name: 
Address 1:  3597 SPANISH VALLEY DR 
Address 2: 
City State Zip: MOAE  UT 84532-0000 
Mortgage Co: 
Status: Active  Year: 2019  District: 002 SPANISH VALLEY  0.010532
Entry #: Property Address: 
SPANISH VALLEY DR 3640 S  MOAE  84532-0000
Acres: 20.00

Owners  Interest  Entry  Date of Filing  Comment
JOHNSTON TERILL  HW, JT  529939  06/01/2018 (0869/0295)
JOHNSTON JENNIFER  HW, JT  529939  06/01/2018 (0869/0295)

Property Information  2019 Values & Taxes  2018 Values & Taxes

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Units/Acres</th>
<th>Market</th>
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<th>Taxes</th>
<th>Market</th>
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<th>Taxes</th>
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<td>181,000</td>
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<td>1,906.29</td>
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<tr>
<td>Totals:</td>
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<td>181,000</td>
<td>1,906.29</td>
<td>181,000</td>
<td>181,000</td>
<td>1,925.35</td>
</tr>
</tbody>
</table>

**** SPECIAL NOTE ****
Tax Rates for 2019 have NOT BEEN SET OR APPROVED! Any levied taxes or values shown on this printout for the year 2019 are SUBJECT TO CHANGE!!
(Using Proposed Tax Rate)

2019 Taxes: 1,906.29  2018 Taxes: 1,906.29
Special Fees: 0.00  Review Date: 02/02/2015
Penalty: 0.00
Abatements: (0.00)
Payments: (0.00)
Amount Due: 1,906.29  NO BACK TAXES!

NO BACK TAXES

GRAND COUNTY TREASURER / DEPUTY

signature

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

BEG AT N1/4 COR SEC 27 T26S R22E & PROC N 89°55'E 883.5 FT; S 45°37'E 317.9 FT; ALONG 2°10' CURVE 431.8 FT; S 36°16'30"E 204.7 FT; W 1513.8 FT TO W LINE NE1/4 SEC 27; N 0°03'30"W 711.8 8 FT TO BEG 20.00 AC

History

RIM VILLAGE 6 1/21/05

Page:4399 of 8568
**Property Information**

**Owner Name(s):** JOHNSTON TERILL  
**Street Address:** SPANISH VALLEY DR 3640 S (legal on back)

**Mortgage Company that May Pay Your Taxes:** NO REQUESTING COMPANY  
**Back Tax Status:** NO BACK TAXES OUTSTANDING

**Parcel Number:** 02-0027-0024  
**Taxing District:** 002 - SPANISH VALLEY

### Tax Information

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Acres/Count</th>
<th>Market Value</th>
<th>Taxable Value</th>
<th>Tax Amount</th>
</tr>
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<tbody>
<tr>
<td>LAND VACANT</td>
<td>20</td>
<td>181,000</td>
<td>181,000</td>
<td>1,906.29</td>
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**Totals**

<table>
<thead>
<tr>
<th>Budget Hearing Location, Date, Time</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
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<tbody>
<tr>
<td>COUNCIL CHAMBERS-DEC 4, 2018-6:00 P.M.</td>
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<td>204 S 400 E-AUG 7, 2018-6:00 PM</td>
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<tr>
<td>SCHOOL - GENERAL</td>
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<tr>
<td>SCHOOL - STATE BASIC LEVY</td>
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<td>GRAND COUNTY - DEBT</td>
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</tr>
<tr>
<td>MULTICOUNTY A&amp;C</td>
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<tr>
<td>COUNTY A&amp;C</td>
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<tr>
<td>LIBRARY</td>
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</tr>
<tr>
<td>GRAND COUNTY CEMETERY</td>
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<tr>
<td>MOAB MOSQUITO ABATEMENT</td>
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<td>MOAB VALLEY FIRE</td>
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<td>CHARTER SCHOOL STATE LEVY</td>
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<td>LIBRARY - DEBT</td>
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Current Year Tax Totals

| Prepayments | 0 | Abatements/Credits | 0 | Current Year Tax Due | 1,906.29 |

**Please forward this notice to new owner if property has sold. This property may be subject to a reappraisal in 2019 under State Law 59-2-303.1**

Keep above portion for your records. Detach entire bottom portion and return with payment.

---

**Pay online at grandcountyutah.net**

- FREE eCheck & other options, see back.
- **OR make check payable to:** Grand County Treasurer  
  PO Box 1268, Moab, UT 84532, (435)-259-1338

**Parcels Number:** 02-0027-0024  
**Auto Bill Pay Status:** Auto Bill Pay not enrolled

**Total Due by Nov 30th**

- $1,906.29

**Paying late?** Penalty is also owed! See back of this stub for amount.

- Yes! I want to make monthly prepayments for 2019 taxes. Please mark box and see back of this stub for more about coupons.
- My address has changed! Please mark box and enter new address on back of this stub.
### Neighboring Parcels -

<table>
<thead>
<tr>
<th>Neighboring Parcels</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grand County</strong></td>
<td></td>
</tr>
<tr>
<td>Norma Beeman</td>
<td>3641 S HWY. 191</td>
</tr>
<tr>
<td>Jackie Hill</td>
<td>3470 Spanish Valley Dr.</td>
</tr>
<tr>
<td>Gary &amp; Judy Carmichael</td>
<td>3490 &amp; 3492 S. Spanish Valley Dr.</td>
</tr>
<tr>
<td>John Hafner</td>
<td>3366 E. Kerby Lane</td>
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<tr>
<td>Vereald T. Dickerson</td>
<td>3585 S. Spanish Valley Dr.</td>
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<td>3645 S. Spanish Valley Dr.</td>
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<td><strong>Rim Village</strong></td>
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<tr>
<td>Raymond R. Pacile</td>
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</tr>
<tr>
<td>Finn B. Petersen</td>
<td>3686 Spanish Valley Dr. B-4</td>
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<tr>
<td>James P. Hottinger</td>
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<tr>
<td>Keith Griffiths</td>
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<tr>
<td>Richard A. Bond</td>
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<tr>
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<td>Scott Huntsman</td>
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<td>Paul Ishikawa Jr.</td>
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<td>Beverly Sue Retherford</td>
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<td>George Callison</td>
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<td>PAZ SMC Properties LLC</td>
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<td>FARR Financial LLC</td>
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<tr>
<td>Dale Ahrens</td>
<td>3686 Spanish Valley Dr. Z-1</td>
</tr>
<tr>
<td>Melanie Taylor</td>
<td>3686 Spanish Valley Dr Z-4</td>
</tr>
</tbody>
</table>
March 7, 2019

ATTN: Jennifer Johnston

Dear Ms. Johnston:

Re: Natural Gas Service Availability, 3640 Spanish Valley Drive, Moab

Natural gas can be made available to serve your development when the following requirements are met:

1. Developer provides plat maps, drawings, construction schedules, average size of homes, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but not limited to, proposed natural gas appliances (number and type of appliances per unit, homes, building).

2. Review and analysis by Dominion Energy Utah’s Engineering and/or Pre-Construction Department to determine load requirements, system reinforcement requirements, and estimated costs to bring natural gas to the development.

Upon completion of Dominion Energy Utah’s review of the development’s natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance.

To accommodate your construction schedule and provide cost estimates to you, please contact me at your earliest convenience.

Sincerely,

Ron Dickerson
Operations Supervisor
Moab City Planning & Zoning
Grand County Planning & Zoning

Attn: whom it may concern

March 21, 2019

Request #6655300

Based on the request from "Jennifer Johnston", Rocky Mountain Power is providing a letter stating our intent to provide permanent or temporary electrical service. We will need a copy of proposed site plan (I have not seen & reviewed the preliminary site plan @ this time. RMP will supply power when customer & Rocky Mountain Power is ready to proceed) to know if all right of ways and or easements will work, before power can be served to customer. Customer to record all utility easement where new power lines will be located, or are already located, to feed existing & new locations. This is needed to know if all right of ways and or easements will work, before power can be served at "3640 Spanish Valley Dr. Moab, Utah. It is our intent to serve this new site called, "125 lot residential subdivision" with electrical power. Before providing power, all existing power lines are to be located at developer's expense and be recorded on final site plan, with noted 10' to 30' utility easements. Preliminary utilities have been reviewed and are approved.

In the process of providing power to this project, any line extensions required will be done in accordance with our current regulations and line extension policy.

As part of the line extension policy the customer will be required to provide all advance payments for line extensions, easements and approved plats for this development prior to lines being installed.

If you have any questions or concerns please e-mail or call @ 259-3232 or 259-3210

Sincerely,

Gary Lawley
Estimator, Moab Office
Jennifer,

Sunrise engineering ran our hydraulic water model with the 125 units in your will serve request. We have the capacity to serve this development with adequate pressures and fire flows. Please provide detailed plans when they are complete for further necessary approvals. I have also attached a copy of our construction standards for you to provide to your engineer.

Thank you,

Dana

PS. Kenny – let me know if you need anything else.

Dana Van Horn
Agency Manager
Grand Water & Sewer Service Agency
3025 E. Spanish Trail Rd.
Moab, UT 84532
P:

GWSSA GIS Data Disclaimer: Maps and data are to be used for representation purposes only and have not been prepared for legal, engineering or surveying purposes. GWSSA assumes no liability for errors or omissions in any information. The information contained on the cadastral maps is used to locate and identify parcels of land for reference purposes only and is NOT to be interpreted or used as a "legal description." The only legally binding legal description is the description recorded in the recorder's office. The GIS database and maps are subject to constant change and the accuracy and completeness is not guaranteed.
DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PEAK VIEW SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE PEAK VIEW SUBDIVISION (this “Declaration”) is made and
executed this ____ day of __________, 2019, by the owners of the lots within the subdivision
(referred to herein as the “Owners” or “Declarants”).

RECITALS

A. The Peak View Subdivision is located within, Grand County, Utah, and is
comprised of nine (9) 4-plex sites, thirty-three (33) Twin Home Lots, and twenty-three (23) Single
Family Lots, and two (2) roads, known as __________ (“_________”) and
__________ (“_________”). The Lots are generally referred to as the “Property,” and are
described on Exhibit A attached hereto. This Subdivision is not a cooperative as that term is used
in the Utah Community Association Act, Utah Code Ann. Section 57-8a-101 et seq.

B. The plat creating the Peak View Subdivision was recorded in the Grand County
Recorder’s office on ________________, 2019, as Entry Number ______, Book ______, Page ___
(the “Plat”).

C. The current owners of the Lots (referred to herein as the “Owners” or “Declarants”) now desire to enter into this Declaration to establish a common scheme and plan for the
possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Property as a Subdivision, to manage and preserve the value and appearance of the Property by collecting
assessments and disbursing funds as hereinafter set forth, and to perform such other acts as shall
generally benefit the Property and the Owners. Following the recording of the Plat and this
Declaration, no portion of the Property, including those buildings containing more than one Unit,
shall contain condominiums governed by Chapter 8 of the Utah Condominium Ownership Act.

D. The Peak View Homeowners Association has been organized as a Community
Association pursuant to the Utah Community Association Act (Utah Code Ann. §§ 57-8a-101 et
seq., the “Act”), and will be the entity that has the primary responsibility to administer and enforce
this Declaration.
DECLARATION

NOW, THEREFORE, it is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

I. DEFINITIONS.

The following words, phrases or terms used in this Declaration shall have the following meanings:

(a) “Additional Land” shall mean and refer to any land located in Grand County, Utah, that is made subject to this Declaration pursuant to Article X hereof.

(b) “Actively Employed” or “Actively Employed Household” has the meaning assigned to it by Grand County in section 4.7 of the Grand County Municipal Code, as it may be amended from time to time.

(c) “Annual Assessment” shall mean the charge levied and assessed each year against each Lot pursuant to Section 4.2 hereof.

(d) “Association” shall mean the Peak View Homeowners Association, a Utah nonprofit corporation, organized to administer and enforce the covenants and to exercise the rights, powers, and duties set forth in this Declaration.

(e) “Association Rules” shall mean any rules or regulations relating to the Property which are approved by the Board of Directors pursuant to this Declaration or the Bylaws.

(f) “Board” shall mean the Board of Directors of the Association.

(g) “Bylaws” shall mean and refer to the Bylaws of the Association, as amended from time to time.

(h) “Committee” shall mean and refer to the Architectural Control Committee established pursuant to Article VII hereof.

(i) “Common Area” shall mean all land within the Property that is designated as Common Area by this Declaration and areas shown or otherwise designated as Common Area on the Plat, or Plat notes, including Street Lighting, whether or not shown on the Plat or in the Plat notes, including but not limited to walking trails, the Park Area, drainage ponds and culverts.

(j) “Common Expenses” shall mean all expenses for maintenance, utilities, and taxes incurred on or in connection with Common Areas within the Property, all insurance premiums,
all expenses incurred in connection with enforcement of the Governing Documents, all expenses expressly declared to be Common Expenses by the Governing Documents, and all other expenses which the Association is entitled to incur pursuant to the provisions of the Governing Documents.

(k) "Cost Restricted HDHO Unit" means a Unit, which is cost restricted. 50% of the total HDHO Units are Cost Restricted HDHO Units. Cost Restricted HDHO Units will be specifically defined by an amendment to this Declaration following final plat approval.

(l) "Governing Documents" shall mean this Declaration, the Articles of Incorporation of the Association, the Bylaws, and the Association Rules.

(m) "HDHO Unit" means a Unit which is required to be used for Primary Residential Occupancy of Actively Employed Households. Eighty percent (80%) of the total Units within the Property are HDHO Units. HDHO Units will be specifically defined by an amendment to this Declaration following final plat approval.

(n) "Lot" shall mean any separately numbered and individually described parcel of land shown as a Lot on the Plat and intended for private use and ownership. A lot may contain more than one Unit.

(o) "Maintenance Charges" shall mean any and all costs assessed against an Owner’s Lot and to be reimbursed to the Association for work done pursuant to Sections 5.2 and 5.3 and fines, penalties, and collection costs incurred in connection with delinquent Annual or Special Assessments pursuant to Section 4.6 and the Governing Documents.

(p) "Member" shall mean any person holding a membership in the Association pursuant to the provisions of Section 2.1.

(q) "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner.

(r) "Park Area" means the common area designated in the Plat used for recreational purposes.

(s) "Permanent Resident," a person who has occupied a Unit for longer than six (6) months, or who possess a leasehold interest in a Unit with a term longer than six (6) months.

(t) "Plat" shall mean and refer to the duly approved and recorded Peak View Subdivision plat, as more particularly defined in the above recitals, as well as any plat(s) respecting any Additional Land, but only after the recordation of such plat(s), and only if and after the recordation in accordance with Article X hereof the Declaration is supplemented adding the real property covered by such plat(s) to the Property, and the supplemented Declaration is recorded in the Grand County Recorder’s Office against the Additional Land subjecting such real property to the Declaration.

(u) "Primary Residential Occupancy" has the meaning assigned to it by Grand County in section 4.7 of the Grand County Municipal Code, as it may be amended from time to time.
COVENANTS CONDITIONS AND RESTRICTIONS

(v) "Property" shall mean and refer to that certain real property located in Grand County, State of Utah, and more particularly described on Exhibit A hereof, together with each and every portion of the Additional Land which is added (from and after the time such portion is added) to the Property in accordance with law and the provisions of this Declaration.

(w) "Road" shall mean ______________, a public road within the Peak View Subdivision, which Road will be dedicated to Grand County.

(x) "Special Assessment" shall mean any assessment levied and assessed pursuant to Section 4.3.

(y) "Unit" means a structure on a Lot or portion of a structure on a Lot that is designed, occupied or intended to be occupied as living quarters for a single family and includes facilities for cooking, sleeping and sanitation.

II. MEMBERSHIP AND VOTING

2.1 Membership. Every Owner shall be a Member of the Association. No evidence of membership in the Association shall be necessary other than evidence of ownership of a Lot. Membership in the Association shall be mandatory and shall be appurtenant to the Lot in which the Owner has the necessary interest. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed, or alienated in any way except (i) under Section 2.3 of this Article II, or (ii) upon transfer of ownership of an Owner’s Lot, and any such transfer shall automatically transfer the Membership appurtenant to such Lot to the new Owner thereof.

2.2 Voting Rights. Members shall be entitled to one (1) vote for each Unit owned by such Member. Although each of the multiple Owners of a single Unit shall be a Member, in no event shall more than one (1) vote exist or be cast on the basis of a single Unit. A determination of which of the multiple Owners of a single Unit shall cast the vote on the basis of that Unit shall be in accordance with Section 2.3 of this Article II.

2.3 Multiple Interests and Voting. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. An Owner may elect to have a Permanent Resident of an Owner’s Unit vote by proxy, so long as the Permanent Resident (i) is a resident of the Unit for which the vote is cast, and (ii) possesses an equitable interest in such Unit. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

2.4 Lists of Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors. The Association shall maintain up-to-date records showing the name of each person who is an Owner, the address of such person, and the Lot which is owned by such person. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the deed or other
instrument accomplishing the transfer is of record in the office of the County Recorder of Grand County, Utah. The Association may for all purposes act and rely on the information concerning Owners and Lot ownership which is thus acquired by it, or at its option, the Association may act and rely on current ownership information respecting any Lot or Lots which is obtained from the office of the County Recorder of Grand County, Utah. The address of an Owner shall be deemed to be the address of the Lot owned by such person unless the Association is otherwise advised in writing.

III. ASSOCIATION

3.1 Formation of Association. The Association shall be a nonprofit Utah corporation charged with the duties and invested with the powers prescribed by law and set forth in its Governing Documents. None of the other Governing Documents of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

3.2 Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws of the Association as the same may be amended from time to time. The Board shall be composed of volunteer Members elected pursuant to the provisions of the Bylaws. The Board may also appoint various committees and may appoint a manager who, subject to the direction of the Board, shall be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the manager or any other employee of the Association.

3.3 Personal Liability. Neither the Association nor any member of the Board, officer, manager, or other employee or committee member of the Association shall be personally liable to any Member or to any other person, including the Association, for any damage, loss, claim, or prejudice suffered or claimed on account of any act, omission, negligence, or other matter, of any kind or nature except for acts performed intentionally and with malice.

3.4 Owners Duties. In the event the Association ceases to exist or perform its obligation, then the owners shall be collectively responsible to perform the duties and obligations to be performed by the Association hereunder.

IV. ASSESSMENTS

4.1 Purpose of Assessments; Assessment Lien. All Members of the Association hereby covenant and agree, and each Owner, by acceptance of a deed to a Lot is deemed to covenant and agree, to pay to the Association the following assessments and charges: (a) Annual Assessments, (b) Special Assessments, and (c) Maintenance Charges, all such assessments and charges to be established and collected as hereinafter provided. The Annual Assessments, Special Assessments, and Maintenance Charges, together with interest, costs, and reasonable attorneys' fees, shall be secured by a lien (the "Assessment Lien") on the Lot to which they relate, in favor of the Association, which shall be a continuing servitude and lien upon the Lot against which each such assessment or charge is made. The Assessment Lien shall be a charge on the Lot, shall attach from the date when the unpaid assessment or charge shall become due, and shall be a continuing
COVENANTS CONDITIONS AND RESTRICTIONS

lien upon the Lot against which each assessment is made. Each assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Assessment Lien may be foreclosed judicially or non-judicially by the Association in the same manner as a mortgage or deed of trust on real property upon the recording of a Notice of Delinquent Assessment or Charge as set forth in Section 4.6 hereof. The Association shall be entitled to purchase the Lot at any foreclosure sale.

4.2 Annual Assessments. Commencing on __________, 20__, an Annual Assessment shall be made against each Lot for the purpose of paying (or creating a reserve for) Common Expenses. The Annual Assessment for all Lots shall be set by the Board. After __________, 20__, the Board may increase the Annual Assessment each year by not more than 10 percent (10%) above the previous year's Annual Assessment. If the Annual Assessment is to be increased by more than 10% of the previous year's Annual Assessment, it can only be done by a vote of sixty-six and two-thirds percent (66.66%) of the Members who are voting in person or by proxy at a meeting duly called for that purpose.

4.3 Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment period, a Special Assessment applicable to that period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon any Common Area, or for the purpose of defraying other extraordinary expenses, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

4.4 Uniform Rate of Assessment. Annual Assessments shall be fixed at a uniform rate for all Lots, and may be collected on a yearly basis or more frequently if the Board shall so determine.

4.5 Establishment of Annual Assessment Period. The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be each calendar year beginning January 1, 20__. The Board, in its sole discretion from time to time, may change the Assessment Period by recording with the County an instrument specifying the new Assessment Period. The Board shall fix the amount of the Annual Assessment against each Lot at least thirty days in advance of the end of each Assessment Period. Written notice of the Annual Assessment shall be sent to each Member. Failure of the Association to send a bill to any Member shall not relieve the Member of liability for payment of any assessment or charge. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge (not to exceed any limit as established by the Act, which as of the date of this Declaration is $10.00 pursuant to Utah Code Ann. § 57-8a-206), furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

4.6 Effect of Nonpayment. Any assessment or charge or installment thereof not paid when due shall be deemed delinquent and in the discretion of the Board may bear interest from thirty days after the due date until paid at the legal rate of interest or other reasonable rate determined
by the Board not to exceed the legal rate, and the Member shall be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting the same. The Board may also record a Notice of Delinquent Assessment or Charge against any Lot as to which an assessment or charge is delinquent. The Notice shall be executed by an officer of the Association or a member of the Board, shall set forth the amount of the unpaid assessment, the name of the delinquent Owner, and a description of the Lot. The Board may establish a fixed fee to reimburse the Association for the Association's cost in recording such Notice, processing the delinquency, and recording a release of such lien, which fixed fee shall be treated as part of the Maintenance Charge of the Association secured by the Assessment Lien. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment and/or judicially or non-judicially foreclose the lien against such Owner's Lot. For purposes of any non-judicial foreclosure, the attorney for the Association shall be deemed the qualified “Trustee” under Utah Code Ann. Section 57-1-21 in connection therewith and each Owner hereby conveys and warrants pursuant to Utah Code Ann Section 57-1-20 and 57-8a-302 to the Trustee, with power of sale, such Owner's Lot and all improvements to such Lot for the purpose of securing payment of assessments under the terms of this Declaration. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the benefits derived from assessments or abandonment of his or her Lot.

4.7 Priority of Lien. The Assessment Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is, a lender who has loaned funds with a Lot as security, or held by the lender’s successors and assigns, and shall also be subject and subordinate to liens for taxes and other public charges. Except as provided above, the Assessment Lien shall be superior to any and all charges, liens, or encumbrances which hereafter in any manner may arise or be imposed upon each Lot. Sale or transfer of any Lot shall not affect the Assessment Lien.

4.8 Use or Allocation of Assessments. The Board shall have discretion to make general or specific expenditures of assessments and other Association funds and to approve those expenditures as they are made by authority of the Board or Officers of the Association pursuant to the Bylaws. All expenditures shall require the approval of two or more board members or authorized officers. Checks signed by two such persons shall be sufficient evidence of approval.

4.9 Financial Records. The Association shall keep a record of its receipts and expenditures for the prior three (3) calendar years of its operation. Such records shall be available for review by the Members at a reasonable time and place as designated by the Board.

V. MAINTENANCE

5.1 Common Areas. The Association, or its duly delegated representative, shall maintain and otherwise manage all Common Areas. The Board shall be the sole judge as to the appropriate maintenance of all Common Areas and other properties maintained by the Association. Any cooperative action necessary or appropriate for the proper maintenance and upkeep of such properties shall be taken by the Board or by its duly delegated representative.

5.2 Assessment of Certain Costs. In the event that the need for maintenance or repair
of Common Areas and other areas maintained by the Association is caused through the willful or
negligent act of any Owner or his or her family, guests, or invitees, the cost of such maintenance or
repairs shall be added to and become part of the Maintenance Charge to which such Owner’s Lot
is subject and shall be secured by the Assessment Lien.

5.3 Improper Maintenance. In the event any portion of any Lot is so maintained as to
present a public or private nuisance, or as to substantially detract from the appearance or quality
of the surrounding Lots or other areas of the Property which are substantially affected thereby or
related thereto; or in the event any portion of a Lot is being used in a manner which violates the
Governing Documents; or in the event any Owner is failing to perform any of its obligations under
this Declaration or the other Governing Documents, the Board may by resolution make a finding
to such effect, specifying the particular condition or conditions which exist, and pursuant thereto
give notice thereof to the offending Owner that unless corrective action is taken within the time
period set by the Board, the Board may cause such action to be taken at such Owner’s cost. If at the
expiration of such period of time the requisite corrective action has not been taken, the Board shall
be authorized and empowered to cause such action to be taken and the cost thereof shall be added
to and become part of the Maintenance Charge and shall be secured by the Assessment Lien.

VI. RIGHTS AND POWERS OF ASSOCIATION

6.1 Association’s Rights. In addition to the rights and powers of the Association set
forth in this Declaration, the Association shall have such rights and powers as are set forth in its
other Governing Documents.

6.2 Rights of Enforcement. The Association, as the agent and representative of the
Members, shall have the right to enforce the covenants set forth in this Declaration and the other
Governing Documents. The Association shall have the right to enforce by any proceeding at law
or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter
imposed by the provisions of this Declaration or other Governing Documents. If the Association
prevails in any proceeding at law or in equity to enforce the provisions of this Declaration or the
other Governing Documents, the Association is entitled to an award of its costs and reasonable
attorneys’ fees associated with the action. Failure by the Association or to enforce any covenant
or restriction contained in the Governing Documents shall in no event be deemed a waiver of the
right to do so thereafter. The Association may delegate its enforcement authority to any third
party acting under the Association’s supervision and control and by written authorization of the
Association.

6.3 Insurance. The Association may obtain in its name and keep in full force and effect
at all times, insurance policies for such casualty and public liability and other insurance policies as
the Board deems necessary.

6.4 Association Rules. The Association may adopt, amend, and repeal such rules and
regulations (including appropriate fines for violations thereof) as the Association deems
reasonable to supplement this terms of this Declaration. Each Owner shall be notified of any
additions or amendments to the Association Rules in any manner permitted by law which is
reasonably calculated by the Board to put affected owners on notice of the same, which
notification procedure may include notifying the Owners that changes have been made to the Association Rules, and directing the Owners to refer to the Association’s Website, if any, or other readily available source for a complete copy of the updated Association Rules. Unless otherwise specified, said rules and regulations shall have the same force and effect upon such notification as if they were set forth in and where part of this Declaration. The Association Rules shall not discriminate against Owners. In the event of any conflict between the Association Rules and this Declaration, the Declaration shall control.

VII. ARCHITECTURAL CONTROL COMMITTEE

7.1 Purpose. In order to create, maintain and improve the Property as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review by the Architectural Control Committee (the “Committee”).

7.2 Creation. The initial Committee will consist of the Board of Directors and will act in the dual role of Board of Directors and Architectural Control Committee. The Board may appoint at any time one or more members of the Board to serve as the Committee. Before an appointment to the Committee becomes valid, the appointed Committee member must accept the appointment, and notice must be given to all the Members of the appointment. If the Architectural Control Committee consists of more than one (1) member, the majority of the Committee shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee, provided that a single member of the Committee may be authorized to take action on behalf of the Committee by the unanimous written resolution of the Committee. In the event of death or resignation of any of the members of the Committee, the Board shall have full authority to appoint another person to fill the said vacancy. Should any Committee member move his or her residence outside of the Property, such member shall be automatically disqualified to serve and that position on the Committee shall be considered vacant.

In the event of violation of any of the provisions of this Declaration or other Association Rules applicable to exterior design and landscaping, the Architectural Control Committee is authorized and empowered, subject to the authority of the Board, to take such action as may be necessary to restrain or enjoin the violations of these codes and covenants. All costs, including attorneys’ fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.

7.3 Powers. The Committee is hereby authorized to perform (or to retain the services of one or more consulting architects; landscape architects, or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing) the design review functions prescribed in this Declaration, the Association’s Bylaws, and the Association Rules, and to carry out the provisions set forth therein.

Each Lot Owner may be required to pay a Design Review Fee in conjunction with the submittal of any plans to be reviewed or approved by the Committee. The Design Review Fee shall not exceed that actual costs of reviewing and approving the plans, which costs may include the costs
of architects and other professionals retained by the Committee to review plans. The Committee may require the Owner to pay the Design Review Fee in advance, provided that if the actual costs of the review are less than the Design Review Fee, the Association shall promptly refund the excess to the Owner or apply the same against other amounts owed by the Owner to the Association. Lot Owners are encouraged to submit preliminary schematic drawings to the Committee as soon as possible in order to avoid unnecessary revisions and delays in construction.

VIII. COVENANTS, CONDITIONS AND RESTRICTIONS

8.1 Land Use and Building Type. No lot shall be used except for residential purposes. Any material change, new construction or remodel to the existing buildings located on any Lot or to the landscaping associated therewith shall be subject to the following provisions regarding such.

8.2 Architectural Control. To maintain a degree of protection to the investment which homeowners in the Property may make, homes of superior design are required. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process. No landscaping, grading, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, along with a topographical plan showing the location of all improvements, including a detailed landscaping plan, have been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade on any Lot, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from Grand County, whichever ordinances are in effect at the time.

No construction of home or landscaping may commence without approval by the Committee of the working drawings, including:

(a) Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts and elevations of floors from a designated point on the street.

(b) Detailed floor plans showing dimensions and measurements.

(c) Detailed elevations, indicating all materials and showing existing and finished grades.

(d) Detailed sections, cross and longitudinal.

(e) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.
Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the residence.

8.3 **Construction Quality, Size, and Cost.** All exterior materials and colors shall comply with the Association Rules and County Standards and are to be specified on plans and submitted for approval by the Committee. The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the Association Rules, and the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. All structures constructed on the Property shall be of new materials, except pre-approved used brick, and shall be of good quality workmanship. No premanufactured homes shall be permitted. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

8.4 **Construction Time.** The Committee shall have final control for approval of all color and material plans. There is no time limit for beginning construction; however, upon commencement, the construction time for the exterior portion of any structure shall not exceed 18 months from start to finish. “Start” shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 18-month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Property.

8.5 **Building Location.** No building shall be located on any Lot nearer to the front lot line or the rear lot line than the minimum building set-back lines required by the zoning requirements in effect at the time of commencement of construction.

8.6 **Landscaping.** Any trees, lawns, shrubs, or other planting shall be properly nurtured and maintained by the Association if located in a Common Area, and by the Owner if located on that Owner’s lot. Each Lot Owner shall be assessed the Annual Assessment set forth in Section 4.2 to maintain such plantings in the Common Areas. Lawn, patio, and garden areas must be approved by the Committee. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control. The planting of trees that will have a high profile and obstruct the view from neighboring Lots is prohibited. Such trees may be pruned or removed at the discretion of the Board or the Committee and each Member grants to the Board a limited license to do so.

No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Property and must be approved by the Committee.

Each dwelling shall have installed surrounding it an outdoor landscape sprinkler system for fire protection and irrigation.

Landscaping may include a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material as set forth.
in the Association Rules. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner and approved by the Committee prior to commencement of landscaping.

The front yard of each Lot (from the street to the front line of the residence on the Lot) shall be landscaped within one (1) year of the occupancy date of any structure built upon said Lot. The remainder of the Lot shall be landscaped within two (2) years of the occupancy date of any structure built upon said Lot.

8.7 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage; or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

8.8 Accessory Structures. Patio structures, Sheds, trellises, sunshades, gazebos, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee. Larger outbuildings such as swimming pool or tennis court dressing facilities, and accessory dwelling structures are expressly prohibited.

8.9 Exterior Antennas, Lights, and Power Lines. Except as permitted by Association Rules, exterior antennas are prohibited. TV dishes will be allowed, provided that the location of TV dishes must be approved by the Committee. Exterior lighting that is detached from the dwelling will not be allowed unless allowed by Association Rules or approved by the Committee. It is anticipated that variances for exterior lights, detached from the dwelling, that are positioned above a one-story level (i.e. tennis court lighting) will rarely be given. All power lines and similar type cables shall be buried underground. In the event that the installation of any of the foregoing items falls within regulations adopted by the Federal Communication Commission, such installations shall in all events be required to comply with said regulations.

8.10 Nuisances: Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber, and other building materials will be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may require screening of the storage areas.
No articles, material, equipment, or vehicles of any nature shall be parked or stored on any street located within the Property. Licensed, regularly used passenger vehicles (i.e., visitor vehicles) may be parked on streets within the Property for brief periods of time (i.e., less than twenty-four hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited.

The use or operation of snowmobiles on Property streets is not permitted. The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress of the Property.

No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operation of any kind shall be permitted upon or in any Lot.

The burning of rubbish, leaves, or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

The Committee, in its sole discretion, shall have the right to determine the existence of any nuisance.

8.11 Signs. Except as provided in this Section 8.11 or as permitted by the Association Rules, no signs of any kind shall be displayed to public view on any Lot. The Association Rules shall provide for the reasonable display of signs advertising a Lot for sale or rent, and the improvement of the Lot during construction. Political signs shall be permitted, provided that the Association Rules may regulate the time, place, and manner for the posting of such signs, and adopt reasonable design criteria relating to the same.

8.12 Animals. The Association is committed to the preservation and protection of native animal wildlife which may from time to time wander onto and through the Property. Such wildlife shall not be fed or hunted within the Property. Except as provided herein or as permitted by the Association Rules, no animal, bird, fowl, poultry, or livestock of any kind shall be raised, bred, or kept on any Lot. Domestic dogs (a maximum of two), cats, and other household pets may be permitted by the Association as long as they are maintained in accordance with this Declaration and the Association Rules, are not a nuisance, and are not kept, bred, or maintained for any commercial purposes. No dog shall be allowed to roam unattended on the Property, and no household pets shall be permitted in the Park Area.

8.13 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 8.1 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.
8.14 **Restriction on Further Subdivision, Property Restrictions, and Rezoning.** No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board, which approval must be evidenced on the Plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Board, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Board and the Committee and the proposed use otherwise complies with this Declaration.

8.15 **Non-Residential Use.** No gainful occupation, profession, or other non-residential use shall be conducted on the Lot, and no persons shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval of the Committee and the appropriate officials of Grand County.

8.16 **Fuel Storage.** No tank for storage of fuel may be maintained or installed without the prior written consent of the Committee and the appropriate officials of Grand County, whichever ordinances are in effect at the time.

8.17 **Building Material Storage.** No building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

8.18 **Easements.** Easements for installation of and maintenance of utilities, drainage facilities, and water tank access and lines are reserved as shown on the recorded Plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or water lines or which may change the direction of flow of drainage channels in the area or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

8.19 **Paving.** All paving of driveway and other flat paved areas shall be subject to the Association Rules and written approval of the Committee.

8.20 **Solar Equipment.** Solar panels are to be integrated into roof design. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Committee.

8.21 **Pools, Spas, Fountains, Game Courts.** Member's shall not build, install, or construct, pools, spas, or game courts.
8.22 **Fences and Walls.** Fencing and walls shall be subject to the prior approval of the Committee in accordance with Association Rules. Use of landscaping materials for hedges and fencing is encouraged. No structures or fences shall be permitted in any area designated by Grand County, whichever ordinances are in effect at the time, as non-buildable.

All fences and walls may require a building permit from Grand, and must have prior written approval of the Committee.

8.23 **Parking and Storage.** No major mechanic work or repairs are to be conducted in streets or front yards of houses. No inoperative or unregistered automobile or vehicle shall remain on any Lot for more than 30 days and no such vehicle shall be placed or remain on the adjacent street for more than 24 hours. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational type vehicles on the side and rear yards. No trailers, campers, or other recreational vehicles shall be parked on the street or stored in view of the street. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the side or the front yard setback requirements of a given Lot. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited.

8.24 **Water Discharge.** It shall be unlawful for any person owning, occupying, or having control of any premises to suffer or permit irrigation or water from the roof or eaves of any house, building, or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, or adjoining Lot. This provision is intended to require that the Owner maintain water on his or her property.

8.25 **The Association’s Exemption.** Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by the Association, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Property.

8.26 **Supplemental Use Restrictions Upon Expansion.** In any supplement to this Declaration which is recorded in conjunction with the addition to the Property of a portion of the Additional Land, the Association shall have the right in its sole discretion to specify use restrictions and standards applicable to such portion. In the Association’s sole discretion, the restrictions and standards so specified may be different than or in addition to the restrictions and standards set forth in the foregoing Sections of this Article VIII.

8.27 **Existing Improvements.** Improvements existing at the time this Declaration is recorded in the Grand County Recorder’s office, which improvements may include dwellings, permanent structures, driveways, landscaping, or other improvements controlled and restricted by this Article VIII, are hereby exempt from the requirements of this Article VIII. However, if any such existing improvements are removed or materially altered, then any replacement improvement must comply with this Article VIII.

8.28 **HDHO Units.** Owners shall include the following restrictive covenant in any deed that transfers or assigns all or part of their ownership interest in an HDHO Unit:
(a) The real property described herein shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity. The real property is further subject to the Development Agreement recorded in the real property records of Grand County, Utah on _____________ (Date) at Entry No. ________.

Grantee(s) understand and agree that Grand County has reserved the right under the Development Agreement to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any HDHO Unit.

8.29 Renting HDHO Units. Any Owner that rents all or part of their HDHO Unit, shall only rent to an Actively Employed Household. Owners shall provide proof of “Active Employment” to the Association upon request.

8.30 Cost Restricted HDHO Units. Owners that sell their ownership interest in a Cost Restricted HDHO Unit must not sell such interest at more than five percent (5%) appreciation of the original purchase price per year, for the first five years.

8.31 Renting Cost Restricted HDHO Units. Any Owner that rents all or part of their Cost Restricted HDHO Units, shall not raise the annual rent more than 3% per year for the first five years.

IX. AMENDMENTS

9.1 Term: Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect in perpetuity, unless there is an affirmative vote to terminate this Declaration by the then Members casting sixty-seven percent (67%) of the total votes cast at an election held for such purpose. If the necessary votes are obtained, the Board shall cause to be recorded in the office of the Grand County Recorder a “Certificate of Termination,” duly signed by the President and Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon, the covenants herein contained shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

9.2 Amendments. This Declaration may be amended by recording in the office of the Grand County Recorder a “Certificate of Amendment,” duly signed and acknowledged as required for a Certificate of Termination. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held pursuant to the provisions of the Articles and Bylaws of the Association, the Owners casting sixty-seven percent (67%) of the votes at the election voted affirmatively for the adoption of the amendment.

X. MISCELLANEOUS

10.1 Interpretation of the Covenants. Except for judicial construction, the Association,
by its Board; shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association’s construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the covenants and provisions hereof.

10.2 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

10.3 Enforceability. If any provision of the Grand County Code relating to Actively Employed Households (as defined herein), is (a) terminated or (b) deemed unenforceable by a court of competent jurisdiction, then sections 8.28, 8.29, 8.30, 8.31 and any other provision of this Declaration relating to the same will be null and void.

10.4 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association’s rights, activities, and duties, provided such rules and regulations are not inconsistent with the provisions of this Declaration.

10.5 General Reservations. The Association reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of Owners and/or the Association including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails, and easements and drainage easements.

10.6 Run with the Land. The Association for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

[Remainder of page left blank to accommodate signatures]
DATED this ___ day of ______________, 2019.

BLACKSHEEP DEVELOPMENT
COMPANY, LLC, a Utah limited liability
company

By: ____________________________
Print Name:_____________________
Title: Manager

STATE OF UTAH )
: ss.
COUNTY OF ___________ )

On this ___ day of __________, 2019, personally appeared before me
__________________, known to me to be the person who executed the within and foregoing
instrument as Manager of Black Sheep Development Company LLC, a Utah limited liability
company, who duly acknowledged to me that he executed the same.

______________________________
NOTARY PUBLIC
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

BEGINNING AT THE N 1/4 CORNER OF SECTION 27, T26S, R22E, SLM AND
PROCEEDING THENCE N 89 DEG. 55' E 883.6 FT. TO THE CENTER LINE OF SPANISH
VALLEY DRIVE, THENCE ALONG SAID CENTER LINE S 45 DEG. 37' E 317.9 FT.
THENCE ALONG A 2 DEG. 10' CURVE 431.8 FT. THENCE S 36 DEG. 16'30" E 204.7 FT.;
THENCE W 1513.8 FT. TO A 1/2" REBAR ON THE WEST LINE OF THE NE 1/4 OF SAID
SECTION 27; THENCE N 0 DEG. 03 930" W 711.8 FT. TO THE POINT OF BEGINNING.
BEARINGS ARE BASED ON THE EAST LINE OF SAID SE 1/4 OF SECTION 27. (NORTH
O DEG. 01' WEST)
Total Heated Area: 1,065 sq. ft.
1st Floor: 1,065 sq. ft.
Porch, Front: 303 sq. ft.

Bedrooms: 2
Full bathrooms: 2

Dimensions: Width: 39' 8"
Depth: 38' 4"
Max ridge height: 25' 0"

ArchitecturalDesigns.com
PLAN NUMBER
46000HC
Total Heated Area: 1,098 sq. ft.
1st Floor: 1,098 sq. ft.
Porch, Rear: 95 sq. ft.
Porch, Front: 52 sq. ft.
Bedrooms: 3
Full bathrooms: 2
Dimensions: Width: 52' 0"
Depth: 44' 0"
Max ridge height: 19' 0"
Total Heated Area: 1,185 sq. ft.
1st Floor: 1,185 sq. ft.

Bedrooms: 3
Full bathrooms: 2

Dimensions:
Width: 52' 0"
Depth: 58' 0"
Max ridge height: 17' 10"
PLAN F-589
MAIN FLR. 500 SQ. FT.
UPPER FLR. 703 SQ. FT.
TOTAL 1203 SQ. FT.
GARAGE 240 SQ. FT.

20'-0" each unit

www.houseplans.pro by Bruinier & associates, inc. building designers
1304 SW Bertha Blvd. Portland, Oregon 97219 (503-246-3022)
Good morning Zacharia. I would like you to convey to the Planning Commission that we (Gary and Judy Carmichael) are in support of the Peak View Subdivision. We own the property directly across Spanish Valley Drive to the east of the proposed development. This development will be helpful for the housing shortage in Grand County. The Johnston’s are invested in developing a good fit project for this area. The Rim Village development was originally 20 units to the acre. It is built at 8 units per acre now. This project will be an asset to housing for Grand County people. Respectfully, Gary and Judy Carmichael
<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Approving outgoing Council Member Morse assignments of Council representatives/liaisons to District and County Boards, Commissions and Committees and/or other agencies</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td>None</td>
</tr>
<tr>
<td>PRESENTER(S):</td>
<td>Chairman Clapper</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**
I move to approve outgoing Council Member Morse assignments of Council representatives/liaisons to District and County Boards, Commissions and Committees and/or other agencies

**BACKGROUND:**
With outgoing Council Member Morse resignation effective November 7, 2019, the following Board and Committee seats are available through year-end:
- Conservation District
- Council on aging
- Mosquito Abatement District
- Planning Commission
- Recreation SSD
- Special Service Water District Board (GWSSA)

**ATTACHMENT(S):**
1. 2019 Council Assignments – Sorted by Rep/Liaison
<table>
<thead>
<tr>
<th>ASSIGNMENT</th>
<th>Vote</th>
<th>Rep/Liaison</th>
<th>Meeting Dates &amp; Times</th>
<th>Location</th>
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</thead>
<tbody>
<tr>
<td>Film Commission Committee</td>
<td>N/A</td>
<td>Curtis</td>
<td>as needed</td>
<td>City Offices</td>
</tr>
<tr>
<td>USU - Moab Dean’s Advisory Board</td>
<td>N/A</td>
<td>Curtis</td>
<td>2nd Thursday Monthly, 3-4pm</td>
<td>USU Moab</td>
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<td>Federal Agencies Liaison</td>
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<td>Curtis (Alt. Greg)</td>
<td>TBD</td>
<td>BLM Moab Field Office</td>
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<tr>
<td>Economic Development Corporation of Utah</td>
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<td>Curtis (Zach proxy)</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Arches SSD Board</td>
<td>yes</td>
<td>Evan</td>
<td>3rd Thurs; monthly @ 4pm</td>
<td>Fairfield Inn &amp; Suites</td>
</tr>
<tr>
<td>Building Codes Board of Appeals</td>
<td>no</td>
<td>Evan</td>
<td>as needed</td>
<td></td>
</tr>
<tr>
<td>Cemetery Maintenance District Board</td>
<td>yes</td>
<td>Evan</td>
<td>2nd Tues @ 6pm, except Dec mtg @ 5:30pm</td>
<td>Dist Ofc</td>
</tr>
<tr>
<td>Emergency Medical Services SSD</td>
<td>yes</td>
<td>Evan</td>
<td>1st Monday of every month. September meeting will be 2nd Monday, 9am</td>
<td>EMS trg Rm</td>
</tr>
<tr>
<td>Library Board</td>
<td>yes</td>
<td>Evan</td>
<td>2nd Thurs @ 5:30pm every other month, beginning January</td>
<td>Library</td>
</tr>
<tr>
<td>Sand Flats Stewardship Committee</td>
<td>yes</td>
<td>Evan</td>
<td>2nd Thurs @ 3pm quarterly beginning in March</td>
<td>EMS trg Rm</td>
</tr>
<tr>
<td>Trail Mix Committee</td>
<td>yes</td>
<td>Evan</td>
<td>2nd Tues @ 11am</td>
<td></td>
</tr>
<tr>
<td>Catastrophic Wildfire Initiative, Governor’s</td>
<td>N/A</td>
<td>Greg</td>
<td>as needed</td>
<td></td>
</tr>
<tr>
<td>Local Emergency Planning Committee (LEPC)/HAZ</td>
<td>N/A</td>
<td>Greg</td>
<td>11:30 am quarterly on Mar 19, Jun 21, Sep 20, except Dec 19 mtg @ 3:30pm</td>
<td>Fire Dept</td>
</tr>
<tr>
<td>Museum of Moab</td>
<td>no</td>
<td>Greg</td>
<td>3rd Wed of the month @ 5:30 pm</td>
<td>Museum</td>
</tr>
<tr>
<td>Thompson Springs Fire District Board</td>
<td>no</td>
<td>Greg</td>
<td>3rd Tuesday of the month, 4pm</td>
<td>Chambers</td>
</tr>
<tr>
<td>Thompson SSD (Water) Board (Elected)</td>
<td>no</td>
<td>Greg</td>
<td>2nd Wed @ 6:30pm</td>
<td></td>
</tr>
<tr>
<td>Transportation SSD Board</td>
<td>yes</td>
<td>Greg</td>
<td>2nd Tues @ 6:00pm</td>
<td>Road Shed</td>
</tr>
<tr>
<td>Historical Preservation Commission (HPC)</td>
<td>no</td>
<td>Greg (Alt.- Mary)</td>
<td>2nd Fri @ 10:00am every other month beginning in January</td>
<td>Grand Center</td>
</tr>
<tr>
<td>Canyonlands Healthcare SSD Board (CHCSSD)</td>
<td>yes</td>
<td>Jaylyn</td>
<td>1st Thurs monthly @ 5:30pm, except for Jan &amp; July will be 2nd Thursday</td>
<td>Hospital room 3</td>
</tr>
<tr>
<td>Housing Authority Board (HASU)</td>
<td>no</td>
<td>Jaylyn</td>
<td>3rd Thur @ 12pm</td>
<td>City Chmbrs</td>
</tr>
<tr>
<td>Mental Health Board (Four Corners)</td>
<td>yes</td>
<td>Jaylyn</td>
<td>4th Wed @ 2:45pm every other month; Jan, Mar, May, Jul, Sep, Nov</td>
<td>Green Rvr</td>
</tr>
<tr>
<td>Public Health Board (Health Department)</td>
<td>yes</td>
<td>Jaylyn</td>
<td>4th Tuesday; every other month beg. Jan; 5-7pm</td>
<td>Green Rvr</td>
</tr>
<tr>
<td>SEUALG (Sotheastern Utah Association of Local G</td>
<td>yes</td>
<td>Jaylyn</td>
<td>4th Thurs @ 1pm with occasional date changes</td>
<td>Price/Moab</td>
</tr>
<tr>
<td>Budget Advisory Board</td>
<td>yes</td>
<td>Jaylyn &amp; Evan</td>
<td>as needed</td>
<td>Chambers</td>
</tr>
<tr>
<td>Boundary Commission</td>
<td>yes</td>
<td>Jaylyn (Alt-Evan)</td>
<td>as needed, at least once a year</td>
<td>Chambers</td>
</tr>
<tr>
<td>CCP (Canyon Country Partnership)</td>
<td>N/A</td>
<td>Mary</td>
<td>All day: Mar 21, Apr 25, Jun 27, Aug 22, Oct 24, Dec 5</td>
<td>Regional</td>
</tr>
<tr>
<td>Children’s Justice Center (CJC) Advisory Board</td>
<td>yes</td>
<td>Mary</td>
<td>Semi-annually 3rd Thurs of Feb 21 &amp; Aug 15 @ 12pm</td>
<td>Fire Dept</td>
</tr>
<tr>
<td>Homeless Coordinating Committee</td>
<td>yes</td>
<td>Mary</td>
<td>2nd Wed @1:00pm; monthly</td>
<td>Zions Bank</td>
</tr>
<tr>
<td>Housing Task Force, Interlocal</td>
<td>yes</td>
<td>Mary</td>
<td>First Thurs @ 11am each month</td>
<td>Library</td>
</tr>
<tr>
<td>Solid Waste Management SSD Board</td>
<td>yes</td>
<td>Mary</td>
<td>2nd Thurs @ 4pm, No meeting in July and December’s meeting will start at 5pm</td>
<td>District Office</td>
</tr>
<tr>
<td>Star Hall Advisory Committee</td>
<td>yes</td>
<td>Mary</td>
<td>as needed</td>
<td></td>
</tr>
<tr>
<td>Watershed Partnership, Moab Area</td>
<td>yes</td>
<td>Mary</td>
<td>3rd Wed @ 1-3pm every other month; Jan, Mar, May, July, Sept &amp; Nov</td>
<td>Grand Ctr</td>
</tr>
<tr>
<td>Moab Tailings Project Steering Committee (MTP)</td>
<td>yes</td>
<td>Mary, (Alt.- rory)</td>
<td>Quarterly - 4th Tues @ 3pm- Jan 28, May 26, July 28, &amp; Oct 27</td>
<td>Chambers</td>
</tr>
<tr>
<td>Committee</td>
<td>Active</td>
<td>Members</td>
<td>Meeting Details</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------</td>
<td>--------</td>
<td>------------------</td>
<td>--------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Audit Committee</td>
<td>yes</td>
<td>Mary, Jaylyn, Curtis</td>
<td>2nd Tues @ 3:00pm - no July meeting</td>
<td></td>
</tr>
<tr>
<td>Moab Area Travel Council Advisory Board</td>
<td>no</td>
<td>Mary, Rory alt.</td>
<td>2nd Tues @ 3:00pm - no July meeting</td>
<td></td>
</tr>
<tr>
<td>Chamber of Commerce</td>
<td>N/A</td>
<td>Rory</td>
<td>last wed. @ 8:30am</td>
<td></td>
</tr>
<tr>
<td>OSTA Advisory Committee</td>
<td>no</td>
<td>Rory</td>
<td>2nd Tues @ 5:30pm</td>
<td></td>
</tr>
<tr>
<td>Weed Control Board, Noxious</td>
<td>yes</td>
<td>Rory</td>
<td>1st Mon @ 4pm every other month; Jan 7, March 4, May 6, July 1, Sept 9, Nov 4</td>
<td></td>
</tr>
<tr>
<td>Airport Board</td>
<td>no</td>
<td>Rory( Alt.- Jaylyn)</td>
<td>1st Mon @ 5pm (if the Monday falls on a Holiday, it will be the following Monday)</td>
<td></td>
</tr>
<tr>
<td>Performance Review Committee</td>
<td>no</td>
<td>Rotating</td>
<td>Monthly - 3rd Wednesday @ 1:30 pm</td>
<td></td>
</tr>
<tr>
<td>Conservation District, Grand County</td>
<td>N/A</td>
<td>Terry</td>
<td>2nd Tues @ 2pm</td>
<td></td>
</tr>
<tr>
<td>Council on Aging Board</td>
<td>no</td>
<td>Terry</td>
<td>2nd Mon every other month, starting Feb @ 12:30pm</td>
<td></td>
</tr>
<tr>
<td>Mosquito Abatement District Board (MMAD)</td>
<td>yes</td>
<td>Terry</td>
<td>1st Monday @ 5:30pm except no mtg in Jan</td>
<td></td>
</tr>
<tr>
<td>Planning Commission</td>
<td>no</td>
<td>Terry</td>
<td>2nd &amp; 4th Tues @ 5pm; monthly - No 4th Tuesday meeting in Nov or Dec.</td>
<td></td>
</tr>
<tr>
<td>Recreation SSD Board</td>
<td>yes</td>
<td>Terry</td>
<td>3rd Wed @ 7pm, except Nov. &amp; Dec. are 2nd Wed.</td>
<td></td>
</tr>
<tr>
<td>Special Service Water District Board (GWSSA)</td>
<td>yes</td>
<td>Terry</td>
<td>1st &amp; 3rd Thurs @ 7pm</td>
<td></td>
</tr>
</tbody>
</table>

Chambers, Zions Bank, Grand Ctr, Hospital, Dist Ofc, City Chmbrs, Water Dist Ofc
## Consent Agenda Summary

### Grand County Council Meeting

**Consent Agenda Item: W-FF**

<table>
<thead>
<tr>
<th>Title</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>W. Ratification of eProsecutor Contract between the County Attorney’s Office and the Utah Prosecution Council</td>
<td></td>
</tr>
<tr>
<td>X. Ratifying the independent contractor agreement between Love’s Communication and the Moab Area Travel Council</td>
<td></td>
</tr>
<tr>
<td>Y. Ratifying the Chair’s signature on Southeastern Utah Regional Transportation Plan Cooperative Agreement between grand County, San Juan County, Moab City, Utah School and Institutional Trust Lands Administration (SITLA) and Utah Department of Transportation (UDOT)</td>
<td></td>
</tr>
<tr>
<td>Z. Approving grant agreement with Utah Division of Forestry, Fire, and State Lands FY2019-20 for Tamarisk Beetle monitoring</td>
<td></td>
</tr>
<tr>
<td>AA. Approving Cooperative Agreement with Utah Department of Natural Resources, Division of Wildlife Resources for the completion of the Mill Creek Canyon- watershed improvements</td>
<td></td>
</tr>
<tr>
<td>BB. Approval of Amendment #1 Contract between Southeastern Utah Association of Local Governments (SEUALG) Area Agency OF Aging Interlocal Cooperation and Contract Agreement Reimbursement through June 30, 2020</td>
<td></td>
</tr>
<tr>
<td>CC. Approving proposed Letter of Support for Dr. Lauren Prest and Moab Regional Hospital’s application for Grants for the Benefit of Homeless Individuals (GBHI)</td>
<td></td>
</tr>
<tr>
<td>DD. Approving proposed amendment on airport hangar lease for ownership change from Chuck Henderson to H&amp;L, LLC at Canyonlands Field Airport</td>
<td></td>
</tr>
<tr>
<td>EE. Approving minor amendments to Permit/Floodplain Technician job description for the Building Department</td>
<td></td>
</tr>
<tr>
<td>FF. Rescinding the October 15, 2019 appointment of a temporary Justice Court Judge in favor of ratifying the service of David Tubbs, recently named as a “Senior Judge” by the Utah Administrative Office of the Courts and therefore eligible to serve until a Justice Court Judge is appointed by the County Council</td>
<td></td>
</tr>
</tbody>
</table>

### Fiscal Impact

See Corresponding Agenda Summary, if any

### Presenter(s)

None

### Recommendation

I move to adopt the consent agenda as presented and authorize the Chair to sign all associated documents.

### Background

See corresponding agenda summary, if any, and related attachments.

### Attachment(s)

See corresponding agenda summary, if any, and related attachments.
# AGENDA SUMMARY

**GRAND COUNTY COUNCIL MEETING**  
*(November 6, 2019)*

<table>
<thead>
<tr>
<th>Agenda Item: W</th>
</tr>
</thead>
</table>

| **Title:** | Ratification of eProsecutor Contract between the County Attorney’s Office and the Utah Prosecution Council |
| **Fiscal Impact:** | $206 per user per year to cover the costs of UPC’s application administrator for the software program. The full amount will be $1,236 for the Grand County Attorney’s Office per year. This amount will be reviewed yearly and may change. |
| **Presenter(s):** | Christina Sloan, Grand County Attorney |

**Recommendation:**  
I move to have ratify the eProsecutor Contract between the County Attorney’s Office and the Utah Prosecution Council dated February 20, 2019 and authorize the Chair to sign all associated documents.

**Background:**  
The Utah Prosecution Council received a grant to fund the costs associated with the purchase of e-Prosecutor, a new software program which is a secure cloud-based case management system, to upgrade the County Attorney’s current case-management software. This system will be connected to the Utah Court system and local law enforcement agencies allowing for easier and more efficient e-filing, calendaring, file storage, case tracking, etc.

**Attachment(s):**  
Utah Prosecution Memorandum Information and Documents related to e-Prosecutor.
Memorandum

TO: Jurisdictions Interested in Receiving eProsecutor Under UPC’s Contract with Journal Technologies, Inc. (JTI)
FROM: Robert Church, Director, UPC
DATE: October 17, 2018
SUBJECT: Information and Documents Related to eProsecutor

I am pleased and excited to announce that UPC received additional grant funding to cover the final costs associated with the purchase of eProsecutor.

You are receiving this Memorandum as your jurisdiction has already entered into a MOA with UPC for eProsecutor or you have expressed an interest in receiving licenses for eProsecutor. If you have already entered into a MOA with UPC, will you please review and sign this new agreement. By signing this Amended Agreement, the previous agreement is rendered null and void.

Attached to this Memorandum is a Memorandum of Agreement (MOA) that your jurisdiction will need to sign. It acknowledges the conditions under which your jurisdiction will receive licenses to eProsecutor. Please complete it, sign it and return a copy to UPC. You do not need to return a copy of all the attachments. You may e-mail a copy to Ron Weight, Director of UPC’s IT, at rweight@agutah.gov. Once we receive it, I will sign and return a copy to you.

Please carefully review the MOA. It contains specific requirements your jurisdiction must comply with as part of the terms of the grant. Please see paragraph 7.(b) for those reporting requirements. It also contains other important information regarding the contract and our grant.

Exhibit 1 of the MOA is a complete copy of the signed contract. This is for your information.

Exhibit B is a Joinder Agreement that must be completed, signed and returned to Ron at his e-mail address above. After I sign it, we will forward it on to JTI for their signature. Once we receive their signed copy, we will send back to you a fully executed copy. Please carefully review the terms of the joinder agreement.
With the entire contract price being paid by grant funds, the Council has determined to charge each agency a maximum fee of $206 per user per year to cover the costs of UPC’s application administrator. The Council reserves the right to adjust this amount for each year of the contract and will address the issue at their quarterly April meeting each year. For year one of the contract, the fee is set at $206 per user.

The “go live” date is fast approaching. A handful of pre-determined jurisdictions will begin testing the product immediately. Once they have had a sufficient amount of time to work with the program, we anticipate rolling it out to all those jurisdictions who have entered into this MOA. The oversight committee will then determine the order of deployment.

Once we determine the “go live” date, we will work with JTI to schedule regional training of the program. The costs of these regional training events are covered by the contract. See paragraph 5.g. of the MOA for further details.

If you have any questions not answered in any of the attached documents, please reach out to me at rjchurch@agutah.gov or Ron at rweight@agutah.gov.
AMENDED MEMORANDUM OF AGREEMENT
Utah Prosecution Council
eProsecutor Case Management System

County/City: __Grand County, Moab, Utah______________________________

County/City Attorney: __Grand County Attorney's Office__________________________

THIS AMENDED MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is made by and between:

a. The Utah Prosecution Council of the State of Utah (hereinafter referred to as "UPC"), an agency created within the Office of the Attorney General, U.C.A. 67-5a-1; and

b. The County/City Attorney for the County/City of __Grand County, Moab__, Utah, (hereinafter referred to as the "Prosecuting Attorney");

As used in this Agreement, “Agency” means the county or city attorney’s office who has become a party to the Contract by executing and entering into a joinder agreement (in the form attached as Exhibit E to the Contract) to the Contract with UPC and Journal Technologies, Inc. (hereinafter referred to as “JTI”).

As used in this Agreement, “Contract” means the Software License, Maintenance and Support Agreement, and other related documents, entered into by UPC and JTI for the purchase of User licenses to the case management system known as eProsecutor, along with related maintenance and support services, on the terms and conditions set forth in the Contract.

As used in this Agreement, “goes live” means the date when eProsecutor is being used in an operational capacity with operational data in the Agency’s production environment. That date is mutually determined between JTI and the Agency.

As used in this Agreement, “User” means those individuals authorized to use eProsecutor under the terms of paragraph 1.10 of the Contract.

1. Period of Agreement: This Agreement shall be effective as of the date signed below and shall continue in effect for a period of five (5) years after the Agency “goes live,”
unless earlier terminated under provisions of this Agreement or Section 7 of the Contract.

(a) Each Agency shall have the right to terminate this Agreement and the Contract for Convenience as stated in paragraph 7.4 of the Contract.

(b) Agency’s choosing to terminate this Agreement and the Contract shall give UPC thirty (30) days advance written notice of such intent.

2. Purpose of this Memorandum of Agreement.

(a) The parties acknowledge and agree that UPC has received a sub-grant, and may receive future sub-grants, from the Utah Commission on Crime and Juvenile Justice (CCJJ) under the NICS Act Record Improvement Program (hereinafter referred to as “NARIP”). The Department of Justice (hereinafter referred to as “DOJ”), Office of Justice Programs (hereinafter referred to as “OJP”) and Bureau of Justice Statistics (hereinafter referred to as “BJS”) oversee this program. The purpose of receiving grant funds is for UPC to purchase a case management system for the benefit of county and city attorney offices.

(b) The NARIP implements the grant provisions of the NICS Improvement Amendments Act of 2007 (Pub. L. 110-180 (18 U.S.C. §922 note)) enacted on January 8, 2008. This program furthers the Department’s mission by improving the records available to NICS, which is accomplished by helping eligible states and tribes improve completeness, automation, and transmittal of records to state and federal systems.

(c) CCJJ and provisions of the NARIP grant require UPC to submit, at such times and in such form as may be prescribed, such reports as CCJJ may reasonably require, including, quarterly Financial Status Reports (hereinafter referred to as “FSR’s”), Narrative Progress Reports, (hereinafter referred to as “NPR’s”) and Performance Measure Data (hereinafter referred to as “PMD”).

(d) For UPC to submit this information in a timely manner, Agencies will be required to submit, at such times and in such form as may be prescribed, such reports as UPC may reasonably require.

(e) The purpose of this Agreement shall be to establish the terms and conditions under which the Agency will benefit from the Contract.
3. **Scope of Project:**

UPC has contracted with JTI for the purchase of their cloud-based case management system known as eProsecutor. Those Agencies who choose to enter into this Agreement will be required to enter into a separate joinder agreement with JTI, Exhibit E of the Contract. A signed copy of the Contract will be attached hereto as Exhibit 1 with the Joinder Agreement attached hereto as Exhibit 2. Once all agreements and fees have been paid, the Agency will receive licenses for eProsecutor.

(a) UPC will not be responsible for any costs beyond awarded and distributed grant funds. Each Agency will be responsible for any additional costs as well as any on-going costs not covered by the amount of the NARIP grant.

(b) As each Agency “goes live” with eProsecutor, each Agency will be required to accumulate data that will be submitted quarterly to UPC. UPC will in turn compile all information into a single report to be submitted to CCJJ.

(c) UPC is required to designate an “application administrator” for managing eProsecutor on behalf of all Agencies. The Director of IT services for UPC will be the application administrator. The application administrator's role includes communicating with JTI staff for support, troubleshooting problems and coordinating maintenance tasks. While each Agency may have their own application administrator, it is only UPC's application administrator that may work directly with JTI.

(d) A case management oversight committee will be created and will be composed of the following individuals:

1. Two elected county attorneys;
2. Two city prosecutors;
3. Two administrative assistants;
4. One IT personnel.

(e) The oversight committee's responsibilities will include, but not be limited to:

1. Working with JTI project managers to develop a Utah-centric eProsecutor program to be used in County and City Attorney offices;
Making recommendations to JTI for product improvement;
(3) Making final decisions on the development and configuration of eProsecutor;
(4) Determining the eProsecutor deployment schedule;
(5) Responding to Agency requests for changes, modifications, etc. to eProsecutor;
(6) Working directly with UPC’s application administrator;
(7) Other tasks as assigned by the UPC.

4. Description of Services

JTI has contracted to undertake the following tasks and will provide the following:

(1) Provide usage of eProsecutor for five (5) years from the date each Agency goes live;

(2) Provide licenses for 150 agency users and additional user licenses (10% of agency users) for unlimited use of eProsecutor Public Portal by the public, including attorneys, and (20% of agency users) for unlimited use by other governmental agencies, including those accessing eProsecutor via interfaces, for a total of 195 user licenses. Additional licenses, beyond the original contracted amount, will be billed according to Exhibit A of the Software License, Maintenance and Support Agreement, attached hereto as Exhibit 2;

(3) Provide for the configuration of a centralized eProsecutor system, including e-filing interface with CORIS, except for the certification fees and future upgrades to the interface.

(4) Provide for implementation services of eProsecutor for each licensed user;

(5) Provide training of eProsecutor to each licensed user;

(6) Provide for cloud-based, secure, hosting of data.

5. Price and Payments.

(a) In response to UPC’s RFP, JTI submitted a “best and final offer” (hereinafter referred to as “BAFO”) bid of $1,235,000 for a contract of five (5) years usage of eProsecutor.
1. Software Licenses (up to 150 users) $ 626,000
2. Cloud-based Hosting and Storage 284,000
3. Physical Deployment Centralized eProsecutor 250,000
4. Training Deployment Total: 75,090 $1,235,000

(b) UPC has been awarded $1,235,000 in grant funds which will be paid to JTI. This fee will be a one-time payment that covers the entire term of the five (5) year contract.

(c) Annual License, Maintenance and Support Fees are subject to increase according to Exhibit A of the Software License, Maintenance and Support Agreement, attached hereto as Exhibit 2.

(d) The initial cost includes licensing, deployment, training, and support for the participating agencies for a period of five (5) years from the date eProsecutor goes live in each Agency.

(e) Each Agency may increase the number of its users at any time upon written notice to JTI, followed promptly by payment as established in paragraph 2.2.2 of the Contract.

(f) Each Agency may decrease the number of its user at any time as outlined in paragraph 7.4 of the Contract.

(g) The contract provides for the training of 150 users. Training will be conducted in large, regional sessions. For Agencies that want additional training, they may enter into a separate agreement with JTI. Training services will cost $500 per user, plus expenses, with a minimum of $2,500 per Agency, regardless of the actual number of users being trained.

(h) UPC must employ an application administrator on behalf of all Agencies that will be a party to the underlying contract. The Council has determined that it is appropriate to charge a fee for these services. The Council has set the maximum fee for the application administrator services as follows:

1. Because grant funds have paid the entire contract purchase price, each Agency will be charged a maximum amount of $206 per user per year for the application administrator's services.
(2) User fees for year one of this Agreement shall be $206 per user.

(3) The Council reserves the right to determine the amount to be paid by each Agency and will do so at their quarterly Council meeting held in April of each year. The Council will then provide timely notice to each agency of that amount.

(4) Agency agrees to remit payment within thirty (30) of receiving notice of payment.

(i) Agencies may wish to contract with JTI for additional services. The Agency shall submit a reasonably detailed project request to JTI. If JTI believes it can provide the requested services, JTI will submit a proposed Statement of Work to the Agency. On April 25, 2018, JTI's hourly rate was $175 per hour. That rate is subject to change without notice to UPC or the Agency.

(j) UPC will apply for future grant funding under the NARIP program. If awarded, these additional grant funds will be used to pay for on-going license and maintenance costs and hosting and storage fees, beyond the initial term of the contract. Otherwise, individual agencies will be responsible for those costs.

6. Dependencies and Assumptions

(a) The estimated dates, time to complete the installation of eProsecutor, and any estimated prices set forth in this Agreement are based upon the following dependencies and assumptions:

(1) Availability of properly configured hardware, provided by the participating agencies, for implementation of the new software functionality, consisting of compatible firewall hardware configured with VPN connectivity capable of connecting to the Amazon Web Services GovCloud which hosts eProsecutor, a modern browser and a fast internet connection; and

(2) Availability of agencies staff for training of the new functionality.

7. Participating Agency Responsibilities

(a) Each participating Agency will appoint a project manager who will be the liaison between the participating Agency, the UPC, and JTI during the term of this Agreement.

(1) Project Manager will have the authority to accept and sign for eProsecutor.
(2) Project Manager will work with UPC's application administrator.

(3) Project Manager will submit all required reports and other information, as detailed below, to UPC.

(4) Project Manager will be:

Name:  Terri Hines

Agency Name:  Grand County Attorney's Office

Mailing address:  125 East Center Street, Moab, UT 84532

Phone Number:  435-259-1324

E-mail:  thines@grandcountyutah.net

(b) Each participating Agency agrees to submit, at such times and in such form as may be prescribed, and by required deadlines, such reports as CCJJ and UPC may reasonably require. It is likely that JTI will develop reports that automatically collect this data and provide it to UPC thus negating each Agency's responsibility to collect and report this data. Data collected will be submitted to CCJJ as FSR's, NPR's or PMD's. This information will include, but not be limited to the following:

(1) Records that identify a person who has been convicted in any court of a crime punishable by imprisonment for a term exceeding 1-year (e.g. federal or state felonies), and any state misdemeanor punishable by incarceration for twelve (12) months.

(2) Records that identify a person who is under an indictment or information returned or filed with a court, or for whom a criminal complaint has been issued or verified by a prosecutor for the crimes described in paragraph 7.(b)(1) above.

(3) Records that identify a person who is a fugitive from justice, as demonstrated by an active felony or misdemeanor want or warrant.

(4) Records that identify a person who is an unlawful user of, or addicted to, any controlled substance, as demonstrated by specified arrests, convictions, and adjudications not protected from disclosure to the Attorney General by federal or state law.
(5) Records that identify a person who has been adjudicated as a mental defective or who has been formally and involuntarily committed to any mental institution when the information is not protected from disclosure to the Attorney General by federal or state law.

(6) Records that are electronically made available and identify a person subject to an active court order (e.g. issued by a criminal court or any civil court, such as divorce court, family court, magistrate, or general jurisdiction court) that restrains the person from committing acts of violence against another person.

(7) Records that are electronically available and identify a person convicted in any court of a misdemeanor crime of domestic violence.

(8) Records that are made available to NICS that are complete.

(c) Provide properly configured hardware for implementation of eProsecutor. This does not mean or refer to a server, which is not required for usage of eProsecutor.

8. By signing this Amended Memorandum of Agreement, any previous Agreement entered into between Agency and UPC is rendered null and void.

9. Authority.

By entering into this Agreement on behalf of the county/city named below, the person signing this Agreement warrants that he/she has the legal authority to enter into such agreements on behalf of the governing authority of said county/city.

The county/city named below is requesting __six (6)___ user licenses.

COUNTY/CITY ATTORNEY EXECUTION:

Signature

Date signed by County/City Attorney

County/City Address:
UPC EXECUTION:

Signature

3/6/2019

Date signed by UPC

Robert J. Church
Director
Utah Prosecution Council
5272 College Dr., Suite 302
Murray, UT  84123-2727

FOR RECORD

Agency "Go-Live" date as determined by Agency and JTI: ________________________________
(This date cannot be determined at the time of the signing of this Agreement.)
Exhibit 1
Journal Technologies, Inc.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), by and among Journal Technologies, Inc., a Utah corporation (hereinafter "Journal Technologies"), Utah Prosecution Council, a Utah state agency (hereinafter, "UPC"), and each Utah city or county attorney's office designated by UPC who becomes a signatory and party to this Agreement by executing a joinder hereto in the form attached as Exhibit B (each such signatory, hereinafter a "Client"), is made as between Journal Technologies and UPC as of the date executed by both Journal Technologies and UPC (the "Effective Date"), and each Client shall become a party hereto as of the date a joinder hereto in the form attached as Exhibit B is executed by both Journal Technologies and such Client (as to each such Client, its "Joinder Date").

In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 Deliverable(s) means, with respect to a Client, one or more items (which may include software, services or other items) to be delivered by Journal Technologies to such Client under a Statement of Work or this Agreement.

1.2 Project means, with respect to a Client, each project undertaken by Journal Technologies for such Client under Section 2 ("Services") pursuant to a Statement of Work.

1.3 Service Fees means, with respect to a Client, the fees to be paid by such Client, or by UPC on behalf of such Client, for Services, as set forth in the Pricing Proposal attached hereto as Exhibit A for the initial Services or in the applicable Statement of Work for additional Services.

1.4 Services means, with respect to a Client, those services provided by Journal Technologies to such Client under Section 2 ("Services") of this Agreement.

1.5 Statement of Work means a statement of work, prepared and executed pursuant to the provisions of Section 2 ("Services") of this Agreement.
2. SERVICES

2.1 Projects. Journal Technologies agrees to provide Services to a Client, as such may be determined from time to time in accordance with the provisions of this Section 2 ("Services"). All Services will be rendered in accordance with the provisions of this Agreement, the applicable Statement of Work and any other guidelines agreed upon in writing by Journal Technologies and such Client (or by Journal Technologies and UPC (on behalf of such Client)).

2.2 Project Requests. If a Client requests Services, such Client (or UPC on behalf of such Client) shall submit a reasonably detailed Project request to Journal Technologies. Journal Technologies shall have the right to request additional details about the proposed Project described in the Project request. If Journal Technologies believes that it can provide the requested services, within a commercially reasonable time, Journal Technologies shall submit a proposed Statement of Work to such Client.

2.3 Completion of Statements of Work.

2.3.1 Final Statement of Work. Upon a Client's (or UPC's) receipt of a proposed Statement of Work, Journal Technologies and such Client (or UPC, on behalf of such Client) shall attempt reasonably to meet, consult and agree upon a final Statement of Work.

2.3.2 Incorporations of Statement of Work. At such time as the parties shall have agreed upon a Statement of Work, the Statement of Work as so completed, approved and executed by their authorized representatives shall constitute an agreement under and be subject to the non-conflicting provisions of this Agreement.

2.4 Changes. Modifications to a Statement of Work shall be accomplished by the negotiation and execution of an amendment reasonably satisfactory to each of the parties, which may result in an increase or decrease in the overall cost of a Project.

2.5 Journal Technologies' Employees and Subcontractors; Indemnification Generally. Journal Technologies shall require all of its employees and subcontractors to comply with the terms of this Agreement and any reasonable and lawful employment and security policies and procedures adopted from time to time by a Client. Journal Technologies shall procure all business permits necessary to perform under this Agreement and pay all related fees. Journal Technologies and each Client shall each indemnify, defend and hold harmless the other and their respective affiliates, officers, directors, employees and agents, from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the indemnified party, arising out of or resulting from (i) the violation by the indemnifying party or its employees, agents, or contractors of any applicable law, order, ordinance, regulation or code or (ii) the gross negligence or intentional misconduct of the indemnifying party or its employees, agents or contractors.
2.6 Status Reporting. Journal Technologies will provide reasonable status reports to a Client upon request.

2.7 Status Meetings. If a Client so requests, Journal Technologies shall hold periodic status meetings with such Client management in order to review the status of Journal Technologies activities.

2.8 Record Keeping and Inspection. Journal Technologies shall maintain reasonable accounting records, in a form sufficient to substantiate Journal Technologies' charges hereunder. Journal Technologies shall retain such records in accordance with its general record retention policies. A Client shall have the right to inspect any such records upon reasonable notice, at Journal Technologies' main office and during Journal Technologies' normal business hours.

2.9 Go Live. Each Client shall determine the date of Go Live of the Licensed Software for its respective Project. Upon the occurrence of each Go Live of the Licensed Software for a Project, the Client is deemed to have recognized that the Deliverables provided in respect of such Project satisfy the applicable requirements therefor, except to the extent otherwise expressly set forth in a writing signed by both parties in connection with such Go Live. “Go Live” has the meaning ascribed to such term in the Software License, Maintenance and Support Agreement, of even date herewith, entered into among the parties hereto.

2.10 Ownership of Product of Services. Unless otherwise specified to the contrary in the applicable Statement of Work, all data, materials, Deliverables and other products developed by Journal Technologies under a Statement of Work or this Agreement shall be and remain the sole and exclusive property of Journal Technologies, which shall retain all rights therein; provided that upon payment of all required amounts by a Client, such Client shall have the right to utilize any Deliverables for such Client’s internal purposes in accordance with the terms and conditions of the Statement of Work and the applicable license agreement (or, in the absence of an applicable license agreement, on a perpetual, royalty-free basis following the payment of all applicable Service Fees).

3. WARRANTIES

3.1 Services Warranties. Journal Technologies warrants that the Services rendered to a Client pursuant to this Agreement shall be performed in a competent and professional manner, and that each of Journal Technologies’ employees, contractors and agents assigned to perform Services pursuant to this Agreement shall have training, background and skills commensurate with the level of performance reasonably expected for the tasks to which he or she is assigned.

3.2 Warranty of Law. Journal Technologies warrants and represents that to the best of its knowledge: (i) Journal Technologies has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement is not prohibited by any other agreement to which Journal Technologies is a party or by which it may be bound (the “Legal Warranty”). In the event of a breach of
the Legal Warranty, Journal Technologies shall indemnify and hold harmless Client from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by such Client, arising out of or resulting from said breach.

3.3 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES WITH RESPECT TO THE OPERATION OF ANY DELIVERABLE SHALL BE AS SET FORTH IN THE APPLICABLE LICENSE AGREEMENT OR STATEMENT OF WORK.

4. PAYMENT

Service Fees shall be payable in respect of Services provided by Journal Technologies (including its agents and contractors) to, for, or at the request of UPC, any Client, or those acting on behalf of UPC or any Client under this Agreement, including but not limited to installation, configuration, training and the like. If such Services are provided pursuant to a Statement of Work, all work and all Deliverables related to such Services, and the payment therefor, shall be completed as provided in the Statement of Work. If any Services are requested and provided without a Statement of Work, they will be billed by Journal Technologies to the applicable Client in accordance with Journal Technologies' normal billing practices at the time, on a time-and-expense basis, with hourly rates at the then-standard rates, and expenses charged at cost, or as the parties may otherwise agree in writing. Unless otherwise set forth in an applicable Statement of Work or other written agreement of the parties, payment for a Deliverable shall become due and payable upon delivery, net thirty (30) days. All sales and similar taxes levied on account of payments to Journal Technologies are the responsibility of the Clients (or UPC, as applicable).

5. LIMITATIONS ON LIABILITY

NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT OR ANY EXHIBIT HERETO. FURTHERMORE, EACH CLIENT'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT OR ANY EXHIBIT HERETO SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO JOURNAL TECHNOLOGIES WITH RESPECT TO SUCH CLIENT. IN NO EVENT SHALL JOURNAL TECHNOLOGIES' TOTAL LIABILITY TO ANY CLIENT (OR TO UPC) WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT OR ANY EXHIBIT HERETO EXCEED, IN THE AGGREGATE, ONE HUNDRED FIFTY PERCENT (150%) OF THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO JOURNAL TECHNOLOGIES WITH RESPECT TO SUCH CLIENT.
6. CONFIDENTIALITY

6.1 UPC and Clients' Responsibilities. Each of UPC and each Client hereby agrees that (i) all materials received from Journal Technologies under this Agreement are the confidential and proprietary information of Journal Technologies, (ii) UPC and each Client shall take all necessary steps to protect and ensure the confidentiality of such confidential information, and (iii) except as permitted by a Statement of Work, none of such materials shall be in any way disclosed by UPC or any Client to any third party, in whole or in part, without the prior written consent of Journal Technologies, which may be granted or withheld in its sole discretion. If UPC or any Client becomes aware of the unauthorized possession of such materials, it shall promptly notify Journal Technologies. UPC and each Client shall also assist Journal Technologies with preventing the recurrence of any such unauthorized possession and with any litigation against the third parties deemed necessary by Journal Technologies to protect its proprietary rights.

6.2 Journal Technologies' Responsibilities. Journal Technologies hereby agrees that (i) any information related to the official business of UPC or any Client that Journal Technologies obtains from UPC or such Client in the course of the performance of this Agreement is the confidential and proprietary information of UPC or such Client, as the case may be, (ii) Journal Technologies shall take all necessary steps to protect and ensure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Journal Technologies to any third party, in whole or in part, without the prior written consent of UPC or such Client, as applicable, which may be granted or withheld in its sole discretion. If Journal Technologies becomes aware of the unauthorized possession of such information, it shall promptly notify UPC or such Client, as the case may be. Journal Technologies shall also assist UPC or such Client with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by UPC or such Client to protect its proprietary rights.

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (ii) that was in the lawful possession of Journal Technologies, UPC or Client, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to Journal Technologies, UPC or Client, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by Journal Technologies, UPC or Client, as the case may be, outside the scope of this Agreement or (v) that Journal Technologies, UPC or Client, as the case may be, is required to disclose by law or legal process.
7. TERMI AND TERMINATION

7.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of this Section 7 ("Term and Termination").

7.2 Term of Statements of Work. Each Statement of Work pertaining to the provision of Services, and each other written agreement for such Services, shall commence on the date of execution of such Statement of Work or other agreement and shall continue in full force and effect thereafter until terminated in accordance with the provisions thereof or until the Services required have been provided and paid for. A termination of this Agreement shall simultaneously terminate any outstanding Statements of Work or other agreement for Services.

7.3 Termination by Journal Technologies.

7.3.1 Payment Default. Journal Technologies shall have the right to terminate this Agreement with respect to any Client (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of such Client to make payments of moneys due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Journal Technologies to such Client.

7.3.2 Other Client Defaults. Journal Technologies may terminate this Agreement with respect to any Client (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by any Client which violation or breach continues for a period of thirty (30) days after written notice thereof by Journal Technologies to such Client.

7.4 Termination by Client. A Client shall have the right to terminate this Agreement with respect to such Client (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Journal Technologies (except as specified in Subsection 7.5 below) if Journal Technologies commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by such Client to Journal Technologies of such breach. Each Client shall have the right to terminate this Agreement effective immediately and without prior notice if Journal Technologies goes into liquidation or files for bankruptcy.

7.5 Effect of Termination. Termination of this Agreement or any Statement of Work shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Within thirty (30) days after the effective date of any such termination, each Client shall pay Journal Technologies' fees and expenses at its then-standard rates for all Services rendered to such Client under the applicable Statement of Work or this Agreement up to the effective date of termination, including, without limitation, all work in process. Upon termination, each party shall return the confidential property of the other party obtained
under the terminated Statement of Work or this Agreement, as applicable. This includes,
without limitation, all work product of Journal Technologies produced pursuant to this
Agreement or any Statement of Work, and Client shall have no further right to retain or use
such work product following termination. In addition, the confidentiality obligations of
the parties in Section 6 ("Confidentiality") shall survive the termination of this Agreement.
In the event of a termination by a Client in accordance with Section 7.4 above, Journal
Technologies shall refund to such Client any pre-paid Services Fees that have already been
paid by such Client (or by UPC on its behalf) for any Services that have not been rendered
to such Client under the applicable Statement of Work or this Agreement prior to or as of
the effective date of termination.

8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or
modification of any provision of this Agreement or any right, power or remedy hereunder
shall not be effective unless made in writing and signed by all parties. No failure or delay
by any party in exercising any right, power or remedy with respect to any of its rights
hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be
deemed to have been duly given if delivered in person, by commercial overnight courier or
by registered or certified mail, postage prepaid, return receipt requested, and addressed as
follows:

To Journal Technologies:

Journal Technologies, Inc.
915 East First Street
Los Angeles, CA 90012
Attention: President

and

Munger, Tolles & Olson LLP
350 South Grand Avenue, 50th Floor
Los Angeles, CA 90071
Attention: Mark Sayson

To UPC:

Utah Prosecution Council
5272 College Dr.
Murray, UT 84123
Attention: Robert J. Church

To any Client: As set forth in such Client's joinder hereto.

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any
right in or for the public, or any member of the public, any subcontractor, supplier or any
other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. No party may assign this Agreement in whole or part without the prior written consent of the other parties; provided that Journal Technologies may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of UPC or any Client. Any attempt to assign this Agreement without the prior written consent of the other parties is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by each other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by any party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by the parties involved in the dispute:

8.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other(s). Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. The applicable Client shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Journal Technologies shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Salt Lake City, Utah, or another location mutually agreed by the parties; provided that if JAMS is unable to conduct the arbitration anywhere within the State of Utah, then such arbitration shall be administered by the American Arbitration Association, in accordance with its then current Commercial Arbitration Rules and the Optional Rules for Emergency Measures of
Protection, and any such arbitration shall take place before a single neutral arbitrator in Salt Lake City, Utah, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, any party may seek interim injunctive relief from any court of competent jurisdiction.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party’s receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its conflict of law principles.

8.8 Independent Contractor. Journal Technologies, in performance of this Agreement, is acting as an independent contractor. Personnel supplied by Journal Technologies (including personnel supplied by subcontractors) hereunder are not UPC’s or Client’s personnel or agents, and Journal Technologies assumes full responsibility for their acts. Journal Technologies shall be solely responsible for the payment of compensation of Journal Technologies employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any UPC or Client employee benefits. Neither UPC nor any Client shall be responsible for payment of worker’s compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Journal Technologies employee, and such responsibility shall solely be that of Journal Technologies.

8.9 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.10 Counterparts. This Agreement and any Statement of Work may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Continued on Next Page]
IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

JOURNAL TECHNOLOGIES, INC.:

By: Gerald L. Salman
Printed Name and Title: Gerald L. Salman, President

Date: 9/25/17

UTAH PROSECUTION COUNCIL:

By: 
Printed Name and Title: Robert Church, Director, UPC

Date: 9-28-17

[CLIENT: – SEE JOINDER]
Exhibit A

<table>
<thead>
<tr>
<th>Professional services, including expenses</th>
<th>eProsecutor Annual License</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-Time Cost</td>
<td>Maintenance and Hosting Fees</td>
</tr>
<tr>
<td>Implementation services</td>
<td>$ 250,000</td>
</tr>
<tr>
<td>Training</td>
<td>$ 156,500</td>
</tr>
<tr>
<td>License, maintenance, upgrades and support</td>
<td>$ 71,000</td>
</tr>
<tr>
<td>Hosting</td>
<td>$ 227,500</td>
</tr>
<tr>
<td>$ 325,000</td>
<td></td>
</tr>
</tbody>
</table>

Notes

(A) Since governments normally have limited capital budgets, we lease our systems so that our clients are not confronted with large initial capital investments. We have found that this model allows the agency to plan for growth in a cost conscious way and provides reinforcement and incentives in a "succeed-or-lose" environment for us to provide high-quality products and continuing services to our clients. For a highly service-oriented software agreement, the agency pays an annual fee. These costs include licenses, maintenance, updates, upgrades and routine support. This approach also spreads costs over the life of the project. The continuing licenses are subject to the payment of the annual fees. Because we lease eProsecutor, it is under continuous warranty.

There are no upfront, one-time license fees or implementation progress payments. The professional services fees to configure the centralized eProsecutor system are due just before the first rollout; we have assumed that it will take about a year, possibly less, to coordinate the agencies' requirements and configure the centralized system. The annual eProsecutor license and maintenance fees are due just before each rollout. (There are no such fees during the centralized configuration process.) We are very flexible regarding the payment schedule – suggest an approach that is compatible with your financial resources.

We will include eProsecutor licenses for 150 agency users and additional user licenses (10% of agency users) for unlimited use of eProsecutor Public Portal by the public, including attorneys, and (20% of agency users) for unlimited use by other governmental agencies, including those accessing eProsecutor via interfaces, for a total of 195 user licenses. If the number of agency users increases, the annual eProsecutor and hosting fees at Amazon Web Services ("AWS"), including an annual CPI adjustment, will be adjusted pursuant to the following schedule:
### Pricing Table for System User Licenses for Centralized System

<table>
<thead>
<tr>
<th>User Groups*</th>
<th>Licenses</th>
<th>Annual License and Maintenance Fees</th>
<th>Annual Hosting Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Per License</td>
<td>For Group</td>
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<tr>
<td>1-50</td>
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<tr>
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</tr>
<tr>
<td>101-200</td>
<td>100</td>
<td>700</td>
<td>70,000</td>
</tr>
<tr>
<td>201-500</td>
<td>300</td>
<td>500</td>
<td>150,000</td>
</tr>
</tbody>
</table>

* Minimum number of users is 150. The Annual License and Maintenance and hosting fees are governed by a one-year agreement with options. Additional storage is $5,000 per terabyte per year.

(B) Configuration of a centralized eProsecutor system, including the efiling interface with CORIS except for the certification fees and future upgrades to this interface. There must be significant involvement from your IT personnel during the conversion and the interfaces.

If there are configurable modifications to the eProsecutor centralized baseline for each agency, including any other interfaces, conversions, local reports and notices, etc., these costs will be charged pursuant to Statements of Work using an agreed upon hourly rate plus expenses. The agencies will also be responsible for local equipment, including scanners, connect costs to AWS, etc.

*Form 3: Primary and Secondary Functionality Checklist* includes many Requirements for probation. If you need the probation functionality now or in the future, we will provide either an integrated solution — eProsecutor with eProbation — or more likely a separate eProbation system, but we need to implement eProsecutor first.

(C) The Training Deployment costs depend on the number of agencies and users. The one-time deployment training services will cost $500 per user for the 150 users with a minimum of $2,500 per agency. For 150 users the cost will be $75,000 (150 x $500). Training for subsequent staff will be at the same rate plus expenses, if any.
EXHIBIT B

[FORM OF]
JOINDER TO PROFESSIONAL SERVICES AGREEMENT

The undersigned hereby acknowledges that the undersigned has received and reviewed a true and correct copy of that certain Professional Services Agreement, dated as of [September ___], 2017 (as amended, supplemented or otherwise modified from time to time, the “Services Agreement”), by and among Journal Technologies, Inc., a Utah corporation (hereinafter “Journal Technologies”), Utah Prosecution Council, a Utah state agency (hereinafter, “UPC”), and each Utah city or county attorney’s office designated by UPC who becomes a signatory and party to the Services Agreement by executing a joinder thereto substantially in the form hereof.

This Joinder to Professional Services Agreement (this “Joinder”) is hereby incorporated into and made a part of the Services Agreement for all purposes therein. The undersigned hereby acknowledges, approves, consents to and agrees to be bound by the terms, conditions and other provisions of the Services Agreement, and by execution hereof hereby becomes a party to the Services Agreement as a Client thereunder, for all purposes thereof on the terms set forth therein, and agrees to be bound by the terms of the Services Agreement as fully as if the undersigned had executed and delivered the Services Agreement as a Client thereunder as of the date thereof.

The initial Service Fees payable by the undersigned pursuant to the Services Agreement are set forth on Schedule 1 hereto. Except to the extent expressly specified on Schedule 1 hereto as having already been paid by UPC to Journal Technologies on behalf of the undersigned, the initial Service Fees shall be due and payable by the undersigned as set forth in Section 4 of the Services Agreement and Exhibit A to the Services Agreement. Any and all additional Service Fees shall be payable by the undersigned as set forth in Section 4 of the Services Agreement and Exhibit A to the Services Agreement.

Each capitalized term used in this Joinder, but not otherwise defined herein, shall have the meaning ascribed to such term in the Services Agreement.

[Signature page follows]
IN WITNESS WHEREOF, the undersigned has duly executed this Joinder to the Professional Services Agreement as of the Joinder Date set forth below.

CLIENT:

[CITY/COUNTY ATTORNEY OFFICE NAME]
Grand County Attorney's Office
By: [Signature]
Name: Christina Sloan
Title: Grand County Attorney

Joinder Date: February 20, 2019

Contact Information for Notices under Section 8.2:

[CITY/COUNTY ATTORNEY OFFICE NAME]
[Address]
Attn: [Contact Person]

Grand County Attorney's Office
125 E. Center Street
Moab, UT 84532
Contact Person: Terri Hines

Joinder Acknowledgement:

JOURNAL TECHNOLOGIES:

JOURNAL TECHNOLOGIES, INC.

By: [Signature]
Name: MARY JOE RODRIGUEZ
Title: VICE PRESIDENT

UPC:

UTAH PROSECUTION COUNCIL

By: [Signature]
Name: Robert J. Church
Title: Director, Utah Prosecution Council
Attached is the file that details all the responses including Love’s. The commission rate is identified in the recap. They would be receiving 10% of the amount of advertising the Travel Council would book. This past year we had allocated 1.3 million. Since I do not have an approved budget just a forecasted budget for 2020 for all of our advertising we have not confirmed an exact amount and have this tentative plan.

Any training you can provide would be helpful. Just a reminder: We do not use Love for any creative services all of our design work is done in house then submitted to Love for buys and placement.

Let me know what else you may need.

| Love Communications | Tom Love 546 S. 200 W. Salt Lake City | UT 84101 | 801-519-8880 | 40mm | 10% | $135 discounted rate per hour for Copywriting, Video and Animation design, Programmatic ad digital design. This is generally not used by the Moab Travel Council as we produce in house. | no | yes |

Regards,

Elaine Gizler
Executive Director
Moab Area Travel Council
P.O. Box 550
Moab, Utah 84532
435-259-1370
www.discovermoab.com
Facebook.com /discovermoab
"Yesterday is History ... Tomorrow is Mystery ... Today is a Gift"
_Eleanor Roosevelt_

From: Christina Sloan  
Sent: Monday, October 28, 2019 11:55 AM  
To: Elaine Gizler <director@discovermoab.com>  
Cc: Bryony Chamberlain <bchamberlain@grandcountyutah.net>; Ruth Dillon <rdillon@grandcountyutah.net>; Danalee Odonnal <DOdonnal@grandcountyutah.net>; Evan Clapper <eclapper@grandcountyutah.net>; Tara Collins <tcollins@grandcountyutah.net>  
Subject: NEED MORE INFO: Re: Loves Communication Agreement

All,

Danalee and I have been working on finalizing the Love’s Communication Agreement.

In looking at it further, we only just realized the version that was approved by Council did not include two material terms – the scope of services or the compensation. Council can’t approve a contract without its material terms. Thus, this needs to go back before Council for a vote once those material terms are complete.

There is a bit about the commission structure in the Agenda Summary, but it appears to be a function of the budget spent on ad buys, and that budget is not provided. And there is no true scope of services anywhere I can find. There is a budget reference in the Project Schedule section – and the schedule needs to be inserted as well.

Elaine, please provide that particular info. that we can insert into Exhibit A and Section 5 of the attached Agreement. If you can get it to me in the next 24 hours, we can get this back on the 11/6 meeting agenda for ratification. If it is not set yet, then I recommend a not to exceed number or a contingency that the contract is subject to future mutual agreement by the MATC Director and the Contractor re. budget/compensation (and schedule?).

This process has also made me realize that department heads need a training from me on working with the Independent Contractor Form! Ruth, please schedule that sometime soon during a leadership meeting.

Thanks -

Christina Sloan  
Grand County Attorney  
125 East Center Street  
Moab, Utah 84532  
435.259.1324

From: Bryony Chamberlain <bchamberlain@grandcountyutah.net>  
Date: Wednesday, October 16, 2019 at 3:18 PM  
To: Christina Sloan <csloan@grandcountyutah.net>  
Cc: Elaine Gizler <director@discovermoab.com>
Subject: Loves Communication Agreement

Christina,

Here is the agreement with Loves Communication from last night’s meeting for legal review. I don’t have a word version, but maybe Elaine does.

Thanks,

Bryony Hill
Council Office Coordinator
125 E. Center Street
Moab, UT 84532
435-259-1346
# MOAB Year Round

## UTAH
- Cable (Wasatch Front Only) :30’s: $48,000
- Transit Advertising - Wasatch Front: $50,000
- Southern Utah Billboards (2x): $8,725

## DENVER
- TV/Cable :30’s /15’s: $225,000
- Outdoor (Billboards / Transit): $75,000
- Denver Airport: $45,000

## PHOENIX
- Targeted Digital Outdoor: $25,000
- Targeted Digital Outdoor: $70,000

## Digital SLC, Denver, Vegas, Phoenix
- Madden PPC: $35,000
- Trip Advisor: $105,000
- Adara: $60,000
- Mobile Partner: $55,000
- Social: $45,000
- Adobe Connected TV or Hulu: $70,000
- Pulse Point: $65,000
- MIQ: $70,000

## Non-Media Partner
- Ad Serving: $10,000
- Websites SEO Management/Audit: $18,000
- Magellan: $21,000

## Total Year-Round Campaign Spend
- $1,100,725

### Mix: 50% Digital / 50% Legacy

#### 2020 Planning Notes
- Continue focusing Utah media to Wasatch Front only - Cable and Transit
- Refine Wasatch Front Transit placement to higher impact, large format placements. Conserving budget while maintaining exposure to growing SLC Urban audience & tourists
- Maintain strong presence in Denver market, continuing with both Q1 & Q4 TV, OOH, and Airport placements
- Continue to target Denver Airport travelers around Outdoor Retailers Conference in Q1 and general travelers in Q4 - supporting SkyWest flight
- Shift timing of Legacy media in both SLC and Denver to extend coverage across January-March and October-December. Bridging Winter shoulder season with Summer/Fall.
- Shift timing of digital to start a few weeks later in February to run a few weeks longer through April/May.
- Move Las Vegas budget to support DOOH run in Phoenix market (stronger travel market). Timing set for April/May, to target for summer month travel.
- Add DOOH run in Chicago market, supporting digital tactics to target more humid markets in summer months.
- Mobile partner will geo-fence billboards to track Imp.
- We will add MIQ as a programmatic partner as used with UOT.
- Replace YouTube with a bigger budget for Connected TV
- Continue with Pulse Point and Love to continue to build long form native pieces
- Use Paid social and Trip Advisor in summer months to solely target specific humid markets like Chicago, Austin, Dallas, Orlando, Miami, etc.*
- We recommend an SEO/Content/PR retainer to support press releases, sustainability messages, content creation and SEO rankings.

* Arrivalist Data - Visible Time In Market (Moab)
  - Average: 1 day 1 hour
    - Austin, Texas 2 days 9 hours.
    - Chicago, Illinois 2 days 10 hours.
    - Dallas, Texas 2 days 2 hours.
    - Orlando, Florida 3 days 2 hours.
    - Miami, Florida 2 Days 9 Hours.
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<th>Contact Name</th>
<th>Address</th>
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<th>Commission Bid</th>
<th>Additional Costs</th>
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<tr>
<td>Backbone Media</td>
<td>Greg Williams</td>
<td>65 North 4th St. Ste 1</td>
<td>Carbondale</td>
<td>CO</td>
<td>81623</td>
<td>970-963-4873 ext 110</td>
<td>$2800</td>
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<tr>
<td>Miles Partnership</td>
<td>Tania Leichliter</td>
<td>14552 Denver West Parkway, Suite 200</td>
<td>Lakewood</td>
<td>Co</td>
<td>80401</td>
<td>303-253-7000</td>
<td>$2800</td>
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<td>$132,000</td>
<td>$1,000</td>
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<td>no</td>
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<tr>
<td>Love Communications</td>
<td>Tom Love</td>
<td>546 S. 200 W</td>
<td>Salt Lake City</td>
<td>UT</td>
<td>84101</td>
<td>801-519-8880</td>
<td>$135 per hour</td>
<td>10%</td>
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</table>

*Current bookings and monthly fees are based on a fixed fee for a specific range of business.*

*Commission bid includes media spend, strategy, planning, buying and execution.*

*Additional costs may vary based on specific services and requirements.*

*Previous business and according to RFP reflect the status of previous engagements and the organization's response to the request for proposal (RFP).*
INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT is hereby entered into this 15th day of October 2019 ("Effective Date") by and between Grand County, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the "County") and Love Communications, a Utah limited liability company located at 546 So. 200 W, Salt Lake City, UT 84101 (the "Contractor").

WITNESSETH

WHEREAS Contractor is willing to provide services to County as an Independent Contractor, and County is willing to accept services from and compensate Contractor for said services subject to this Agreement;

NOW THEREFORE, in consider in consideration of the mutual promises and covenants set forth in this Agreement, County and Contractor agree as follows:

1. SERVICES. Contractor herewith agrees to perform the following services, as more particularly described in the Scope of Work attached hereto as Exhibit A (the "Services"):

   Media Agency for Moab Area Travel Council purchasing Digital, Social Media and TV

   Love Communications will be provided an annual budget by the Moab Area Travel Council with specific direction detailing the categories of marketing. Love will prepare a flow chart for the twelve-month period mapping out the marketing efforts. Once the Moab Area Travel Council Executive Director and the Travel Council Board approve Love Communications will act to purchase advertising spaces according to the budget allocated.

   The Parties acknowledge that they may amend and modify the Services only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

2. PROJECT SCHEDULE. Contractor shall complete the Services on the following schedule (the "Project Schedule"):

   The approved Travel Council budget will be confirmed for 2020 with Love Communications

   Contractor shall use commercially reasonable efforts to meet the Project Schedule, and the County agrees to cooperate in good faith to allow Contractor to meet the Project Schedule in a timely and professional manner. The Parties acknowledge that they may amend and modify the Project Schedule only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.
3. [PROPERTY. Contractor shall perform the Services for the benefit of real property owned by the County located at ___________ (the “Property”). The County warrants and represents that it owns the Property.] INTEGRATE ONLY FOR CONSTRUCTION SERVICES

4. TERM OF AGREEMENT. This Agreement shall begin on the Effective Date and shall expire on or before December 31st 2021. [OR shall continue until NAME EVENT OR shall continue until terminated by either party as provided below]

5. PAYMENT.

   a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: ___________ (the “Compensation”). Contractor shall invoice the County upon completion of the Services, and the County shall pay Contractor within thirty (30) days of the County’s approval of the same.

   [OR The County shall pay Contractor for the Services on a time and materials basis not to exceed the Estimate attached as Exhibit B. Contractor shall invoice the County on the following schedule:

   Mobilization
   % Completion
   Certificate of Occupancy
   County Approval = EXAMPLES ONLY

   The County shall pay all invoices within thirty (30) days of invoice date.]

   b. [Lien Waivers. As a condition precedent to each payment under this Agreement, including the final payments, not later than the date of payment request, the Contractor shall furnish affidavits and lien waivers and releases in the form attached hereto, confirming that no liens or rights in rem of any kind lie upon or have attached against the Property, the Services or materials, articles or equipment therefore and shall furnish such other documents as may be required by the County as may be necessary in its judgment to protect its interests, including, without limitation, monthly waivers of mechanics’, laborers’ and materialmen’s liens by all subcontractors and all suppliers who have supplied material and/or labor for the Services. The Contractor agrees that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold harmless from and against such liens, rights and any and all expenses incurred by the Contractor or the County in discharging them.] INTEGRATE ONLY FOR CONSTRUCTION SERVICES

Resolution # 3176 Approved April 2, 2019
6. **NOTICE OF COMPLETION.** Contractor shall submit to the County a written and dated Notice of Completion once the Services are complete. The County may object to the Notice of Completion in writing within fifteen (15) days of the Notice of Completion Date by describing the incomplete work. Contractor shall have thirty (30) days from the Objection Date to respond or complete the Services required hereunder, at which time the Contractor shall submit to Client a written and dated Final Notice of Completion. If County does not timely object hereunder, then the Services shall be deemed acceptable to the County. INTEGRATE ONLY FOR CONSTRUCTION SERVICES

7. **PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS.** Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same.

8. **CONTRACTOR, DEFINED.**

a. **Independent Contractor.** Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.

b. **No Third Party Beneficiary.** Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.

c. **Miscellaneous.** As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor’s employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.

9. **OWNERSHIP RIGHTS.** Contractor understands and agrees that the Work Product created by Contractor hereunder is for the sole and exclusive use of the County. Contractor further understands and agrees that the County shall be the sole and exclusive owner of all right, title, and interest in and to such Work Product. The County has the right to use or not use the Work Product and to use, reproduce, reuse, alter, modify, edit or change the Work Product as it sees fit and for any purpose. INTEGRATE FOR "WORK FOR HIRE" AGREEMENTS SUCH AS PROFESSIONAL SERVICES
10. CONFIDENTIALITY. All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure.

11. REPRESENTATIONS AND WARRANTIES.

a. [Best Efforts] Contractor warrants that the materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted hereunder, that the Services shall be free from defects not inherent in the quality required or permitted, and that the Services shall conform with the requirements hereunder. The Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the County, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

b. Service Warranty. Warranty Contractor further warrants that the Services shall be free of defects and deficiencies for a period of one (1) year after the Final Notice of Completion Date (the “Warranty Period”). The County may enforce the Warranty by providing a written Notice of Deficiency within the Warranty Period. Contractor shall have thirty (30) days from the Notice of Deficiency Date to inspect, object/respond, or repair/replace the Services.

c. Legal Compliance. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.}

[OR Contractor represents and warrants to the County that Contractor is free to enter into this Agreement and that Contractor’s performance hereunder shall not conflict with any other Agreements to which Contractor may be a party. Contractor further represents and warrants to the County that the Work Product is unique and original, is clear of claims or encumbrances, and does not infringe on the rights of any third parties. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services]

12. INSURANCE.

a. General. Prior to Contractor’s commencement of the Services, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of “A-” or better and provide a copy of each Certificate of Insurance to the County:

i. Commercial General Liability with coverage not less than [$2 million each occurrence [$1 million each occurrence] FOR SMALL PROJECTS]
with a $4 million combined single limit [$2 million combined single limit FOR SMALL PROJECTS]. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by Contractors;

ii. [Professional Liability with coverage of not less than $1 million each claim and $2 million aggregate]; FOR PROFESSIONALS ONLY

iii. [Workers' Compensation and Employers' Liability Insurance with coverage of not less than $1,000,000 for bodily injury caused by accident and $1,000,000 for bodily injury by disease; and] FOR CONTRACTORS AND ARCHITECTS

[OR Workers' Compensation and Employers' Liability Insurance with coverage of not less than $100,000 for bodily injury caused by accident and $100,000 for bodily injury by disease; and] FOR PROFESSIONALS WITHOUT MUCH RISK OF INJURY

iv. Business Auto Liability Insurance with coverage of not less than $1,000,000 for each accident.

b. Certificates of Insurance. Each Certificate of Insurance shall provide the following: a) designation of the County as an Additional Insured; b) requirement that Insurer provide the County at least thirty (30) days’ prior written notice of cancellation and termination of the County’s coverage thereunder; and c) an endorsement for Waiver of Subrogation. Contractor shall provide a copy of the Certificate of Insurance to the County prior to commencing the Services.

13. BREACH. As used herein, Breach shall mean any failure to by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor’s failure to commence or otherwise perform the Work in accordance with the provisions of this Contract, Contractor’s failure to use an adequate amount or quality of personnel or equipment to complete the Work without delay, a party’s adjudication as bankrupt, assignment of this Agreement for the benefit of its creditors, insolvency, or any party’s failure to make prompt payments required hereunder, including Contractor’s payments to its subcontractors, materialman, or laborers.
14. TERMINATION OF AGREEMENT.

a. By the County. In the event of Contractor's Breach hereunder, the County may, after giving the Contractor three (3) days' written notice, terminate this Contract and take possession of the Work. Upon receipt of such notice, Contractor shall cease operations and terminate existing subcontractors and purchase orders to the extent directed in the notice and complete such portions of the Work and take all actions to mitigate any losses and damages arising from the termination, as specified in the notice. Upon termination pursuant to this Section, the Contractor shall be entitled to receive, as full and final compensation for the Services, the Contract Sum attributable to the Work properly performed prior to the effective date of termination to the extent not previously paid and reasonable and necessary termination expenses for demobilization (subject to the County's receipt of supporting documentation acceptable to the County) and the ratable proportion of the Contractor's profit earned as of that date, provided, however, that the total amount paid to Contractor pursuant to this Section shall not exceed the Compensation.

b. By the Contractor. Contractor shall have the right to terminate this Contract in the event the County has failed, without cause, to make payment required hereunder, or the Project has been suspended for more than one hundred twenty (120) days; however, provided that such suspension is not the result of acts of force majeure or acts or omissions of the Contractor.

c. Effect of Termination. In the event of termination under this Section, this Agreement (other than Sections 9 through 12 and 15, which survive termination under law), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.

15. INDEMNIFICATION. The Services performed by Contractor shall be at the risk of Contractor exclusively. Contractor herewith agrees to indemnify, defend, and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, taxes, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.

16. ENTIRE AGREEMENT. This Agreement contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement.
The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.

17. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.

18. NO ASSIGNMENT. This Agreement is not assignable without the written consent of the Parties.

19. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

20. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County.

21. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

22. SEVERABILITY. The invalidity of any portion of this Agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining
provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

23. UNDERSTANDING AND EFFECT OF AGREEMENT.

A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into Agreement.

B. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

C. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

24. PARAGRAPH HEADINGS. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

25. ATTORNEYS’ FEES AND COSTS. In the event of dispute hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall recover its attorneys’ fees and costs incurred to enforce this Agreement.

26. DUTY OF NOTIFICATION. Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall immediately notify the County.

27. BINDING EFFECT, AMENDMENT. This Agreement and related documents, including the RFP and Project Documents, when properly accepted by the County, shall constitute a contract equally binding between the County and Contractor. This Agreement may be amended only upon mutual written agreement of the Parties.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

<table>
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<tr>
<th>Contractor’s Signature</th>
<th>Printed Name of Contractor and Title</th>
<th>Date</th>
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<table>
<thead>
<tr>
<th>County Signature</th>
<th>Chair, Grand County Council</th>
<th>Date</th>
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<tbody>
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ATTEST:

Resolution # 3176 Approved April 2, 2019
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<tr>
<th>Contractor's Contact Information</th>
<th>County's Assigned Project Manager</th>
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<tr>
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<td>Name:</td>
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<tr>
<td>Title: President</td>
<td>Title:</td>
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<tr>
<td>Address: GY 50 200 W. SIGHT</td>
<td>Address:</td>
</tr>
<tr>
<td>Phone: (801) 519-8888</td>
<td>Phone:</td>
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<tr>
<td>Fax: (801) 519-8889</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email: <a href="mailto:love@lovecomm.net">love@lovecomm.net</a></td>
<td>Email:</td>
</tr>
</tbody>
</table>

Resolution #3176 Approved April 2, 2019
Exhibit A
Services

Contractor herewith agrees to perform the Services as set forth in this Exhibit.

INTEGRATE PROJECT DOCUMENTS AS NECESSARY
CONDITIONAL WAIVER AND RELEASE OF LIENS AND CLAIMS

1. The undersigned is the duly authorized agent for ______________________ (“Contractor”) and is authorized to grant, on Contractor’s behalf, the lien and claim waivers set forth herein.

2. Contractor has supplied laborers, machinery, tools, equipment, materials, and/or professional or skilled services (collectively, the “Improvements”) to the real property described as follows:

   [Insert Legal Description] (collectively, the “Property”).

3. Contractor, for all Improvements supplied through the date of ____________, shall, upon receipt of $_______________ (“Payment”):

   (a) release, relinquish, and waive any and all rights to and claims for a mechanics’ lien, notice to disburser or verified statement of claim against the Property arising out of any work performed or furnished by the Contractor in connection with the Improvements or the Property; and

   (b) release the owner(s) of the Property and its lender, managers, members, owners, officers, directors, agents, employees, contractors, affiliates and related entities (collectively, the “Releasees”) from any and all rights of action, liabilities, judgments, damages, losses, liens, and claims of any other kind or nature arising out of any work performed, furnished, and/or agreed to by the Contractor in connection with the Improvements or the Property.

4. Contractor warrants that it has paid (or will pay upon Payment) in full all of its laborers, subcontractors, materialmen, suppliers, and any others for all labor, machinery, tools, equipment, materials and/or professional or skilled services provided in connection with the Improvements.

5. Contractor warrants that, following Payment, should any lien or claim be filed for labor, machinery, tools, equipment, materials, and/or professional or skilled services performed in connection with the Improvements, Contractor will defend, indemnify, and hold harmless the Releasees against such lien or claim and, in addition, immediately either (i) obtain settlement of any such lien or claim and furnish Owner with a written and full release of such lien or claim, or (ii) furnish the Owner a bond, for release of such lien pursuant to law.

NOTICE: This document waives rights conditionally. This document is enforceable against you if you sign it and once you have been paid.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of OCTOBER, 2019.

Signature: [Signature]

Company Name: LOVE COMMUNICATIONS

Printed Name: THOMAS M. LOVE

Title: PRESIDENT

STATE OF UTAH )
COUNTY OF GRAND ) ss.

Subscribed and sworn to before me this _____ day of ____________________, 20__, by ____________________ as ____________________ of ____________________.

Witness my hand and official seal.

(SEAL) Notary Public
SOUTHEASTERN UTAH REGIONAL TRANSPORTATION PLAN COOPERATIVE AGREEMENT

This Cooperative Agreement (the "Agreement") is entered into this ___ day of ___ , 2019, by and between GRAND COUNTY ("Grand County"), SAN JUAN COUNTY ("San Juan County"), MOAB CITY ("Moab City"), UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION ("SITLA") and the UTAH DEPARTMENT OF TRANSPORTATION ("UDOT"). Grand County, San Juan County, Moab City, SITLA, and UDOT are hereinafter collectively referred to as "Parties" and each may be referred to individually as "Party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, the Parties desire to participate jointly in a regional planning effort in the Moab-Spanish Valley area (the "Project") to address current and future capacity needs, enhance roadway safety, facilitate efficient freight movement, and provide alternative transportation solutions; and

WHEREAS, each of the Parties desires to contribute financially to the Project; and

WHEREAS, the Parties recognize and acknowledge that a consultant with an in-depth understanding of, and experience in transportation planning, would increase the capabilities of the Parties and toward that end, intend that UDOT, on behalf of the Parties, to enter into a professional services contract with a consultant; and

WHEREAS, the Parties have a scope-of-work for the Project; and

WHEREAS, completion of the Project will serve the public interest by providing important information to facilitate development of land use and transportation improvements in and around the region.

AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Purpose of Agreement. This Agreement outlines the terms and conditions pursuant to which the Parties will cooperate to facilitate the initiation and completion of the Project. The Parties have agreed to the scope of work attached as Exhibit A to this Agreement and Exhibit A is incorporated by reference. The Parties may amend the scope of work after UDOT has entered in a contract with a consultant ("Consultant").
2. **Funding; Delivery of Funds.** Each of the Parties acknowledges that the Project will require financial support; and each Party agrees to contribute funds in the following amounts: Grand County - $10,000; San Juan County - $5,000; Moab City - $10,000; SITLA - $5,000; and UDOT $100,000. Unless specifically agreed to in writing, no Party will be required to contribute additional funds hereunder or in connection herewith unless specifically described in an addendum to this agreement and signed by such Party. Within 30 days from the execution of this Agreement, the Parties will provide the funds as stated in this paragraph to UDOT.

3. **Term.** The Parties agree that this Agreement shall remain in full force and effect for a period of time of two (2) years, unless the parties agree to extend the term of agreement. Any Party may withdraw from this Agreement upon written notice to the other Parties; provided however, that any and all obligations, duties, liabilities or responsibilities undertaken by such Party shall be completed as specifically agreed in the Agreement and in any addendum, shall not terminate until completed, and shall remain a continuing obligation of that Party unless and until such are either completed or are assumed by another Party.

4. **Representatives.** The lead party for the Project is UDOT. UDOT will designate a project manager and will exercise contracting authority over the Consultant selected for the Project. The project manager will provide each of the Parties with regular reports of progress, maps, GIS data, and expenditures. Each of the remaining Parties will designate a representative to attend any Project management meetings. The representatives of each of the Parties together constitute the Project Steering Committee. In the event the project manager or any of the representatives determines that comments or decisions are necessary regarding the progress of the Project, or the specific component of the Project, or any deliverables of the Consultant, each of the representatives will attend project management meetings, and have an equal vote in making such decision. The initial representative of each party, for purposes of this Agreement, shall be as follows: Grand County: Zachariah Levin; San Juan County: Mack McDonald; Moab City: Joel Linares; SITLA: Elise Erler; and UDOT: Jeff Sanders. Each party may designate a replacement representative at any time, or from time to time.

5. **Procurement.** Selection of a Consultant for any portion or component of the Project shall be completed in accordance with and as required by, appropriate federal and state procurement law. UDOT shall prepare, circulate for review to the Parties, and release the request for proposals or other appropriate procurement method as necessary. The Project Steering Committee will review proposals by qualified firms and select a Consultant to complete the Project. The Consultant will be selected pursuant to the qualifications-based process. Following negotiations and upon approval of a Consultant contract by a majority of the Project Steering Committee, UDOT will enter into the Contract with the selected Consultant. Unless otherwise agreed by all of the Parties, the Consultant Contract will contain a not-to-exceed amount that is within the total budget for that component of the Project.

6. **Amendment/ Waiver.** No waiver, termination, amendment or other modification of any provision to this Agreement shall be effective unless the same shall be in writing and signed by all parties, and then such waiver, termination, amendment or modification shall be effective only in the specific instance and for the specific purpose for which it is given.
7. **Dispute Resolution.** The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of any issue of fact, at the lowest appropriate level.

8. **Governmental Immunity.** The parties are governmental entities for purposes of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G, Chapter 7. Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. No Party waives any defenses otherwise available under the Governmental Immunity Act.

9. **Authority.** The individuals executing this Agreement each represent and warrant (i) that he or she is authorized to do so on behalf of the respective Party hereto, (ii) that he or she has full legal power and authority to bind the respective Party hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective Party hereto of this document will not constitute a default under any agreement to which it is a party.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective the date first set forth herein.

[Signature page to follow]
GRAND COUNTY

By: ________________________
Its: ________________________
Date: 10/24/19

SAN JUAN COUNTY

By: ________________________
Its: ________________________
Date: ________________________

MOAB CITY

By: ________________________
Its: ________________________
Date: ________________________

UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

By: ________________________
Its: ________________________
Date: ________________________

UTAH DEPARTMENT OF TRANSPORTATION

By: ________________________
Its: ________________________
Date: ________________________
Exhibit A: Moab Regional Transportation Plan Scope of Work

Background and Purpose

The Moab Regional Plan is a transportation planning effort between the Utah Department of Transportation (UDOT) and local stakeholders, including Grand County, San Juan County, City of Moab, and SITLA. World-class recreational amenities have resulted in Moab becoming a destination town attracting millions of visitors every year. As the area’s full-time population grows and visitor tourism success continues, the growing travel demand will pose significant challenges to the transportation system. It will also continue to affect the community’s character, its quality of life, and visitor experience. The desire for a regional plan in the Moab area grew from a multi-agency recognition that solutions to maintaining/improving quality of life, economic success, and mobility in the wider Moab region will require regional collaboration.

The goal of the plan is to provide a holistic, long-term transportation vision for the region and serve as a guiding document for improvements to local, regional, and state roads and multimodal transportation networks. It is expected that the final recommendations from the study should:

- Generate consensus from local government and agency stakeholders as well as policy makers and key stakeholders.
- Propose short-term solutions that fit in the long-term framework, recognizing significant interactions between the transportation systems and development patterns and economic impacts.
- Propose a variety of long-term solutions that can be adopted into the Long Range Regional Transportation Plans with a planning horizon for 2050.
- Develop and consider unconventional/innovative solutions that may require policy changes.
- Result in a multi-modal transportation master plan for the region that maximizes the economic development opportunities and quality of life for residents.

The geographic scope of the project includes the core population areas in and around the City of Moab and Spanish Valley, from the Blue Hills in the south to I-70 in the north. It will also extend east to exit 224 west Cisco and include an overview of Hwy 128 and the Cisco Rd.

Scope of Work

The Scope of Work as outlined presents a minimum effort expected by the consultant selected for the project. However, consultants are encouraged to propose additional items not contained in the Scope of Work if they believe those items will improve the quality of the plan. Additional tasks and work elements may be added or deleted during contract negotiations. Upon conclusion of the negotiation process and before proceeding with work tasks, the selected consultant will be required to prepare a final work plan for inclusion into a contract agreement.
The Regional Plan should address the following topics. The consultant will work with UDOT and a steering committee made up of local stakeholders and public officials to ensure the planning process follows intermediate planning process as defined by UDOT.

1. Initial Review and Assessment
   a. Discuss current conditions of the region’s transportation system as well as demographic and land use trends. This assessment should be informed by past and current planning and land use studies.
   b. The consultant should conduct a case analysis of similar areas to identify best practices as well as lessons learned to help inform the planning and recommendations of the Moab Regional Plan.

2. Vision, Goals, and Objectives
   a. Develop a common, comprehensive set of vision and goals for the planning area that incorporates the vision and goals from previous or existing plans, if applicable.
   b. Develop evaluation criteria, methods, and/or measures that will allow decision-makers to compare scenarios to the vision and goals and to one another.

3. Needs and Recommendations
   a. Identify the projected transportation demand of persons and goods over the plan horizon. This task includes updating the Utah Statewide Travel Model (USTM) for the region by reviewing the socio-economic base data and forecasts, local land use plans and development dynamics, and proposing changes to reflect anticipated growth in the study geographic area.
   b. Based on the transportation demand analysis and other methods, identify transportation needs within the planning area. Transportation needs are where the current or future system is expected to experience congestion, safety issues, lack of interconnectivity, inadequate roadway capacity, etc.
   c. Provide a comprehensive and fully integrated program of transportation improvements, facilities, recommendations, and alternatives for the transportation system. Where appropriate, identify and address alternative modes of transportation including pedestrian walkways, bicycle transportation facilities, and transit facilities in the study geographic area.
   d. Provide funding strategies to implement the recommended set of improvements.

4. Spanish Valley Access Plan
   a. Provide implementation guidance for the US-191 Spanish Valley Access Plan including major access points, frontage road configuration, and funding responsibility. This task includes exploring the possibility of creating a Transportation Reinvestment Zone as a mechanism to fund improvements in the area.
   b. Evaluate and provide study, design, and implementation guidance for individual transportation planning and project needs including but not limited to:
      i. A bypass on US-191
         1. Evaluation of traffic and congestion management with or without a bypass and/or before and after a bypass
      ii. Freight truck traffic and parking along US-191, including ramifications to lost parking due to the widening project in Moab.
iii. Traffic signalization at key existing and planned intersections
iv. A bike underpass at the Mill Creek/US-191 intersection
v. The half mile gap in the bike path on Hwy 128
vi. Rock fall protection on Hwy 128
vii. Curve realignments/guardrails on Hwy 128

5. Public Involvement
   a. Have a public involvement component to receive input as well as to inform citizens, staff, stakeholders, and other agencies about the plan. The public involvement effort will include multiple events to inform and engage both the public and community stakeholders. A steering committee of local representatives will be created to coordinate with the consultant throughout the plan process.

6. Permanent Regional Planning Organization
   a. Evaluate the need for and potential of a permanent RPO
   b. If deemed necessary, provide guidance, policies, and initial steps to create a permanent regional transportation planning organization. This organization might assist UDOT and the other transportation agencies in the region in the development and prioritization of transportation needs for the region, provide a forum for transportation interests, and establish a link to other transportation planning organizations and providers.

7. Documentation
   a. The report will be developed in a transparent, iterative, and well documented process. Committee meetings will be noticed well in advance to all participants, and presentations and notes from meetings shall be taken and published in a timely manner. The legislative bodies of major stakeholders shall have the opportunity to review and guide the process at several times during plan development. Data generated and collated during the process, analysis, and conclusions shall be reported as they become available, and fully documented in a final written report.

Schedule

The Consultant will work with UDOT and the steering committee to develop a schedule. A final report and GIS story map is expected approximately one year after Notice to Proceed is given.

Selection process

The selected consultants should have pertinent experience with both UDOT and local governments.
**AGENDA SUMMARY**

**GRAND COUNTY COUNCIL MEETING**

November 6, 2019

Agenda Item: Z

<table>
<thead>
<tr>
<th><strong>Title:</strong></th>
<th>Approving grant agreement with Utah Division of Forestry, Fire, and State Lands FY2019-20 for Tamarisk Beetle monitoring</th>
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<tr>
<td><strong>Fiscal Impact:</strong></td>
<td>Funds to help pay for one grant person to help with the Tamarisk Bio-control project. (Within the budget)</td>
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<tr>
<td><strong>Presenter(s):</strong></td>
<td>Tim Higgs, Grand County Weed Supervisor</td>
</tr>
</tbody>
</table>

**Recommendation:**

I move to approve the grand agreement with Utah Division of Forestry, Fire, and State Lands, FY2019-20 for Tamarisk Beetle monitoring to continue the bio-control monitor along the Colorado and the Green Rivers on State Lands and other properties that have been set up in the past, and to authorize the Chair to sign all associated documents.

**Background:**

For at least the last 13 years we have been working with FFSL and other partners to monitor the Tamarisk Beetle movement and the effects of what is happening over time. FFSL has been a good working partner with the county with this project they help us with the first releases. We have the longest monitoring of the Tamarisk Beetle in the nation from what I have heard others say. We started in 2007 with a regular monitoring and expanded it to answer question we were being asked, like how well it is working and what is coming back under the defoliated Tamarisk.

**Attachment(s):**

1. Contract or agreement

---
Letter of Agreement for Exotic Biocontrol Monitoring between the Utah Division of Forestry, Fire and State Lands and the Grand County Noxious Weed Department

This letter of agreement, made and entered into by and between the Utah Division of Forestry, Fire and State Lands, hereinafter referred to as "FFSL", and the Grand County Noxious Weed Department, hereinafter referred to as "GCWD" is entered into under the provisions of UCA 65A-9-3.

PURPOSE

FFSL and GCWD are hereby entering into a Letter of Agreement to provide exotic biocontrol monitoring, recording, and analysis within their areas of jurisdiction. The subject exotic biocontrol is the Tamarisk leaf beetle (Diorhabda carinulata).

FFSL and GCWD facilitated the first domestic release of Diorhabda at several sites in Grand County in the year 2004. Since the year 2007, GCWD has compiled monitoring data regarding Tamarisk mortality and plant/beetle interactions.

FFSL and GCWD agree to use an integrated approach to monitor plant/beetle interactions in Grand County. This compilation of data represents the longest continuous dataset of wild Diorhabda study in the United States.

FFSL and GCWD agree to work with other experts on the subject of Tamarisk control, and use comprehensive management strategies to provide for the understanding of Tamarisk & Diorhabdas' effects on the greater ecological condition of Grand County and southeast Utah Sovereign Lands.

STATEMENT OF MUTUAL BENEFITS AND INTEREST

It is to the mutual benefit of the participating parties to cooperate in the monitoring and compilation of data on the subject of Tamarisk/Diorhabda interactions on intermingled or adjacent state sovereign, county, and privately owned lands in Grand County.

It is to the mutual benefit of the parties to this agreement to cooperate and coordinate efforts to monitor, detect and control noxious weeds to protect critical watersheds, reduce soil erosion, maintain and/or restore plant and wildlife communities, and reduce adverse impacts to outdoor recreation.

In consideration of the above purposes and benefits, the parties hereto agree to the following:
1. **FFSL Shall**
   a. Provide funding in the amount of $5,000.00 to GCWD for the monitoring and compilation of data on the subject of *Tamarisk/Diorhabda* interactions on Sovereign Lands along the Colorado River from the Utah state line to the northeastern boundary of Canyonlands National Park, and along the Grand County side of the Green River from Swasey’s Rapid downstream to the northwestern boundary of Canyonlands National Park. The amount is obligated from the date of last signature through June 30, 2020.
   b. Provide technical and project assistance to GCWD in their fulfilment of this LOA.
   c. Reimburse GCWD for invoiced costs not to exceed $5,000.00. This is based annually for the State fiscal year 2020, following receipt of billing from GCWD.
   d. Cooperate with and coordinate monitoring, detection and control efforts of noxious weeds on sovereign lands with GCWD.

2. **GCWD Shall**
   a. Provide one staff person dedicated to the monitoring and compilation of data on the subject of *Tamarisk/Diorhabda* interactions along Sovereign Lands of the Green and Colorado Rivers in Grand County.
   b. Assemble raw data at pre-determined sites of significant plant/beetle interactions, and make said data available to FFSL upon the completion of analysis.
   c. Assemble data in a format compatible with ESRI ArcGIS version 10.4 or later.

**IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN BOTH PARTIES THAT:**

1. Either of the parties may in writing terminate this agreement in whole or in part at any time before the date of expiration. No party shall incur any new obligations for the terminated portion of the agreement after the effective date and shall cancel as many obligations as possible in the event of termination. Full credit shall be given for each party’s expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
2. Nothing herein shall be considered as obligating the parties to this agreement to expend money in excess of funding approved and made available for payment under this instrument and modification thereto.
3. Modifications within the scope of this agreement shall be made by mutual consent of both parties in writing prior to any changes being performed. Neither party to the agreement is obligated to fund any changes not properly approved in advance.
4. The State or County auditor, through any authorized representative shall have the right to examine all records of the other party related to this agreement during normal business Fiscal year 2020 (July 1, 2019 – June 30, 2020)
hours. As used in this clause “records” includes books, documents, accounting procedures and practices, and other data regardless of whether such items are in written form, in the form of computer data, or any other form.

5. This agreement is executed as of the date of last signature and unless terminated, is effective through June 30th, 2020 at which time it shall expire.

6. Principal contacts for this agreement are:
   Grand County Noxious Weed Department – County Weed Supervisor
   Utah Division of Forestry, Fire and State Lands - Southeast Sovereign Lands Coordinator

7. Both parties have the legal authority to enter into this agreement and the institutional, managerial, and financial capacity to ensure proper planning, implementation and management to fulfill the purposes of this agreement.

8. This agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

9. FFSL and GCWD may by written modification to the agreement extend the term for subsequent performance periods not to exceed a total duration of five years from the execution date, including the subsequent performance periods.

10. Any partner contributions made under this agreement do not by direct influence or implication convey FFSL endorsement of the partners product or activities.
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date written below:

<table>
<thead>
<tr>
<th>Contractor: (President or Official Rep)</th>
<th>Division of Forestry, Fire &amp; State Lands (Financial Manager)</th>
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<tbody>
<tr>
<td>Signature: ___________________________</td>
<td>Signature: ___________________________</td>
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<td>Date: _________________________________</td>
<td>Date: _________________________________</td>
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<tr>
<td>Print or Type Name: ___________________</td>
<td>Print or Type Name: Stacy Carroll</td>
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<tr>
<th>Division of Forestry, Fire &amp; State Lands (Deputy Director)</th>
<th>Attorney General:</th>
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<td>Date: _________________________________</td>
<td>Date: _________________________________</td>
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<tr>
<td>Print or Type Name: Cornell Christensen</td>
<td>Print or Type Name:</td>
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<tr>
<th>Division of Finance</th>
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Fiscal year 2020 (July 1, 2019 – June 30, 2020)
ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

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, which amendment will be attached to this Contract. Automatic renewals will not apply to 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.

Fiscal year 2020 (July 1, 2019 – June 30, 2020)
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 MAJERE: 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,

Fiscal year 2020 (July 1, 2019 – June 30, 2020)
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 February 2015)
The locations of tamarisk mortality monitoring transects are proprietary data, and may not be disclosed to personnel outside of the State of Utah or Grand County.
This contract is entered into as a result of:

- The procurement process on Bid/RFP # ______
- The procurement process on Requisition # ______ FY____
- Pre-approved sole source (approval attached)_____
- Agency grant, land purchase, DAS-Purchasing delegation
- Contract with other state agency or political subdivision
- Under $5,000 (total amount for contract period)
- Agency exemption from DAS-purchasing approval LPD169
- Revenue agreement

1. **Agency Name**: UTAH DEPARTMENT OF NATURAL RESOURCES/FORESTRY
   **FIRE, & STATE LANDS**
   **Agency Code**: 560

2. **General Purpose of Contract**: Non-native biocontrol monitoring, recording, and analysis

3. **Contractor Name**: Grand County Weed Department

4. **Contract Period**: Effective date of last signature 06/30/2020
   Termination date 06/30/2020

5. **Authorized Amount**: $5,000.00

6. **Vendor #**: 04363HB

7. **Commodity Code(s)**: 94092

   **COMMENTS**: Non-native biocontrol monitoring, recording, and analysis within the areas of jurisdiction.
**NAME OF CONTRACT:** Grand County Noxious Weed Department

**Address:** 125 East Center Street

Moab, UT 84532

**Source of Funds:**

<table>
<thead>
<tr>
<th>State/Federal Source</th>
<th>CFDA #</th>
<th>Fund Agency</th>
<th>Unit Appr</th>
<th>Obj Unit</th>
<th>Prog/Func</th>
<th>Amount</th>
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<tr>
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<td>560</td>
<td>1770 RDH</td>
<td>6137 FL2006WCSE</td>
<td>5,000</td>
<td>$5,000.00</td>
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**TOTALS**
### Agenda Summary

**Grand County Council Meeting**  
November 6, 2019  
Agenda Item: AA

| **Title:** | Approving Cooperative Agreement with Utah Department of Natural Resources, Division of Wildlife Resources for the completion of the Mill Creek Canyon- watershed improvements |
| **Fiscal Impact:** | Employee’s time and equipment will be charged. (Within the budget) |
| **Presenter(s):** | Tim Higgs, Grand County Weed Supervisor |

#### Recommendation:
I move to approve the Cooperative agreement with Utah of Natural Resources, Division of Wildlife Resources for the completion of the Mill Creek Canyon, watershed improvements, to control Ravenna grass, spotted knapweed, and other weeds of concern to the BLM on their land, and to authorize the Chair to sign all associated documents.

#### Background:
Over the last three years we have been working with the BLM through grant agreements. We have been spraying the Ravenna grass and digging some of the plants up. This is a plant we will be taking to the weed board to see if they will approve it being declared a County Noxious Weed and recommend it to the County Council for their approve to have it declared a Grand County Class four Noxious Weed. We are also controlling other weeds of concern to the BLM.

#### Attachment(s):
1. Contract Agreement
Cooperative Agreement

BETWEEN
GRAND COUNTY
AND
UTAH DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF WILDLIFE RESOURCES

Pursuant to Utah Code §23-22-1, this COOPERATIVE AGREEMENT is made and entered into upon the date of the last signature to this document, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (UDWR) and Grand County for completion of the Mill Creek Canyon- watershed improvements (#4832) proposed through the Utah Partners for Conservation and Development (UPCD) Watershed Restoration Initiative (WRI).

The Parties agree as follows:

1. UDWR will:
   a. Provide up to $5,000 for the completion of the Mill Creek Canyon- watershed improvements (#4832).
   b. UDWR will assist with project entering of completion reports as needed.

2. Grand County will:
   a. Conduct several invasive species control treatments in Mill creek area. These treatments would occur throughout the year, at the appropriate times to treat Ravenna Grass and other species of concern as outline in the Mill Creek Canyon- watershed improvements (#4832). Project activities will be completed by June 30, 2020.
   b. Work with the project managers to submit a completion report in the WRI online database within 3 months of completion of project or by August 31, 2020.

All provisions of Attachment A and Attachment B are incorporated into and become a part of this Cooperative Agreement. If provisions of the Cooperative Agreement conflict, the order of precedence shall be (i) Attachment A; (ii) Cooperative Agreement signature page; and (iii) Attachment B.

SIGNATURES ON FOLLOWING PAGE
Agreed to by:

_________________________________________  ________________________
Grand County                      Date

_________________________________________  ________________________
Division of Wildlife Resources/Director  Date

_________________________________________  ________________________
Division of Wildlife Resources/Financial Manager  Date

_________________________________________  ________________________
State of Utah/Division of Finance  Date
ATTACHMENT A – STANDARD TERMS AND CONDITIONS

1. **INVOICING:** The Parties agree to share records with one another detailing expenditures pursuant to the Cooperative Agreement on a quarterly basis, and to reconcile all accounts no later than June 30 annually. The Cooperative Agreement number shall be listed on all invoices, freight tickets, and correspondence.

2. **LAWS AND REGULATIONS:** Each Party shall be responsible for ensuring their individual compliance with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure, certification, and permitting requirements.

3. **CONFLICT OF INTEREST:** PARTNER represents that none of its officers or employees are officers or employees of UDWR or the State of Utah, unless prior written disclosure has been made to UDWR.

4. **RECORDS ADMINISTRATION:** PARTNER shall maintain all records necessary to properly account for PARTNER’s performance and the payments it receives from UDWR pursuant to this Cooperative Agreement. These records shall be retained by PARTNER 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. PARTNER agrees to allow, at no additional cost, the State of Utah, federal auditors, and UDWR staff, access to all such records.

5. **TERMINATION:** This Cooperative Agreement may be terminated with cause by UDWR in advance of the specified expiration date by providing prior written notice to PARTNER. PARTNER will be given ten (10) days after written notification to correct and cease the violations, after which this Cooperative Agreement may be terminated for cause immediately. This Cooperative Agreement 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. UDWR and PARTNER may terminate this Cooperative Agreement, in whole or in part, at any time, by mutual agreement in writing. Upon termination of the Cooperative Agreement, PARTNER shall be compensated for eligible services properly performed up to the effective date of the notice of termination. In no circumstance shall UDWR be responsible for any costs for services unsatisfactorily performed, outside of the scope of the project proposal, performed after the effective date of the notice of termination, or for costs exceeding the reimbursable total identified herein.

6. **GOVERNING LAW AND VENUE:** This Cooperative Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Cooperative Agreement 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.

7. **DEBARMENT:** PARTNER 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. PARTNER must notify the UDWR 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 the Cooperative Agreement term.

8. **LIABILITY:** Each Party shall be responsible for any claims, losses, suits, actions, damages, and costs of every name and description arising out of their own performance under this Cooperative Agreement. If one or more parties are found negligent, they each shall bear their proportionate share of any allocated fault or responsibility. Nothing herein shall be construed as waiving any immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101 through 63G-7-904.
ATTACHMENT B – PROJECT PROPOSAL

[ADD PROJECT PROPOSAL]
### AGENDA ITEM: BB

**TITLE:** Approval of Amendment #1 Contract between Southeastern Utah Association of Local Governments (SEUALG) Area Agency on Aging Interlocal Cooperation and Contract Agreement Reimbursement through June 30, 2020  
  a. Payment for Various Services Related to Aging and Nutrition through June 30, 2020

**FISCAL IMPACT:**  
  a. Max $83,620 of Revenue: Various Services Grant

**PRESENTER(S):** None (Consent Agenda Item)

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**RECOMMENDATION:**  
I move to approve the proposed state fiscal year 2019 Contract Amendment #1 between Southeastern Utah Association of Local Governments (SEUALG) Area Agency on Aging

**BACKGROUND:**  
This contract authorizes Grand County to administer the Socialization portion of the Aging Program, with an increase of $663.00 in Federal/State funding for Socialization and Recreation funding.

**Attachment(s):**  
  a. Interlocal Cooperation and Contract Agreement (for Various Services Related to Aging and Nutrition)

---

**Prepared By:**  
Verleen Stribien  
Grand Center  
Program Director

**FOR OFFICE USE ONLY:**  
Attorney Review:  
Since these are State contracts received annually, the current agreements were sent for attorney review
INTERAGENCY COORDINATION AND SUB-RECIPIENT CONTRACT AGREEMENT

GRAND COUNTY

FY 2019-2020

PURPOSE OF AMENDMENT: The purpose of this Amendment is to Add $663.00 to Federal Socialization and Recreation fund.
1. CONTRACTING PARTIES: This agreement is between the Southeastern Utah Association of Local Governments, Area Agency on Aging, hereinafter, referred to as ALG AAA, and Grand County, Utah, a body politic and corporation, hereinafter, referred to as SERVICE PROVIDER.

2. CONTRACT PERIOD: Effective July 1, 2019, and terminates on June 30, 2020, unless terminated sooner, in accordance with the terms and conditions of this contract.

3. RECITALS:
   a. ALG AAA receives certain federal and state funds from the Utah Department of Human Service (“DHS”), Division of Aging and Adult Services (referred to in this Contract as “DHS/DAAS”) which it then distributes to local governments for human services programs in the areas served by the local governmental entities; and
   
   b. ALG AAA is a local governmental entity that is authorized to receive public funds for the human services programs in its area; and SERVICE PROVIDER is also a local governmental entity that desires to contract with the ALG AAA to administer the programs funded through the DHS; and
   
   c. ALG AAA is statutorily authorized to provide the SERVICE PROVIDER with direction on the use of such public funds and to enter into contracts that specify how the SERVICE PROVIDER will use the funds in its human services programs; and
   
   d. ALG AAA works cooperatively with the SERVICE PROVIDER to ensure that these public funds are used appropriately and that DHS/DAAS’ and ALG AAA’s directives to the SERVICE PROVIDER are not duplicative or conflicting; and
   
   e. The SERVICE PROVIDER is accountable to DHS/DAAS and ALG AAA for using public funds obtained through this Contract appropriately in its human service programs, and for complying with all applicable state and federal laws, policies, audit requirements, contract requirements and ALG AAA directives; and
   
   f. ALG AAA is authorized to monitor the SERVICE PROVIDER’S use and management of these public funds; to oversee its governance for the human services programs in the SERVICE PROVIDER’S area; and to review the SERVICE PROVIDER’S compliance with laws, policies, audit requirements, contract requirements and ALG AAA directives; and

4. CONTRACT COST: SERVICE PROVIDER shall be reimbursed by ALG AAA not more than $83,620* for services provided in accordance with the terms and conditions of this contract. The SERVICE PROVIDER shall be reimbursed within 60 days of receipt of itemized billings submitted in accordance with paragraph 1 of Attachment “A”. The sources of funds for this contract are:
### Nutrition Funding

<table>
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<th>Source</th>
<th>Amount</th>
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<tbody>
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<td>Federal/State</td>
<td>$44,056*</td>
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<tr>
<td>Cash-in-Lieu</td>
<td>$18,293*</td>
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<tr>
<td>SSBG</td>
<td>$7,827*</td>
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<tr>
<td>Project Income (estimate)</td>
<td>$46,000</td>
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<tr>
<td>Local Cash</td>
<td>$89,000</td>
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<tr>
<td><strong>Sub Total</strong></td>
<td>$205,176</td>
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### Socialization and Recreation Funding

<table>
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<th>Source</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Federal/State</td>
<td>$19,745*</td>
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<tr>
<td>Project Income (estimate)</td>
<td>$2,000</td>
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<tr>
<td>Local Cash</td>
<td>$187,183</td>
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<tr>
<td><strong>Sub Total</strong></td>
<td>$208,928</td>
</tr>
</tbody>
</table>

**Total:** $414,104

**Match money:** $4,435

5. PURPOSE OF THIS CONTRACT: The purpose of this contract is to provide payment for the following types of services: Transportation, Outreach, Information and Referral, Telephone Reassurance, Legal, Recreation, Health Screening, Congregate Meals, Home Delivered Meals.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED: This Contract incorporates the following documents by reference:

   a. All documents specified in this Contract and its attachments;

   b. The Utah Department of Human Services [DHS] Pass Through Contract with Local Agency (DHS Contract). SERVICE PROVIDER is a sub-contractor under the DHS Contract and is required to comply with all provisions of the DHS Contract, including the state procurement requirements (or the equally-stringent county procurement requirements), insurance requirements and the fiscal and program requirements.

   c. All statutes, regulations, or governmental policies that apply to the Local Agency or to the services performed under this Contract, including any applicable laws relating to fair labor standards, the safety of the Local SERVICE PROVIDER’S employees and others, zoning, business permits, taxes, licenses, and incorporation or partnership, and any laws mentioned in the DHS Contract Part I Section C, (Local Agency’s Compliance with Applicable Laws) or in any other attachments to this Contract. The SERVICE PROVIDER acknowledges that it is responsible for familiarizing itself with these laws and complying with them.

7. INCLUDED AS PART OF THIS CONTRACT:
   - Attachment A: *Standard Terms & Conditions*
   - Attachment B: *Additional Terms & Conditions*
   - Attachment C: *Service Objectives*,
   - Attachment D: *Units of Service*
Attachment E: Dept. of Human Services, Policies & Procedures/Provider Code of Conduct
Attachment F: Dept. of Human Services Code of Conduct Poster
Attachment G: Dept. of Human Services Provider Code of Conduct Certificate of Understanding and Compliance

IN WITNESS WHEREOF, the parties sign and cause this contract agreement to be effective for the period first mentioned above.

_________________________________________  ________________________________
SEUALG EXECUTIVE DIRECTOR Date        COUNTY COUNCIL CHAIR Date
Geri Gamber                                Evan Clapper

_________________________________________  ________________________________
SEUALG AAA DIRECTOR Date                   COUNTY ATTORNEY Date
Shawna Horrocks                            Christina Sloan
ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. METHOD AND SOURCE OF SERVICE PROVIDER PAYMENT:
The ALG AAA agrees to reimburse the SERVICE PROVIDER in accordance with Contract Costs, upon receipt of itemized billing for authorized services. Itemized billings to be submitted to ALG AAA at least quarterly, that is: 1st Quarter, October 5; 2nd Quarter, January 5; 3rd Quarter, April 5; but the 4th and final billing by July 7, 2019. Itemized billings may be submitted monthly, on or by the 5th of the month. Final billing is to be submitted on or prior to July 7, 2019.

2. AUTHORITY:
Provisions of this contract are pursuant to the authority granted in Utah Code Annotated, 62A.3.101 ET. Seq. and related statutes which permit ALG AAA to purchase certain specified services, and any other relevant Federal regulations and any relevant provisions of the ALG AAA.

3. ADMINISTRATIVE AND REPORTING REQUIREMENTS:
SERVICE PROVIDER shall comply with all record-keeping and reporting requirements of this Contract, including the requirements set out in all the attachments including the DHS Contract: Part I, Section D: (Compliance Monitoring and Record Keeping Responsibilities) of this Contract. In addition, the SERVICE PROVIDER shall maintain or supervise the maintenance of records necessary for the proper and efficient operation of the programs covered by this Contract, including records regarding applications, determination of clients’ eligibility (when applicable), the provision of services, and administration cost; and statistical, fiscal and other records necessary for complying with the reporting and accountability requirements of this Contract.

The SERVICE PROVIDER shall retain such records for at least six years after last payment has been made on this contract, or until six years after the completion of any audits initiated within this six-year period, whichever period is longer.

The SERVICE PROVIDER shall retain all records relating to clients under 18 years old for at least six (6) years after the last payment is made on this Contract, or six (6) years after the completion of any audits initiated within this six-year period, or until the child client reaches the age of twenty-two (22), whichever period is longest. Permission for Early Destruction of Records may be obtained according to the terms of The DHS Contract Part I Section D 3. c. (Protecting DHS’ Continuing Access Rights to Contract-Related Records).

4. ACCESS TO PROGRAM RECORDS:
SERVICE PROVIDER acknowledges that ALG AAA, and DHS/DAAS is entitled to have ready access to all records relating to this Contract. SERVICE PROVIDER shall not do anything to limit or interfere with ALG AAA or DHS/DAAS’ access rights, except as expressly provided by law. All parties acknowledge, however, that entities other than ALG AAA and DHS/DAAS may also have access rights to the records, especially if those entities provided part of the funding for the programs or services covered by this Contract. SERVICE PROVIDER shall allow independent, state and federal auditors or contract reviewers to have access to its records for audit and inspections on request.
5. PROTECTING THE CONFIDENTIALITY OF CLIENT RECORDS:
To preserve the integrity and confidentiality of client records, the SERVICE PROVIDER shall maintain all client records in locked rooms or cases. Except with the express written consent of the client, the SERVICE PROVIDER shall not use any client information for purposes not directly connected with the responsibilities or services under this Contract, and the SERVICE PROVIDER may disclose client information only as provided by this Contract, as authorized by the client in writing, or as required by law. The SERVICE PROVIDER’S staff shall have access only to those portions of the records directly related to their work assignments.

6. MONITORING OF PERFORMANCE:
DHS and DHS/DAAS shall have the right to monitor the performance of all services purchased under this Contract, including expenditure of public funds. Monitoring of performance shall be at the complete discretion of DHS and DHS/DAAS, who will rely on the criteria set forth in The DHS Contract: Part I, Section D: (Compliance Monitoring and Record Keeping Responsibilities). Performance monitoring may include both announced and unannounced visits.

7. EQUAL OPPORTUNITY CLAUSE:
The SERVICE PROVIDER agrees to abide by provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment of any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap.

8. RESTRICTIONS ON CONFLICTS OF INTEREST:
SERVICE PROVIDER agrees to follow all terms of The DHS Contract: Part I, Section C: 5(sic) 8. (Restrictions on Conflicts of Interest). SERVICE PROVIDER must disclose all existing, potential, and contemplated Conflicts of Interest. The SERVICE PROVIDER shall also regularly review any disclosures and its own operations to reasonably assure ALG AAA that the SERVICE PROVIDER avoids prohibited Conflicts of Interest.

9. SERVICE PROVIDER, AND INDEPENDENT CONTRACTOR:
SERVICE PROVIDER shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the ALG AAA or any state agency to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the ALG AAA, except as herein expressly set forth. However, nothing in this Contract shall be construed to limit the SERVICE PROVIDER’S authority to bind itself to agreements, settlements or liability, as long as such agreements, settlements or liability affect only itself and not ALG AAA or any state agency. The compensation provided for herein shall be the total compensation payable hereunder by the ALG AAA and the SERVICE PROVIDER is responsible for any and all tax liabilities incurred as a result of the compensation received. Persons employed by the ALG AAA and acting under direction of the ALG AAA shall not be deemed to be employees or agents of the SERVICE PROVIDER. Likewise, persons employed by the SERVICE PROVIDER and acting under the direction of the
SERVICE PROVIDER shall not be deemed to be employees or agents of the ALG AAA.

10. **AUDITS:**
    This Contract shall be subject to independent audit to be made in accordance with generally accepted auditing standards and the U.S. General Accounting Office publication "Standards or Audit of Governmental Organization Programs." Activities and Functions (OMB Circular A-102, Attachment P). These audits shall be arranged for by the SERVICE PROVIDER and will usually be conducted annually but at least every two years. SERVICE PROVIDER shall submit draft and 2 copies of final audit reports to Division of Aging and Adult Services. Expenditures under this contract determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the contract, and for which payment has been made to the SERVICE PROVIDER, will be refunded to the ALG AAA by the SERVICE PROVIDER. See The DHS Contract: Part IV: 8-9.

11. **RENEGOTIATIONS OR MODIFICATIONS - ADDITIONAL SERVICES:**
    This contract may be amended, modified, or supplemented only by written contract, executed by the parties hereto, and attached to the original signed copy of this agreement. No claim for services furnished by SERVICE PROVIDER, not specifically authorized by this Agreement, will be allowed by the ALG AAA.

12. **CLEAN AIR AND WATER ACTS:**
    SERVICE PROVIDER agrees to comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act as amended (42 W.S.C. 1857 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.). (Applicable to contracts over $100,000 only).

13. **REDUCTION OF FUNDS:**
    If an order or action by the Legislature or the Governor, or a federal or state law reduced the amount of funding to ALG AAA, ALG AAA may terminate this Contract or may proportionately reduce the services required by this Contract and the amounts to be paid by ALG AAA to the SERVICE PROVIDER for such services. In addition, if the SERVICE PROVIDER defaults in any manner in the performance of any obligation under this Contract, or if ALG AAA determines that the SERVICE PROVIDER is significantly underutilizing funds, ALG AAA may at its option, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or underutilization of funds. ALG AAA shall give the SERVICE PROVIDER thirty (30) days’ notice of any such reduction or termination. Notwithstanding the foregoing, ALG AAA shall reimburse the Local Agency in accordance with the original provisions of this Contract for all services performed before the effective date of the reduction or termination. This is a “Fixed Amount” contract, and if ALG AAA reduces the payments under this Contract, the SERVICE PROVIDER may make a proportionate reduction in the amount of services performed or in the number of clients served under this Contract. Before implementing any such reductions in services or client numbers, however, the SERVICE PROVIDER shall notify ALG AAA in writing no less than thirty (30) working days after receiving ALG AAA’s notice of reduction or termination.

14. **TERMINATION:**
    This contract may be terminated for any reason in advance of the specific expiration date, by either party, upon 30 days prior written notice being given to the other party. On termination of the contract, all accounts and payments will be processed according to financial and accounting arrangements set forth herein for services rendered to date of
termination. In addition the SERVICE PROVIDER shall comply with the provisions of this Contract relating to the record-keeping responsibilities, and shall ensure that the SERVICE PROVIDER’S staff properly maintains all records (including financial records and any client treatment records).

ALG AAA may terminate this Contract immediately if the SERVICE PROVIDER’S violation of this Contract creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows ALG AAA to terminate the Contract immediately for a violation of that provision.

If either party elects to terminate this Contract, both parties will use their best efforts to provide for uninterrupted client services.

If any party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys’ fees, regardless of whether such fees are incurred in connection with litigation.

15. CONTRACT JURISDICTION:
The provisions of this contract shall be governed by the laws of the State of Utah.

16. INTERLOCAL AGREEMENT AND COUNTY APPROVAL OF CONTRACT AGREEMENT:
Pursuant to UCA §11-13-202.5 the Service Provider’s Legislative Body has passed an ordinance or resolution adopting and approving this Agreement. This Agreement is effective as of the date above. This Agreement does not create and interlocal entity. Pursuant to §11-13-207 UCA this Agreement shall be administered by the board of the South Eastern Utah Association of Local Governments which is a joint board comprised of representatives from the SERVICE PROVIDER and ALG AAA. Under this Agreement there shall be no joint ownership of real property.
ATTACHMENT B
ADDITIONAL TERMS AND CONDITIONS

1. ALG AAA AGREES TO:
   A. Monitor services provided and funding expended on the basis of this contract as evidenced by regular reports generated by SERVICE PROVIDER.
   B. Evaluate compliance performance of SERVICE PROVIDER at least once during the contact period on the basis of program standards as set forth in this contract, applicable Federal laws and regulations, applicable State law, and DHS/DOA/AS Policy and Procedure statements.
   C. Provide Technical Assistance to the SERVICE PROVIDER as indicated or requested to assure satisfactory performance in providing effective and quality service, and maintaining compliance with applicable laws and regulations.
   D. Provide a hearing to recipients in the event a grievance is filed by a program recipient.

2. SERVICE PROVIDER AGREES TO:
   A. Comply with all provision of the DHS Pass Through Contract with Local Agency, including the state procurement requirements (or the equally-stringent county procurement requirements), insurance requirements and the fiscal and program requirements.
   C. Meet all applicable licensing or other standards and other requirements required by Federal or State laws or regulations and ordinances of the city and county in which the services and/or care is provided for the duration of this contract period. If the SERVICE PROVIDER fails to do so, ALG AAA may terminate this Contract immediately.
   D. Establish a system through which recipients of the services may present grievances about the operation of the program as it pertains to and affects said recipient. SERVICE PROVIDER shall notify each client and applicant in writing that:
      (a) Clients and applicants have the right to present the ALG AAA with their grievances about: (1) denial of services covered by this Contract (2) exclusion from a program covered by this Contract; or (3) inadequacies or inequities in the programs and services provided under this Contract; and
      (b) If the ALG AAA denies a grievance request about the services provided under this Contract or if the ALG AAA fails to respond to a grievance in a timely fashion, the client or applicant may contact in writing, DHS/DAAS’ Representative Clark Staley at 195 North 1950 West, Salt Lake City, UT 84116. The Representative will attempt to resolve the grievance. If the client or applicant is dissatisfied with the Representative’s response, the client or applicant may file a written appeal to the Director of DHS/DAAS,
and the Director shall respond to the appeal in writing within 30 working days. If the applicant or client is dissatisfied with the Director’s decision, the client or applicant may request a hearing before the DHS Office of Administrative Hearings (“OAH”). This hearing request must be filed with OAH within ten (10) working days of receiving the DHS/DAAS Director’s written decision. If OAH finds that the client or applicant’s request is supported by applicable law, OAH may order the Local Agency or DHS to remedy the problem addressed in the grievance.

E. Safeguard any information concerning any recipients of service under this Contract from use or disclosure for any purpose not directly connected with the administration of ALG AAA or the SERVICE PROVIDER responsibilities with respect to services under this contract, except on written consent of the recipient, his attorney, or responsible guardian.

F. Follow and enforce the Department of Human Services Code of Conduct. The SERVICE PROVIDER will assure that each employee or volunteer receives a current copy of the Code of Conduct (Attachment E). The SERVICE PROVIDER shall retain in each employee or volunteer’s file a signed and dated statement (Attachment G) in which that person certifies that he or she has read and understood the Code of Conduct and will comply with it. Annually the SERVICE PROVIDER shall obtain a copy of the current DHS Provider Code of Conduct poster (Attachment F). The SERVICE PROVIDER shall prominently display the poster where its employees and volunteers can see it.

G. 1. ALG AAA and SERVICE PROVIDER are governmental entities of the State of Utah, and subject to the Utah Governmental Immunity Act, therefore no indemnification is required, and ALG AAA, SERVICE PROVIDER, and DHS shall each be responsible for their own actions and defense of any claims or suits to the extent required by the Act. Nothing in this Contract shall be construed as a waiver by any party to this Contract 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 of this Contract is entitled.

2. The SERVICE PROVIDER shall comply with the Utah Workers’ Compensation Act to provide workers’ compensation coverage for their employees.

3. The SERVICE PROVIDER has no right of subrogation or contribution from the State, DHS, or ALG AAA, for any judgment rendered against the SERVICE PROVIDER.

H. Impose no fees upon any qualified program participant (as defined in this contract and all its attachments) given services under this contract.

I. Submit, as part of this contract, a comprehensive line item budget to include all anticipated expenditures, sources and amounts of revenue pertaining to programmatic area(s) of this contract. Assure that the following minimum percentages of Fed/State dollars under Soc & Rec are spent: 8% Access Services (transportation, outreach, information, and referral), 8% In-Home services (homemaker and home health aide, visiting and telephone reassurance, and chore services, and maintenance and support services), and 2% Legal assistance.
J. Maintain a Fiscal Management System, including books of account, records, documents and other evidence, along with accounting procedures sufficient to manage all income and expenditures and properly reflect all allowable costs of whatever nature claimed for the performance of this contract. This fiscal management system will assure that multiple funding sources will not be billed in excess of the established costs of services for a client or group of clients.
K. Provide at least $4,435.00 in cash or in allowable in-kind to Match Federal and/or State funds.
L. Make every reasonable effort to locate, solicit, and obtain local, client fees and/or contributions, third party and other fiscal resources.
M. Computer Compliance and Business Continuity Plan: The SERVICE PROVIDER acknowledges that they have developed a "business continuity plan" in the event that any emergency impacts their operations, including but not limited to, failures in their systems or systems for which they have no control. Business Continuity Plan: The business continuity plan, as used in this part, means a plan in which the primary goal is to protect the safety and health of clients who are receiving services through the SERVICE PROVIDER. The secondary goal of the business continuity plan is to continue to operate the SERVICE PROVIDERS critical functions/processes during or following the emergency once the SERVICE PROVIDER has provided for the health and safety of its clients. SERVICE PROVIDER will comply with all plan requirements found in The DHS Contract: Part I. Section B: 3. Emergency Management and Business Continuity Plan
N. Performance Measures and Client Outcomes: The SERVICE PROVIDER agrees to cooperate with all of the ALG AAA; DHS and DHS/DAAS-initiated client or customer feedback activities described in The DHS Contract: Part III.

3. MUTUALLY AGREED THAT:
A. The total amount of funds in this contract are subject to review and possible adjustment (depending upon funding source(s) anytime after the close of the first quarter).
ATTACHMENT C
SERVICE OBJECTIVES
Scope of Work and Special Conditions

1. **Eligibility Categories**: The clients served under this Contract are in the following eligibility categories: Category: Area Agency Pass Thru Code: AA

2. **Eligibility Determination**: The SERVICE PROVIDER (County) will determine the clients eligibility for the services provided under this Contract.

3. **Description of the Services or Supports to be Provided Under this Contract**: The SERVICE PROVIDER will provide the services identified in the Southeastern Utah FY 2012 Area Agency on Aging Plan, the terms of which are incorporated herein by reference. This plan is maintained by Southeastern Utah Area Agency on Aging, Box 1106, Price, UT 84501.

4. **Population to be Served**: For Older Americans Act Programs: Individuals 60 years of age and older (including spouse of any age) with social or economic need, targeting low income minorities. For United States Department of Agriculture Cash-In-Lieu: Individuals 60 years of age and older (including spouse of any age). The Home and Community-Based/Alternatives Services Program: Individuals 18 years of age and older who meet income/asset tests are provided an array of services which enable them to live in their own homes. Individual's expenses should not exceed $750.00 per month unless a waiver is submitted and approved. The Respite Care Program: Caregivers of individuals who are suffering chronic long-term illnesses or conditions are provided intermittent and time-limited relief from caregiving responsibilities.

5. **Treatment of Service Requirements**: The SERVICE PROVIDER shall provide personal assistance, standby assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living:
   a. Persons having difficulty with preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.
   b. Provide a means of transportation for a person who requires help in going from one location to another.
   c. Provide a program to promote better health by providing accurate and culturally sensitive nutrition and physical fitness programs.
   d. Persons having difficulty eating, dressing, bathing, toileting and transferring in and out of bed.
   e. Provide personal care for dependent individuals in a supervised protective, congregate setting during some portion of a 24-hour day.
   f. Provide eligible clients at a nutrition site, senior center or other congregate setting a meal that complies with the Dietary Guidelines for Americans.
   g. Provide eligible clients, at the client’s place of residence, a meal which complies with the Dietary Guidelines of Older Americans Act.

6. **SERVICE PROVIDER Qualifications**: The SERVICE PROVIDER shall establish and maintain
7. Documentation Requirements: On a monthly, quarterly, and annual basis the SERVICE PROVIDER shall provide Outcome System Data information and Information System Data to Southeastern Utah AAA. The SERVICE PROVIDER shall also cooperate with any Southeastern Utah AAA requests for special studies or research requested. The SERVICE PROVIDER shall maintain records consisting of the individual’s name, services provided, the names of the service providers that provided each service and the amount charged for each service.

8. Home Care Programs:
   a. Monies allocated by the ALG AAA from State general funds for the In-Home/Alternatives will be spent only for costs incurred in the State-supported home care programs, including administration, case management, and service costs. Up to 25% of total program expenditures for the fiscal year will be allowable for administrative costs for each program. Reallocated dollars must be used for service costs which include case management.
   b. Ten percent (10%) of the fees/collections received during the contract year may be carried over into the next contract year, but must be expended during the first quarter of the new contract year for individuals receiving in-home support services. All fees/collections must be reported as a separate line item on the Quarterly reports; all such income will be considered as program revenue.

9. Minimum Percentage: The SERVICE PROVIDER will assure that the required minimum percentage of the Title IIIB and State Service funds will be expended for the delivery of each of the following categories of service: eight percent (8%) for access services (transportation, outreach, and information and referral), eight percent (8%) for in-home services (homemaker and home health aide, visiting, telephone reassurance, chore maintenance, supportive services for families of frail elderly people including victims of Alzheimer’s disease and related disorders with neurological and organic brain dysfunction and their families), and two percent (2%) for legal assistance.

10. Waiver of Minimum Percentage: The SERVICE PROVIDER may apply for a waiver of the expenditure of the required minimum percentage for the delivery of each of the categories of service specified above. If the SERVICE PROVIDER does not expend the required minimum percentage by the end of the Fiscal Year, these expended funds will be reallocated to the agencies who did meet the expenditure level. These funds will be distributed in the next Fiscal Year, utilizing the funding formula and must be expended in the category they were originally designated.
COUNTY: Grand

I. ACCESS:
   A. Transportation 3,000
   B. Outreach 150
   C. Information/Referral 2,000
   D. Escort 250

II. IN-HOME:
   A. Friendly Visitor 9,500
   B. Telephone Reassurance 300

III. LEGAL: 25

IV. SUPPORTIVE SERVICES:
   A. Assessment/Screening 1,500
   B. Education 225
   C. Recreation 2,600
   D. Shopping 150

V. VOLUNTEER ACTIVITIES:
   A. Volunteers 35
   B. Volunteer Hours 2,000

VI. CONGREGATE MEALS:
   A. Meals Served 14,500

VII. HOME DELIVERED MEALS:
   A. Meals Served 21,500
The Department of Human Services promulgates this rule pursuant to the rulemaking authority granted in Section 62A-1-111.

R495-876-2. Statement of Purpose.
(1) The Department of Human Services ("DHS") adopts this Code of Conduct to:
(a) Protect its clients from abuse, neglect, maltreatment and exploitation; and
(b) Clarify the expectation of conduct for DHS Providers and their employees and volunteers who interact in any way with DHS clients, DHS staff and the public.
(2) The Provider shall distribute a copy of this Code of Conduct to each employee and volunteer, regardless of whether the employees or volunteers provide direct care to clients, indirect care, administrative services or support services. The Provider shall require each employee and volunteer to read the Code of Conduct and sign a copy of the attached "Certification of Understanding" before having any contact with DHS clients. The Provider shall file a copy of the signed Certificate of Understanding in each employee and volunteer's personnel file. The Provider shall also maintain a written policy that adequately addresses the appropriate treatment of clients and that prohibits the abuse, neglect, maltreatment or exploitation of clients. This policy shall also require the Provider's employees and volunteers to deal with DHS staff and the public with courtesy and professionalism.
(3) This Code of Conduct supplements various statutes, policies and rules that govern the delivery of services to DHS clients. The Providers and the DHS Divisions or Offices may not adopt or enforce policies that are less-stringent than this Code of Conduct unless those policies have first been approved in writing by the Office of Licensing and the Executive Director of the Utah Department of Human Services. Nothing in this Code of Conduct shall be interpreted to mean that clients are not accountable for their own misbehavior or inappropriate behavior, or that Providers are restricted from imposing appropriate sanctions for such behavior.

Providers shall not abuse, neglect, exploit or maltreat clients in any way, whether through acts or omissions or by encouraging others to act or by failing to deter others from acting.

(1) "Client" means anyone who receives services from DHS or from a Provider pursuant to an agreement with DHS or funding from DHS.
(2) "DHS" means the Utah Department of Human Services or any of its divisions, offices or agencies.
(3) "Domestic-violence-related child abuse" means any domestic violence or a violent physical or verbal interaction between cohabitants in the physical presence of a child or having knowledge that a child is present and may see or hear an act of domestic violence.
(4) "Emotional maltreatment" means conduct that subjects the client to psychologically destructive behavior, and includes conduct such as making demeaning comments, threatening harm, terrorizing the client or engaging in a systematic process of alienating the client.

(5) "Provider" means any individual or business entity that contracts with DHS or with a DHS contractor to provide services to DHS clients. The term "Provider" also includes licensed or certified individuals who provide services to DHS clients under the supervision or direction of a Provider. Where this Code of Conduct states (as in Sections III-VII) that the "Provider" shall comply with certain requirements and not engage in various forms of abuse, neglect, exploitation or maltreatment, the term "Provider" also refers to the Provider's employees, volunteers and subcontractors, and others who act on the Provider's behalf or under the Provider's control or supervision.

(6) "Restraint" means the use of physical force or a mechanical device to restrict an individual's freedom of movement or an individual's normal access to his or her body. "Restraint" also includes the use of a drug that is not standard treatment for the individual and that is used to control the individual's behavior or to restrict the individual's freedom of movement.

(7) "Seclusion" means the involuntary confinement of the individual in a room or an area where the individual is physically prevented from leaving.

(8) "Written agency policy" means written policy established by the Provider. If a written agency policy contains provisions that are more lenient than the provisions of this Code of Conduct, those provisions must be approved in writing by the DHS Executive Director and the Office of Licensing.


(1) "Abuse" includes, but is not limited to:
   (a) Harm or threatened harm, to the physical or emotional health and welfare of a client.
   (b) Unlawful confinement.
   (c) Deprivation of life-sustaining treatment.
   (d) Physical injury, such as contusion of the skin, laceration, malnutrition, burn, fracture of any bone, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a client's health or welfare.
   (e) Any type of unlawful hitting or corporal punishment.
   (f) Domestic-violence-related child abuse.
   (g) Any Sexual abuse and sexual exploitation including but not be limited to:
       (i) Engaging in sexual intercourse with any client.
       (ii) Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.
       (iii) Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.
       (iv) Engaging a client as an observer or participation in sexual acts.
       (v) Employing, using, persuading, inducing, enticing or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or
engaging in sexual or simulated sexual conduct with a client.

   (vi) Committing or attempting to commit acts of sodomy or molestation with a client.

(2) "Neglect" includes but is not limited to:

(a) Denial of sufficient nutrition.

(b) Denial of sufficient sleep.

(c) Denial of sufficient clothing, or bedding.

(d) Failure to provide adequate client supervision; including situations where the
    Provider's employee or volunteer is a sleep or ill on the job, or is impaired due to the use
    of alcohol or drugs.

(e) Failure to provide care and treatment as prescribed by the client's services, program
    or treatment plan, including the failure to arrange for medical or dental care or treatment as
    prescribed or as instructed by the client's physician or dentist, unless the client or the Provider
    obtains a second opinion from another physician or dentist, indicating that the originally-
    prescribed medical or dental care or treatment is unnecessary.

(f) Denial of sufficient shelter, where shelter is part of the services the Provider is
    responsible for providing to the client.

(g) Educational neglect (i.e. willful failure or refusal to make a good faith effort to ensure
    that a child in the Provider's care or custody receives an appropriate education).

(3) "Exploitation" will include but is not limited to:

(a) Using a client's property without the client's consent or using a client's property in a
    way that is contrary to the client's best interests, such as expending a client's funds for the
    benefit of another.

(b) Making unjust or improper use of clients or their resources.

(c) Accepting gifts in exchange for preferential treatment of a client or in exchange for
    services that the Provider is already obliged to provide to the client.

(d) Using the labor of a client for personal gain.

(e) Using the labor of a client without paying the client a fair wage or without providing
    the client with just or equivalent non-monetary compensation, except where such use is
    consistent with standard therapeutic practices and is authorized by DHS policy or the Provider's
    contract with DHS.

(i) Examples:

(A) It is not "exploitation" for a foster parent to assign an extra chore to a foster child who
    has broken a household rule, because the extra chore is reasonable discipline and teaches the
    child to obey the household rules.

(B) It is not "exploitation" to require clients to help serve a meal at a senior center where
    they receive free meals and are encouraged to socialize with other clients. The meal is a non-
    monetary compensation, and the interaction with other clients may serve the clients' therapeutic
    needs.

(C) It is usually "exploitation" to require a client to provide extensive janitorial or
    household services without pay, unless the services are actually an integral part of the
    therapeutic program, such as in "clubhouse" type programs that have been approved by DHS.

(4) "Maltreatment" includes but is not limited to:

(a) Physical exercises, such as running laps or performing pushups, except where such
    exercises are consistent with an individual's service plan and written agency policy and with the
individual's health and abilities.

(b) Any form of Restraint or Seclusion used by the Provider for reasons of convenience or to coerce, discipline or retaliate against a client. The Provider may use a Restraint or Seclusion only in emergency situations where such use is necessary to ensure the safety of the client or others and where less restrictive interventions would be ineffective, and only if the use is authorized by the client's service plan and administered by trained authorized personnel. Any use of Restraint or Seclusion must end immediately once the emergency safety situation is resolved. The Provider shall comply with all applicable laws about Restraints or Seclusions, including all federal and state statutes, regulations, rules and policies.

(c) Assignment of unduly physically strenuous or harsh work.

(d) Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements as a means of punishment.

(e) Group punishments for misbehaviors of individuals.

(f) Emotional maltreatment, bullying, teasing, provoking or otherwise verbally or physically intimidating or agitating a client.

(g) Denial of any essential program service solely for disciplinary purposes.

(h) Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes.

(i) Requiring the individual to remain silent for long periods of time for the purpose of punishment.

(j) Extensive withholding of emotional response or stimulation.

(k) Denying a current client from entering the client's residence, where such denial is for disciplinary or retaliatory purposes or for any purpose unrelated to the safety of clients or others.

R495-876-6. Provider's Compliance with Conduct Requirements Imposed by Law, Contract or Other Policies.

In addition to complying with this Code of Conduct, the Provider shall comply with all applicable laws (such as statutes, rules and court decisions) and all policies adopted by the DHS Office of Licensing, by the DHS Divisions or Offices whose clients the Provider serves, and by other state and federal agencies that regulate or oversee the Provider's programs. Where the Office of Licensing or another DHS entity has adopted a policy that is more specific or restrictive than this Code of Conduct, that policy shall control. If a statute, rule or policy defines abuse, neglect, exploitation or maltreatment as including conduct that is not expressly included in this Code of Conduct, such conduct shall also constitute a violation of this Code of Conduct. See, e.g., Title 62A, Chapter 3 of the Utah Code (definition of adult abuse) and Title 78A, Chapter 6 and Title 76, Chapter 5 of the Utah Code (definitions of child abuse).

R495-876-7. The Provider's Interactions with DHS Personnel and the Public.

In carrying out all DHS-related business, the Provider shall conduct itself with professionalism and shall treat DHS personnel, the members of the Provider's staff and members of the public courteously and fairly. The Provider shall not engage in criminal conduct or in any fraud or other financial misconduct.

If a Provider or its employee or volunteer fail to comply with this Code of Conduct, DHS may impose appropriate sanctions (such as corrective action, probation, suspension, disbarment from State contracts, and termination of the Provider's license or certification) and may avail itself of all legal and equitable remedies (such as money damages and termination of the Provider's contract). In imposing such sanctions and remedies, DHS shall comply with the Utah Administrative Procedures Act and applicable DHS rules. In appropriate circumstances, DHS shall also report the Provider's misconduct to law enforcement and to the Provider's clients and their families or legal representatives (e.g., a legal guardian). In all cases, DHS shall also report the Provider's misconduct to the licensing authorities, including the DHS Office of Licensing.


(1) Duty to Protect Clients' Health and Safety. If the Provider becomes aware that a client has been subjected to any abuse, neglect, exploitation or maltreatment, the Provider's first duty is to protect the client's health and safety.

(2) Duty to Report Problems and Cooperate with Investigations. Providers shall document and report any abuse, neglect, exploitation or maltreatment as outlined in this Code of Conduct, and they shall cooperate fully in any investigation conducted by DHS, law enforcement or other regulatory or monitoring agencies.

(a) Except as provided in subsection (b) below, Providers shall immediately report abuse, neglect, exploitation or maltreatment by contacting the local Regional Office of the appropriate DHS Division or Office. During weekends and on holidays, Providers shall make such reports to the on-call worker of that Regional Office.

(i) Providers shall report any abuse or neglect of disabled or elder adults to the Adult Protective Services intake office of the Division of Aging and Adult Services.

(ii) The Provider shall make all reports and documentation about abuse, neglect, exploitation, and maltreatment available to appropriate DHS personnel and law enforcement upon request.

(b) Providers shall document any client injury (explained or unexplained) that occurs on the Providers' premises or while the client is under the Provider's care and supervision, and the Provider shall report any such injury to supervisory personnel immediately. Providers shall cooperate fully in any investigation conducted by DHS, law enforcement or other regulatory or monitoring agencies. If the client's injury is extremely minimal, the Provider has 12 hours to report the injury. The term "extremely minimal" refers to injuries that obviously do not require medical attention (beyond washing a minor wound and applying a band-aid, for example) and which cannot reasonably be expected to benefit from advice or consultation from the supervisory personnel or medical practitioners.

(i) Example: If a foster child falls off a swing and skins her knee slightly, the foster parent shall document the injury and report to the foster care worker within 12 hours.

(ii) Example: If a foster child falls off a swing and sprains or twists her ankle, the foster parent shall document the injury and report it immediately to supervisory personnel because the supervisor may want the child's ankle X-rayed or examined by a physician.

(3) Duty to Report Fatalities and Cooperate in Investigations and Fatality Reviews. If a DHS client dies while receiving services from the Provider, the Provider shall notify the
supervising DHS Division or Office immediately and shall cooperate with any investigation into the client’s death. In addition, some Providers are subject to the Department of Human Services' Fatality Review Policy. (See the "Eligibility" section of DHS Policy No. 05-02 for a description of the entities subject to the fatality review requirements. A copy of the policy is available at the DHS web site at: http://www.hspolicy.utah.gov) If the Provider is subject to the Fatality Review Policy, it shall comply with that policy (including all reporting requirements) and the Provider shall cooperate fully with any fatality reviews and investigations concerning a client death.

(4) Duty to Display DHS Poster. The Provider shall prominently display in each facility a DHS poster that notifies employees of their responsibilities to report violations of this Provider Code of Conduct, and that gives phone numbers for the Regional Office or Intake Office of the relevant DHS Division(s). Notwithstanding the foregoing, if the Provider provides its services in a private home and if the Provider has fewer than three employees or volunteers, the Provider shall maintain this information in a readily-accessible place but it need not actually display the DHS poster. DHS shall annually provide the Provider with a copy of the current DHS poster or it shall make the poster available on the DHS web site:

KEY: social services, provider conduct*
Date of Enactment or Last Substantive Amendment: August 26, 2008
Notice of Continuation: August 10, 2011
Authorizing, and Implemented or Interpreted Law: 62A-1-110; 62A-1-111
ATTACHMENT F:

Dept. of Human Services Code of Conduct Poster
ATTACHMENT G:

Dept. of Human Services Provider Code of Conduct
Certificate of Understanding and Compliance
# Agenda Summary
## Grand County Council Meeting
### November 6, 2019

**Agenda Item: CC**

<table>
<thead>
<tr>
<th>Title:</th>
<th>Approving proposed Letter of Support for Dr. Lauren Prest and Moab Regional Hospital's application for Grants for the Benefit of Homeless Individuals (GBHI)</th>
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<tr>
<td>Fiscal Impact:</td>
<td>None</td>
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<tr>
<td>Presenter(s):</td>
<td>Jaylyn Hawks</td>
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**Recommendation:**
Motion to approve the proposed Letter of Support for Dr. Lauren Prest and Moab Regional Hospital's application for Grants for Benefit of Homeless Individuals (GBHI) and authorize the Chair to sign all associated documents.

**Background:**
The purpose of this grant program is to support the development and/or expansion of local implementation of a community infrastructure that integrates substance use disorder treatment, housing services and other critical services for individuals (including youth) and families experiencing homelessness. Initially the grant will help to build and sustain a collaborative grant manager to work toward greater grant sustainability longer term, provide increased programming support for organizations working on homelessness and housing insecurity issues, build a website with a patient care portal for sharing resources across organizations and tracking clients/patients in need to avoid duplication and ensure follow through, create opportunities for improving access to addiction treatment. Potential partnerships include the Free Health Clinic, Seekhaven, Moab Solutions, Four Corners, Multicultural Center, and the Housing Authority.

**Attachments:**
- Proposed Letter of Support
November 6, 2019

Dr. Sandra Sulzer  
Assistant Professor of Health and Wellness  
Department of Kinesiology & Health Science and Cooperative Extension  
Utah State University

Dear Dr. Sandra Sulzer,

Grand County Council is comprised of 7 elected officials who govern the legislative body of Grand County, UT. We write collectively in support of Moab Regional Hospital and their community partners’ application for the Grant for the Benefit of Homeless Individuals to reduce health and housing disparities in our county. We also attest to the need for increased resources related to homelessness and housing insecurity, addiction and mental health issues in our area.

Grand County, and Moab in particular, is a unique place in Utah. We have a very resilient and proactive community, but we are removed from the resources of larger communities and we serve many, surrounding populations. The natural beauty and striking landscape of our area draws roughly 3 million tourists annually, which means our infrastructure is also supporting many more people than appear in any census data. Our citizens struggle with high costs of living that push many receiving relatively average wages into poverty (23.4% of people and 30.3% of children compared to state levels 11.0% people and 12.5% children). Homelessness is a persistent problem and there are many living in homeless camps, in their cars, or relying on day to day outreach efforts. Additionally, Moab and its surrounding areas contain a strikingly high proportion of heavy alcohol and drug users, which sets it apart from many other counties in Utah and across the nation. Alcohol, methamphetamine and opioids are the most frequently used in our county. Children report very young first exposures to substances and by the time they are in high school nearly 50% of high school students report using alcohol and marijuana, compared with approximately 25% at the state level. This is no surprise since our region’s adults have higher rates of problematic drinking than anywhere else in our state (7.2% vs 4%). Furthermore, Utah ranks among a minority of states with the highest rates of severe mental illness. According to the latest community profile from the Utah Department of Health, Grand County has a suicide rate 7 points higher than the state average (22.40), and Moab nearly 10 points higher (31.95).

Our county’s mental health and addiction problems are intricately intertwined with stable housing issues. We believe the Grant for the Benefit of Homeless Individuals could offer a road toward offering more robust, collaborative and sustainable resources to address these problems.

Thank you for considering this attestation of need and letter of support!

Sincerely,

Evan Clapper  
Grand County Council Chair
Ground Lease Agreement at Canyonlands Field between [H&L Hangar LLC] and Grand County

This Ground Lease Agreement (this “Lease”), is made and entered into as of July 19th, 2016, by and between Grand County, a municipality of the State of Utah herein referred to as “County” and [H&L Hangar LLC; Keith MacBeth and Clint MacBeth officers], hereinafter referred to as “Tenant”.

WITNESSETH. County hereby leases and lets to Tenant and Tenant hereby rents from County the premises (hereinafter referred to as “Premises”) located on Canyonlands Field (hereinafter referred to as “Airport”) consisting of (96ft’x40ft’) 3840 square feet, more or less, as more particularly described in Exhibit “A” attached hereto.

1. TERM.

The term of this lease shall be for a period of [18.9] years commencing on [November 6, 2019] and shall expire at midnight on [October 15, 2038]. Tenant shall have the option to renew the term of this lease one (1) time for five (5) additional years as per Article 30 of this Lease.

2. RENT.

(A) Tenant agrees to pay County during the term of this Lease an annual rent of $883.20, payable in advance upon the execution of this Lease and on [January 1st of each year] or [the annual anniversary of the date first set forth above]. The annual rent payable under this Lease is subject to adjustment and shall be calculated by multiplying the square footage of the Premises times the Base Rate established by County from time-to-time. For purposes of this Lease, the “Base Rate” shall mean the rate established by County and published in the Airport fee schedule. The published Base Rate as of the date of this Lease is [$0.23] per square foot per year. The annual rental installment for any fractional year shall be prorated for any partial year during the term of this Lease. Tenant shall have exclusive use of the Premises during the term of this Lease subject to the terms and conditions herein set forth. Installments of annual rent due pursuant to this Lease shall be remitted to: County Clerk, 125 East Center, Moab, Utah 84532.

(B) Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late charge equal to ten percent (10%) of the total said delinquent installment of rent or other fee. Any payments past due more than sixty (60) days shall also have interest added thereon at the rate of twenty percent (20%) per annum.

(C) Tenant acknowledges and agrees that the annual rent due pursuant to this Lease shall increase in accordance with increases in the Base Rate, as established by County from time-to-time (but not more frequently than annually), which increases are anticipated to be not less than the aggregate increase in the CPI Index. As used herein, the “CPI” shall mean the Consumer Price Index - all urban consumers, west region all items (1982-1984 = 100) issued by the Bureau of Labor Statistics. In no event shall annual rent decrease. In addition, in no case shall square footage cost be less than the initial Base Rate per square foot set forth above.

3. USES AND PRIVILEGES OF TENANT

(A) Tenant shall use the Premises solely for the construction, operation, repair and maintenance of a private aircraft hangar or other similar structure intended and used for: a. the storage of private aircraft and related tools and equipment, and/or
b. the storage or aircraft for the operation of a licensed business, and/or
c. the operation of an aviation-related business.

(B) Tenant is hereby granted during the term of this Lease a revocable license to use, in
common with others similarly authorized, all Public Airport Facilities and improvements
which are now or may hereafter be connected with or appurtenant to the Airport, except
as hereinafter provided. As used herein, the term "Public Airport Facilities" shall
include, but not necessarily be limited to, approach areas, runways, taxiways, public
aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities
appurtenant to the Airport.

(C) Tenant is hereby granted during the term of this Lease the right to pedestrian and
vehicular ingress to and egress from the Premises over and across public roadways
serving the Airport for Tenant, its employees, representatives, agents, patrons, guests
and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and
regulations as now or may hereafter have application at the Airport. It is understood and
agreed that County hereby retains the right of ingress and egress over, through and
across the Premises at any time for purposes of inspection and such other needs as
County may have in connection with the operation of the Airport.

(D) Tenant hereby acknowledges and agrees to meet any minimum standards established by
County related to the construction of a hangar or other similar structure on the Premises
and to abide by and follow such rules and regulations for the Airport as established,
adopted or amended by County from time-to-time and that this Lease this Lease is
subordinate to any and all such standards, rules and regulations.

(E) County reserves for itself, its successors and assigns, the right to prevent any use of the
Premises which would interfere with aircraft landing on or taking off from the Airport and
the right to prevent any other use of the Premises or the Airport that would constitute an
airport hazard.

4. SIGNS

(A) Tenant shall not, without the prior written approval of County, erect or display any sign on
the Airport, the Premises or any hangar or other structure constructed thereon. The term
"sign" as used herein, shall mean advertising signs, billboards, identification signs or
symbols, posters or other similar devices.

(B) Prior to erection, construction or placing of any sign on the Airport, the Premises or any
hangar or other structure constructed thereon, Tenant shall submit to County for
approval, drawings, sketches, and dimensions of such signs which shall be in
accordance with duly adopted Airport Sign Standards or any applicable standards in
County’s Land Use Code. Any conditions, restrictions, or limitations with respect to the
use of such signs as are stated by County in writing shall become conditions of this
Lease.

5. IMPROVEMENTS

(A) Tenant shall have the right to construct a private aircraft hangar on the Premises as
described in ‘Exhibit A’. All construction plans and specifications for any future
remodeling, including site work such as ramp access, shall conform in all respects to the
architectural requirements of County ordinances, building codes and regulations of
County and such other authority as may have jurisdiction over the Premises or Tenants
operations thereon. Prior to any construction, Tenant shall have a geo-technical
engineer prepare a soil report. Tenant shall submit the soil report to County for approval,
together with plans, drawings, sketches designs and specifications for all construction
activity on the Premises, including landscaping. Tenant shall ensure that all improvements constructed on the Premises shall be in accordance with the recommendations contained in the soil report and the plans and specifications approved by County. The approval given by County shall not constitute a representation or warranty as to such conformity with zoning laws, regulations or building codes; responsibility therefore shall at all times remain with Tenant.

(B) Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations, as amended from time to time, in the event any future structure or building is planned for Premises, or in the event of any modification or alteration of any future building or structure situated on the Premises. If Tenant fails to complete the construction of the improvements within a reasonable period after having commenced construction (not to exceed [N/A] months from the date Tenant commences construction of such improvements), Tenant shall, at its sole cost and expense, if requested by County, cause such incomplete improvements to be removed from the Premises.

(C) Prior to the construction of any improvements, and as a condition to obtaining County's approval of tenant's plans as set forth above, Tenant shall obtain and provide to County a security deposit, letter of credit, bond from a surety company acceptable to County, or other security acceptable to County (the "Deposit"). The Deposit shall be in an amount sufficient to cover the costs and expenses of removing the improvements from the Premises in the event Tenant fails to complete construction of the improvements and remove the same, and County will be entitled to apply the Deposit to such costs of removal. The Deposit shall not be released until construction of the improvements is complete.

6. TITLE TO PREMISES; TENANT FINANCING

(A) Upon the expiration or earlier termination of this Lease in accordance with its terms, all improvements to the Premises shall automatically vest in, revert to and become the sole property of County without compensation to, or requirement of consent or other act of Tenant and without the necessity of executing a deed, bill of sale, conveyance or other act or agreement of Tenant, and without any payment of any kind or nature by County to Tenant or to any other person, including any Leasehold Mortgagee (defined below) or other lender who has a lien against all or any portion of Tenant's interest in this Lease or in the said improvements. Tenant shall thereafter have no further rights thereto or interest therein, and shall make no representation or warranty to County with respect to the condition thereof; provided that such improvements shall be surrendered to Landlord in the condition in which Tenant is required to maintain them under this Lease, reasonable wear and tear excepted, and free and clear of all liens and encumbrances. Except as otherwise provided by this Lease, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements. Upon or at any time after the date of the expiration or earlier termination of this Lease in accordance with its terms, if requested by County, Tenant shall, without charge to County, promptly execute, acknowledge and deliver to County a deed and bill of sale (in form and content acceptable to County) which (i) conveys all of Tenant's right, title, and interest in and to the Premises and improvements; (ii) assigns all contracts designated by County, if any, relating to the operation, management or maintenance of the Premises or any part thereof; and (iii) conveys or assigns, as the case may be, all plans, records, registers, permits, and all other papers and documents which may be necessary or appropriate for the proper operation and management of the Premises.

(B) Tenant shall have a right to place a mortgage, deed of trust or other security interest (a "Leasehold Mortgage") on Tenant's interest in the improvements constructed by Tenant and Tenant's leasehold interest in the Premises. Such Leasehold Mortgage shall not
encumber County's fee interest in the Premises or County's reversionary interests in the improvements. Such Leasehold Mortgage shall be subject to the terms and conditions of this Lease and shall not modify any of the provisions of this Lease. In the event the holder of a Leasehold Mortgage (a “Leasehold Mortgagor”) seeks forecloses on the interests subject to the Leasehold Mortgage, County will recognize the purchaser at a foreclosure sale as the Tenant hereunder so long as such purchaser cures (i) any monetary defaults of any prior Tenant within thirty (30) days of such foreclosure, and (ii) all non-monetary defaults of Tenant within sixty (60) days of such foreclosure. Nothing herein shall permit a Leasehold Mortgagor or any purchaser at a foreclosure sale to remove any improvements from the Premises.

7. TAXES AND LICENSES

Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest, and regardless of whether Grand County is a party thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to Tenant's operations or use of the Premises at the Airport (hereinafter called “Impositions”). Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity of any Imposition and the extent of Tenant's liability therefore. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

8. NET LEASE

This Lease shall be without cost to County for the maintenance or operation of Premises. Tenant represents that Tenant has inspected the Airport, all its premises and facilities and that Tenant accepts the condition of the same and fully assumes all risks incident to the use thereof. It shall be the sole responsibility of Tenant to develop, maintain, repair and operate the entirety of the Premises and all improvements and facilities thereon at Tenant's sole cost and expenses.

9. REPAIR AND MAINTENANCE

(A) Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly. Tenant agrees to maintain the hangar and any and all other structures upon the Premises, as well as the landscaping adjacent to the hangar or other structure in a way that will reflect positively on the overall appearance of the Airport. County shall not be required to repair or maintain the Premises in any way. Tenant expressly waives the right to make repairs at the expense of County provided for in any statute or law now in effect or hereafter enacted.

(B) If Tenant fails to make any repairs or do any work required of it under the terms of this Lease within thirty (30) days after written notice of the need therefore has been given by County to Tenant, County may cause to be performed such work for the account and at the expense of Tenant. All sums so expended by County, together with twenty (20%) percent of cost for administration, shall be paid by Tenant to County on demand.

10. ALTERATIONS AND ADDITIONS

Tenant may install, place and erect upon the Premises any equipment, fixtures or other personal property related to use of the Premises in only those areas described in Exhibit “A”. Tenant may at any time and from time to time make such changes, alterations, and additions, structural or otherwise, to the Premises or such substitutions and replacements thereof as Tenant deems advisable; provided however, no such alterations, additions, installations, placement, erection or
changes exceeding $10,000.00 in cost shall be made without the prior written approval of County. All such alterations, additions, installations, placement, erections or changes shall be subject to Article 5 herein. All other fixtures, equipment and personal property, whether or not affixed or attached to the Premises, shall be and remain the property of Tenant and Tenant may remove the same from the Premises at any time during the term of this Lease. Tenant shall, at its own expense, repair any and all damage done to the structure by such removal. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.

11. UTILITIES

(A) Tenant agrees to pay all charges for electricity, water, sewer, trash removal and other utilities used by Tenant on the Airport at such rates as may be from time to time established by County or applicable service provider and County assumes no responsibility for such utilities.

(B) County will provide a utility easement for service lines to the Premises in a location acceptable to County. Tenant shall be solely responsible for bringing all utility lines to Premises and shall provide separate meters for each of Tenant’s utilities. County or future Airport tenants shall be able to connect to the utility lines that are installed by the Tenant without compensation.

12. FIRE EXTINGUISHERS

It is understood and agreed that Tenant will at its own expense install and maintain fire extinguishers or other fire suppression systems or equipment as is required by federal, state, and local laws. Said fire extinguishers and other equipment shall meet all applicable requirements, and shall be of such number and capacity as to adequately safeguard the Premises against fire hazards.

13. INDEMNIFICATION

County, its officers, representatives, agents and employees shall not be responsible or liable for, and Tenant agrees to indemnify, release and defend County, its officers, representatives, agents and employees from and against all claims, damages, expenses, liabilities and judgments: (a) for injury to persons, loss of life or damage to property occurring on the Premises (including property and officers, employees and agents of County); (b) arising from Tenant's operations and other use of the Premises or the Airport pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents). Tenant shall not be liable for damage or injury occasioned by the negligence of County, its designated agents, servants or employees. Tenant's liability under this paragraph shall be reduced by the proceeds from any insurance carried by Tenant to the extent that such proceeds are applied toward payment of such claims, damages, expenses, liabilities and judgments.

14. INSURANCE

(A) Throughout the term of this Lease, Tenant, at its sole cost and expense, shall provide and keep in force for the benefit of County and Tenant: (a) comprehensive [Commercial General Liability/Aviation Liability] insurance on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than two million dollars ($2,000,000.00) per occurrence; (b) Commercial Automobile Liability Insurance with limits no less than one million dollars ($1,000,000.00) per occurrence for bodily injury and property damage for owned, non-owned and hired vehicles used in the operation of
Tenant’s business, if any; (c) Workers’ Compensation Insurance as required by the State of Utah, with statutory limits, and (d) property insurance against all risks of loss to any tenant improvements, including any hangar or other structure constructed on the Premises, at full replacement cost with no coinsurance limits maintained. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Lease. Tenant shall provide Lessor with a Certificate of Insurance evidencing Tenant’s compliance with the requirements of this paragraph upon execution of this Lease.

(B) Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by County, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days’ prior written notice to County.

15. OBLIGATIONS OF COUNTY

(A) Clear Title.
County covenants and agrees that at the granting and delivery of this Lease it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same. County agrees that Tenant, upon paying the annual rent and other fees due hereunder and performing the other covenants and obligations of this Lease to be performed by Tenant, shall peaceably and quietly have, hold and enjoy the Premises for the full term of the Lease and as the same may be extended as hereinafter provided.

(B) Operation as Public Airport.
County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor’s Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.

(C) Approval of Plans.
In the review and approval of Tenant’s plans for construction, installation or modification of improvements or of subsequent alterations, as herein set forth, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.

(D) Maintenance of Airport.
County reserves the right to develop, improve, and maintain all Public Airport Facilities as County shall see fit. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently, close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore. Tenant understands and agrees that there may be
inconveniences caused by inclement weather and construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without Airport. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, signs or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

16. COUNTY'S RESPONSIBILITY TO TENANT'S PROPERTY

It is further understood and agreed that County assumes no responsibility for damage or loss that may occur to Tenant's property on the Premises, and the only obligation County assumes is that it will not negligently or willfully and intentionally damage the property of the Tenant.

17. DAMAGE OR DESTRUCTION

If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause, and this Lease is not terminated as hereinafter provided, Tenant shall remove the debris within sixty (60) days and restore the structure to a complete architectural unit within one (1) year. Should such damage or destruction (a) exceed $10,000.00 or (b) result from a cause not covered under standard extended coverage insurance, Tenant may, not later than sixty (60) days after the date of such damage or destruction, elect to terminate this Lease by giving notice to County, such termination to be effective not later than one hundred and twenty (120) days after the date of such damage or destruction. Tenant shall have the option to repair such damage or destruction and if Tenant elects to repair such damage or destruction, Tenant shall pay the excess over the insurance proceeds to complete such repair in conformance with Article 5. In the event of such damage or destruction, Tenant shall be entitled to all property salvaged from the Premises prior to the expiration of this Lease and if terminated, Tenant shall not be required to restore any structures on the Premises, but upon request from County, Tenant shall raze and remove all structures on the Premises and safely cap all utilities on the Premises within thirty (30) days of request. If this Lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction of abatement of rent.

18. RELOCATION OF PREMISES

(A) County may, to conform to the Master Plan for the Airport, at its option, relocate the Premises covered by this Lease to another part of the Airport upon sixty (60) days prior written notice to Tenant, at any time during the term of this Agreement; provided that such right to relocate shall not treat Tenant less favorably than other tenants of County similarly situated. At the time of such relocation, County shall purchase from Tenant at fair market value as determined by appraisal performed by a local appraiser acceptable to both Tenant and County, all fixed improvements on the Premises. In the event that the Premises is relocated, County shall provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access to airplanes, motor vehicles and pedestrians to and from the new structures, runways, taxiways, and from adjacent streets and sidewalks, and the Tenant may not surrender possession of the original structure until they have constructed a new structure or one (1) year after the purchase of the structure, whichever comes first. No termination, whether by County or Tenant, shall be effective until Tenant has received payment for structure as provided above.

(B) County shall also have the right upon (60) days prior written notice to Tenant, at any time during the term of this Lease or as the same may be extended, to make such minor alterations of the parking area as are reasonable, provided that (a) County shall not treat Tenant less favorably than other tenants of County similarly situated, (b) such alterations
shall be at no cost to Tenant, (c) no such alterations shall deprive Tenant of any portion of the Premises or any rights of use thereof as granted by this Lease. Upon such alterations, County agrees to furnish Tenant with a new plot plan and legal description and the rent under this Lease shall be reduced to the extent Tenant is deprived of the use or benefit of any portion of the Premises or of any rights under this Lease.

19. DEFAULT

If any one or more of the following events (herein called default) shall happen and be continuing, namely; (a) Tenant shall fail to pay annual rent or any other fee or other sum of money to County when the same is due and such failure continues for sixty (60) days after County has given Tenant written notice specifying the amount due; (b) Tenant shall file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code or Tenant shall make an assignment for the benefit of creditors; (c) an involuntary petition in bankruptcy against Tenant or petition or answer made by a person other than Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code is filed, or if a receiver is appointed having jurisdiction of the business property or assets of Tenant on the Premises and, in any such event, if Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days; or (d) if Tenant shall abandon or vacate the Premises for a period of sixty (60) days; then, in any such event, if Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days; or (d) if Tenant shall abandon or vacate the Premises for a period of sixty (60) days; then, in any such event, County shall have the immediate right to expel Tenant or any person, or persons occupying the Premises, with or without legal process, and in any such event, Tenant agrees to peaceably and quietly yield up and surrender the Premises to County.

20. CANCELLATION BY TENANT

This Lease shall be subject to cancellation by Tenant after the happening of one or more of the following events:

(A) The permanent abandonment of the Airport for general aviation.

(B) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon.

(C) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.

(D) The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Tenant of written notice to remedy the same. If the nature of the default is such that it cannot be cured within thirty (30) days, County shall be deemed to have cured such default if it, or its nominee, shall, within such thirty (30) day period, commence performance to cure default and thereafter diligently prosecute the same to completion.

(E) Tenant may exercise such right of termination by written notice to County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Annual rent and other fees due hereunder shall be payable only to the date of said termination.
21. RIGHTS UPON TERMINATION

Upon termination of this Lease for any reason, including expiration of the full term of said Lease, and any extensions or renewal, County may require Tenant to remove any structures Tenant has title to from the Premises. Said removal shall occur at Tenant’s expense and shall be complete, including the capping of all utility services as prescribed by County at time of removal. Removal shall be complete and acceptable to County within four (4) months from the date of termination of this Lease. If Tenant elects to remove said structure as per this paragraph, such removal shall not commence until the Tenant posts a bond with County in an amount to be mutually agreed upon, but in any case sufficient to indemnify County against any costs that might be incurred by County if Tenant shall for any reason fail to complete the removal of said structure and the cleanup of the Premises within four (4) months of said termination of this Lease.

22. NON-DISCRIMINATION

Tenant does also hereby agree to comply with the following provisions as required and amended from time to time by the FAA:

(A) The Tenant for himself, his personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the construction of any improvements on, over or under the Premises.

(B) Tenant shall use the Premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non Discrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and such provisions of said regulations as may in the future be amended.

(C) That in the event of failure to correct any breach of any of the non-Discrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, County shall have the right to terminate this Lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

23. SPONSOR'S ASSURANCES

This Lease shall be subordinate to the provisions of any existing or future agreements between County and the United States Government, relative to the operation and maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving Federal funds and provided that County agrees to give Tenant written notice in advance of execution of such agreements of any provisions which will modify the terms of this Lease.

24. RIGHT OF FLIGHT

Tenant understands and agrees that County reserves the right of flight for the passage of aircraft above the surface of the Premises in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereinafter used for navigation of or flight in the air; and that County reserves the right to use such airspace for landing at, taking off from or operating aircraft on or over said Airport.
25. NOTICE AND PLACE FOR PAYMENT OF FEES

Any notice or demand of any kind which County may be required to serve on Tenant under terms of this Lease, may be served upon Tenant (as an alternative to personal service upon Tenant) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

[H&L LLC]
[Keith MacBeth and Clint MacBeth – Officers]
[PO Box 995]
[Moab, UT 84532]
Phone: [435-259-5867]
Email: [info@skydivemoab.com]

Or at any other such place as Tenant may designate to County in writing. Any notice or demand of any kind which Tenant may be required or desire to serve upon County under terms of this Lease, may be served upon County (as an alternative to personal service upon County) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

Grand County Clerks/Auditor
125 East Center St
Moab, Utah 84532

Or at any other such place as County may designate to Tenant in writing. Fees shall be paid to County at the address set forth in this Article 2. No successor to County's interest shall be entitled to receive Fee payments until Tenant shall have been furnished with (a) a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent; and (b) a photo static copy of the deed or other instrument by which such interest passed.

26. BOARDS RIGHT TO INSPECT

Tenant agrees that County may inspect the Premises at any reasonable time with respect to fire prevention and to determine the use for which the Premises are being utilized. For this purpose, Tenant agrees to furnish designated County representative with access to Tenant’s hangar or other structures on the Leased Premises, and upon notice form County, correct any condition which constitutes a fire or health hazard or unauthorized use of the Premises.

27. HOLDING OVER

In the event Tenant shall hold over and remain in possession of the Premises after the expiration of the Lease, without any written renewal thereof, such holding over shall not operate as a renewal or extension of this Lease but shall only create a tenancy from month to month, which may be terminated at any time by County. Rent due during such period of holdover shall be 150% of the annual rent due for the year prior to the termination of this Lease.

28. COMPLIANCE WITH LAWS

Tenant agrees to abide by and conform to all of the Airport regulations, County policies, County ordinances, and actions by the Grand County Council, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Airport, whether now in effect or hereinafter enacted. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Airport. Tenant agrees that if it fails to correct violations of any such Airport rules and regulations, County policies, County Ordinances, actions by the County Council, State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from County, County may, in addition to any other remedies provided by law, statute or in equity, after
reasonable time and notice, cause such violations to be cured for the account and at the expense of Tenant, and all sums so expended by County together with twenty (20%) percent for cost of administration shall be paid by Tenant on demand or cause this Lease to be cancelled.

29. ASSIGNMENT AND SUBLetting

The Tenant shall not assign, transfer, sublet, pledge, hypothecate, surrender or otherwise encumber or dispose of this Lease or any estate created by this Lease or any interest in any portion of the same, or permit any other person, or persons, company or corporation to occupy the Premises without the prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld, conditioned or delayed.

30. RENEwAL OPTION

Tenant has option to renew this Lease one (1) time on the same terms and conditions for a period of five (5) additional years by giving notice in writing to County no less than thirty (30) days prior to the expiration of the Lease term.

31. COSTS AND ATTORNEYS’ FEES

The parties agree that in the event of default, the defaulting party agrees to pay all reasonable costs and attorney’s fees and expenses in enforcing this Lease. Any action commenced concerning the provisions of this Lease shall be in Grand County, Utah.

32. MISCELLANEOUS PROVISIONS

(A) The various rights and remedies herein contained and reserved to each of the parties, shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.

(B) Nothing herein contained nor any acts of the parties hereto shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that the relationship between the parties hereto is that of landlord and tenant.

(C) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.

(D) The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.

(E) All negotiations and oral agreements acceptable to both parties have been incorporated herein. This Lease may not be amended or modified by any act or conduct of any of the parties or by any oral agreement which is not reduced to writing.

(F) This Lease has been made in and shall be construed in with the laws of the State of Utah.
(G) All rights and obligations of the parties under this Lease shall bind and the benefits shall inure to their respective heirs, representatives, successors and assigns.

Witness the hands of the parties the day and year first above set forth.

ATTEST: ___________________________  ___________________________
        Keith MacBeth, (Officer)               Date

ATTEST: ___________________________  ___________________________
        Clint MacBeth, (Officer)               Date

ATTEST: ___________________________
        Evan Clapper, Grand County Council Chair  Date

ATTEST: ___________________________
        Chris Baird, County Clerk               Date
Attached: Exhibit “A” Description of Lease Area
Grand County
Job Description

Title: Permit/Floodplain Technician
Job Code: 1410
Division: Operations
Effective Date: 09/2017
Department: Building
Last Revised: 10/2019

GENERAL PURPOSE
Performs a variety of complex technical and administrative support duties related to accepting, processing, reviewing, and tracking building permits, citations, and violations; assists and informs the public in person or over the telephone on departmental policies, practices and procedures. Assists the FEMA Community/County Floodplain Administrator by maintaining records and issuing permits.

SUPERVISION RECEIVED
Works under the general supervision of the Chief Building Official/Floodplain Administrator.

SUPERVISION EXERCISED
None.

ESSENTIAL FUNCTIONS

Permit Technician: Performs technical and/or specialized duties that require application of a larger base of technical knowledge and skill in addition to standard office support skills. Sets up, maintains, and trains County/City employees and contractors in the use of iWorQ Systems web-based application; implements processes for recording and retrieving data from Permit Management and Code Enforcement modules of application; creates forms, letter, reports, and other relevant documentation based on data entered into database; acts as liaison between County/ City and iWorQ Systems.

Maintains permit information into iWorQ including retrieving old files, scanning pertinent documents, and transferring information. Provides basic information regarding processes, procedures, and requirements for obtaining planning, engineering, and building permits to the public, including homeowners, developers, and contractors in person and over the telephone utilizing established guidelines.

Routes plans to appropriate staff; labels and logs information into permit system; sets up files; tracks and monitors plan status; notified contractors, owners, developers, and engineers of plan status; issues building permits.

Maintains a working knowledge of technical and specialized rules, regulations, policies, procedures, and activities in order to direct questions and inquires related to such technical and specialized rules to the appropriate staff. Understands and assists with permit processing, building inspections, and plan review policies and procedures to ensure compliance with city ordinances and laws.

Accept and processes basic permit applications, plans, and supporting documents and assists higher level technical and professional staff with building, planning, and engineering permit processing; performs limited reviews of permit applications, plans, and supporting documents for completeness and compliance with legal standards and city requirements; routes information to professional staff; monitors permit working flow processes; issues completed permits following established guidelines. Calculates and reviews permit fees; report payment information to department, fiscal, or other records according to stand procedures.

Performs a variety of general administrative duties in support of the Building Department; assists the public; creates and modifies forms and reports; organizes and assembles document files building-related documents; maintains appointment calendars, including pre-application conferences, plan review, inspections, and other as assigned; answers variety of phone calls. Operates standard office equipment, including job-related computer hardware and software applications, facsimile equipment, and multi-line telephones.

Verifies contractor’s licenses; documents information in database. Interprets and explains policies and regulations accurately and tactfully to the public assisting with the completion of building permit applications; directs the public to various County/City departments for information and approvals necessary to apply for permits.

Performs administrative support duties to expedite various formal processes and functions. Helps prepare legal information for use by the County Attorney’s office. Tracks citations and violations files for timely action by department personnel. Assists Building Inspector with planning, participation registration, documentation distribution, and state reporting for contractor training courses provided by County.

Floodplain Technician: Issue permits for development in the community’s floodplain and enforce the requirements of the community Flood Damage Prevention Ordinance. Maintain records and documents that keep the community eligible to participate in the FEMA’s NFIP and Community Rating System (CRS).

Maintain community floodplain management files, the Flood Insurance Rate Map (FIRM) files, the Grand County floodplain management program documents, building permits, variances, FEMA map revisions for Letters of Map Change(s) (LOMC’s), elevation certificates (with original signature and seal) Maintain the Community Floodplain Management Reference Library.

Submit an annual report to the Grand County Floodplain Administrator concerning the community’s participation in the program, including, but not limited to the development and implementation of floodplain management measures.
MINIMUM QUALIFICATIONS

1. Education and Experience:
   A. Graduation from high school; AND
   B. Two (2) years of experience performing office management, administrative support or above or related duties; OR
   C. An equivalent combination of education and experience.

2. Knowledge, Skills and Abilities:
   Working knowledge of modern office practices and procedures; various office applications, i.e., MS Word, Excel, Publisher, etc. and database applications; website maintenance, work processing, spreadsheets, database implementation and filing; English composition, spelling, grammar, punctuation, etc.; interpersonal communication skills and telephone etiquette; building department protocols; current construction codes; basic drafting techniques, blueprints and related specifications; interpersonal communication skills.

   Some Skill in the art of diplomacy and cooperative problem solving; reading, writing, math and word processing; operation of various keyboard systems performing word processing, computerized file management, data base management, and spread sheet generation.

   Ability to interpret codes accurately and effectively; analyze permanent structures to determine conformity of established codes; communicate effectively verbally and in writing; follow written and verbal instructions; read and interpret plans and specifications; visualize completed projects in planning stages and estimate the end results; estimate quantity of materials accurately; perform advanced mathematical calculations; understand and explain provisions of applicable Federal, State, County, and County construction related codes and regulations; handle numerous tasks concurrently; maintain cooperative working relationships with engineers, architects, contractors and the general public; Make independent judgments and decisions and then effectively communicate those judgments and ideas to co-workers and the public; work under stressful conditions. Understand and follow oral and written instructions; operate and use modern office equipment including computer and computer programs; physically perform essential functions of the job.

3. Special Qualifications:
   Must possess a valid Utah Driver’s license.
   Must be or become within 12 months an International Code Council (ICC) certified Permit Technician.
   Must complete training in the National Flood Insurance Program (NFIP) with a possession of a Certified Floodplain Manager certificate, or will obtain and maintain such a Certificate within six (6) months of beginning employment.
   Must complete annual or periodic continuing education units (CEU’s) as needed to maintain certification(s).
   Must complete a twelve-month introductory/orientation period as a prerequisite to this position.
   Must successfully pass and maintain all requirements of criminal history background checks.
   Must successfully complete pre-employment drug screening.

4. Work Environment:
   Work includes sitting at a desk or table, waking, stooping and standing. Occasional lifting, carrying, pushing, pulling or otherwise moving objects weighing up to 30 pounds. Common eye, hand and finger dexterity is required to perform essential job functions. Work is potentially stressful, busy, and fast paced with extensive public contact. Work is performed in an office-type setting or other environmentally controlled room. Occasional travel maybe required for field work. On occasions, this employee must work with law enforcement and County Attorney staff in order to supply ordinance and code related information to staff in a precise and understandable manner.

*****

Disclaimer: The above statements describe the general nature, level, and type of work performed by the incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

I ______________________________________have reviewed the above job description. Date____________________________________

(Employee)
AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

NOVEMBER 6, 2019

TITLE: Rescinding the October 15, 2019 appointment of a temporary Justice Court Judge in favor of ratifying the service of David Tubbs, recently named as a "Senior Judge" by the Utah Administrative Office of the Courts and therefore eligible to serve until a Justice Court Judge is appointed by the County Council

FISCAL IMPACT: Nominal

PRESENTER(S): None (Consent Agenda Item)

MOTION: I move to rescind the October 15, 2019 appointment of temporary Justice Court Judge Steven Stream in favor of ratifying such services of David Tubbs who recently received the status of "Senior Judge" by the Utah Administrative Office of the Courts and is therefore eligible to serve until a Justice Court Judge is appointed.

BACKGROUND:
At the October 15th Council meeting, the Council appointed Emery County Justice Court Judge Steven Stream as a temporary judge for Grand County Justice Court until the County Council can make a more permanent appointment. You may recall that the Council is awaiting recommendations of top candidates for the more permanent position from the Justice Court Judge Nominating Commission who is in the process of interviewing applicants.

Although several attempts were made by the Human Resources Director to make Judge Stream aware of his temporary appointment and to negotiate proper compensation, Judge Stream has not responded despite having expressed interest in providing temporary service.

With David Tubbs’ retirement as Grand County Justice Court Judge, the temporary placement was to be in place on or before Wednesday, November 6th, which is the next court date.

With a lack of response from the out-of-county appointee combined with an elevated judgeship status of the retiring Grand County Justice Court Judge, and with time being of the essence, it is appropriate to ratify David Tubbs as the Senior Judge over Grand County Justice Court until such time that a more permanent judge is appointed.

ATTACHMENT(S):
1. Letter from the Administrative Office of the Courts (to be provided)
Ms. Dillon,

I was able to check in with my supervisor. Although the Board of Justice Court Judges has approved Judge Tubbs, the order is still pending with the Judicial Council. Please hold off on making him your temporary judge until the order gets approved. Please confirm that you have received this email. Thank you.

--
Amy Hernandez
Domestic Violence Program Coordinator
Justice Court Program Coordinator
Administrative Office of the Courts
450 S State Street
PO Box 140241
Salt Lake City, UT 84114-0241
E-mail: amymh@utcourts.gov
Phone: 801-578-3809
<table>
<thead>
<tr>
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<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
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</table>

- **October 2019**

  1. 10:00AM Joint CC/PC Workshop - development design standards (Council Chambers)
  2. 2:00PM CDBG - How to Apply (Grand Center - Conference Room)
  3. 3:00PM Moab Trail Project Steering Committee (Chambers)
  4. 8:30AM Chamber of Commerce (Zions Bank)
  5. 2:00PM Budget Workshop
  6. 11:00AM Housing Task Force (Library)
  7. 10:00AM Historical Preservation Commission (Grand Center)
  8. 12:00PM Change in Form of Gov't Study Committee Mtg (Chambers)

- **November 2019**

  9. 4:00PM Noxious Weed Control (Grand Center)
  10. 5:00PM Airport Board Meeting (Chambers)
  11. 5:30PM Mosquito Abatement District (District Office)
  12. 11:00AM Trail Mix (Grand Center)
  13. 2:00PM Conservation District (Hospital)
  14. 3:00PM Travel Council Advisory (Chambers)
  15. 5:00PM Planning Commission (Chambers)
  16. 5:30PM OSTA Advisory Committee (OSTA Conf. Room)
  17. 5:00PM Cemetery Maintenance (District Office)
  18. 6:00PM Transportation Special Service District (GC Road Shed)
  19. 11:00AM EMS SSD (EMS Training Center)
  20. 4:00PM Thompson Springs Special Service Fire District Mtg (Chambers)
  21. 4:05PM County Council Meeting (Chambers)

- **December 2019**

  22. 2:45PM Mental Health Board (Four Corners) (Green River)
  23. 5:00PM Health Board Meeting (Green River)
  24. 5:00PM Planning Commission (Chambers)
  25. 8:30AM Chamber of Commerce (Zions Bank)
  26. **Thanksgiving Holiday**
  27. **County Offices Closed**
<table>
<thead>
<tr>
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<th>Monday</th>
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<td>31</td>
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<td>3</td>
<td>4</td>
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</tbody>
</table>

**Christmas Holiday**
- **County Offices Closed**
  - 5:00PM Planning Commission (Chambers)
  - 8:30AM Chamber of Commerce (Zions Bank)
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOVEMBER</td>
<td></td>
</tr>
<tr>
<td>1-3</td>
<td>Scots on the Rocks</td>
</tr>
<tr>
<td>16</td>
<td>dead horse ultra</td>
</tr>
<tr>
<td>DECEMBER</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Winter Sun 10K</td>
</tr>
</tbody>
</table>
Employment Opportunities

**Canyonlands Field Airport Director**
Posted October 17, 2019 8:00 AM | Open Until Filled
Canyonlands Field Airport desires a highly qualified candidate to fill the Airport Director position in Moab, Utah. The Airport Director serves under the general supervision... [Full Description](#)
[Apply Online](#)

**GCSO-Food Services Asst. Mgr.**
Posted January 30, 2019 8:00 AM | Open Until Filled
Must Complete Sheriff’s Office Application Click Here to Download GENERAL PURPOSE
Performs a variety of duties assisting with the day-to-day supervisory... [Full Description](#)
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
November 6, 2019
Agenda Item: HH

Title: Discussion of new overnight accommodations standards: Maximum building and project sizes.

Fiscal Impact: N/A

Presenter(s): Zacharia Levine, Community and Economic Development Director

Stated Motion:
N/A – Discussion only. A straw poll vote may be appropriate.

Planning Commission Recommendation:
The planning commission recommends setting new density/scale standards for overnight accommodations (OA) developments when they are authorized through application of the Overnight Accommodations Overlay. The planning commission proposes standards that would limit the size of OA developments in the following way:

- Individual buildings may not exceed 15,000 sq. ft. or 35 Bedrooms or RV Spaces.
- Total project sizes may not exceed XX,000 sq. ft. or ___ bedrooms or RV spaces. (The PC could not reach consensus on these values during their 10/22/19 meeting but most generally supported the concept.)

Staff Recommendation:
Staff recommends the following density/scale limits for new OA developments.

- Individual buildings may not exceed 30,000 sq. ft. or 40 Bedrooms or RV Spaces.
- Total project sizes may not exceed 50,000 sq. ft. or 60 bedrooms or RV spaces.

Background:
Establishing density and scale limits for new OA Developments in Grand County could have a profound impact on the types of developments proposed. Over the course of the City’s and County’s planning work around new OA development standards, the following density and scale considerations have emerged:

- Many residents have stated that they may, or would only, be in favor of allowing new OA developments if they are less dense and smaller in scale. Commenters have suggested that many recently constructed OA developments do not fit the scale and context of the City’s and County’s existing infrastructure, urban form, or natural environment. Commenters have referenced a desire to move away from large, “big
box,” visually impactful, and standardized lodging design to smaller-scale, customized, and contextually appropriate design that is more compatible with surrounding environs.

- By establishing maximum building and project sizes, even larger projects could have more dimensionality and result in less obtrusive appearances.

- Many residents expressed a desire to see density and scale limitations imposed to create a more level playing field between corporate brand hotels and smaller scale local entrepreneurs, with a preference towards locally owned “boutique” accommodations.

- Many residents expressed a desire to see density and scale limitations imposed as a way to stop, slow, or meter growth in visitation, although other residents have expressed some opposition to that justification.

**ATTACHMENT(S):**

- Table with several existing hotels and campgrounds in Moab and Grand County, their square footages, and numbers of rooms/RV spaces. As of the time this agenda summary was put together, staff had not gathered information comparing residential developments used as overnight accommodations. Those figures should be evaluated as well.
<table>
<thead>
<tr>
<th>Hotel/Motel (selected City and County)</th>
<th>Total Square Footage (approximately)</th>
<th># of rooms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moab Rustic</td>
<td>14,569</td>
<td>35</td>
</tr>
<tr>
<td>Apache</td>
<td>15,483</td>
<td>35</td>
</tr>
<tr>
<td>Bowen</td>
<td>16,355</td>
<td>41</td>
</tr>
<tr>
<td>Moab My Place</td>
<td>29,000</td>
<td>64</td>
</tr>
<tr>
<td>Hampton Inn</td>
<td>46,000</td>
<td>79</td>
</tr>
<tr>
<td>Sleep Inn</td>
<td>50,700</td>
<td>87</td>
</tr>
<tr>
<td>Wingate Wyndham</td>
<td>58,000</td>
<td>120</td>
</tr>
<tr>
<td>Aarchway Inn</td>
<td>59,032</td>
<td>97</td>
</tr>
<tr>
<td>Hyatt (main building)</td>
<td>74,160</td>
<td>110</td>
</tr>
<tr>
<td>Homewood Suites</td>
<td>77,500</td>
<td>96</td>
</tr>
<tr>
<td>World Mark</td>
<td>270,000</td>
<td>152</td>
</tr>
<tr>
<td>HooDoo Hotel</td>
<td>115</td>
<td></td>
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<tr>
<td>La Quinta</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

<p>| Average                              | 64,618                               | 87         |
| Median                               | 50,700                               | 96         |</p>
<table>
<thead>
<tr>
<th>RV/Campground (County Only)</th>
<th>Address</th>
<th># of full hook-up sites (incl cabins)</th>
</tr>
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<tbody>
<tr>
<td>Mill Creek RV Park</td>
<td>Mill Creek</td>
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<tr>
<td>Red Sands RV Park</td>
<td>Red Sands Dr.</td>
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<tr>
<td>Edge of the Desert Trailer Park</td>
<td>1251 E Millcreek Dr. #A</td>
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<tr>
<td>Dowd Flats RV Park</td>
<td>2701 S Hwy 191</td>
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<tr>
<td>Pack Creek Campground</td>
<td>1520 Murphy Ln</td>
<td>19</td>
</tr>
<tr>
<td>Up the Creek Campground</td>
<td>210 East 300 South</td>
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</tr>
<tr>
<td>ACT Campground</td>
<td>U.S. 191 and Mill Creek Rd</td>
<td>30</td>
</tr>
<tr>
<td>Ballard RV Park (Thompson Springs)</td>
<td>100 S Main St</td>
<td>32</td>
</tr>
<tr>
<td>Moab Rim RV Campark</td>
<td>1900 S Hwy 191</td>
<td>40</td>
</tr>
<tr>
<td>Riverside Oasis Campground</td>
<td>1871 N Hwy 191</td>
<td>44</td>
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<tr>
<td>Sevenmile CG</td>
<td>North US Hwy 191</td>
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<td>Spanish Trail RV Park</td>
<td>2980 S Hwy 191</td>
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<tr>
<td>Archview Resort</td>
<td>N Hwy 191 &amp; Hwy 313</td>
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<tr>
<td>OK RV Park &amp; Canyonlands Stables</td>
<td>3310 Spanish Valley Dr</td>
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<td>Canyonlands RV Resort &amp; Campground</td>
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<td>Moab Valley RV Resort &amp; Campground</td>
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<tr>
<td>Slickrock Campground</td>
<td>1301 N Hwy 191</td>
<td>114</td>
</tr>
</tbody>
</table>

**Average 53**

**Median 44**