

CACHE COUNTY  
CORPORATION

M. LYNN LEMON  
COUNTY EXECUTIVE/SURVEYOR

199 N. MAIN  
LOGAN, UTAH 84321  
Tel 435-755-1850  
Fax 435-755-1981

COUNTY COUNCIL  
CORY YEATES  
H. CRAIG PETERSEN  
DARREL L. GIBBONS  
JOHN A. HANSEN  
KATHY ROBISON  
BRIAN CHAMBERS  
GORDON A. ZILLES

MEMORANDUM

TO: Jill N. Zollinger  
County Clerk

FROM: M. Lynn Lemon  
Cache County Executive/Surveyor

SUBJECT: FILING CONTRACT OR AGREEMENT

The attached 08-04-01 is herewith submitted for filing.

Please complete and return executive checklist to my office. Certified copies of this document are to be forwarded to:

1. County Auditor
2. County Attorney
3. County Executive
4. Surveyor
5. None
6. None
7. None

MLL:pwp

- State has copy

### STATE OF UTAH CONTRACT

1. **CONTRACTING PARTIES:** This agreement is between the State of Utah, Department of Technology Services, Automated Geographic Reference Center (AGRC), 6000 State Office Building, Salt Lake City, Utah 84114-1201, (Agency Code 110) referred to as STATE, and the following County, which is a Government Agency.

County Name: Cache County Surveyor

Address: 179 North Main #112

City, State, Zip: Logan, UT 84321

Federal ID# 876000302 Vendor Code 44649BP Commodity Code 99999 ~~92033000000~~

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this agreement is an AGRC grant for: Funding reimbursement for collection and delivery of corner coordinates, and/or construction of digital parcel database.

3. **CONTRACT PERIOD:** Effective date 1/1/08. Termination date 12/31/08, unless terminated early or extended in accordance with the terms and conditions of this contract.

4. **GRANT VALUE:** Cache County will be paid a maximum of \$16,000 for funds authorized by this contract.

5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Work

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED HERETO:**

A. All other governmental laws, regulations, or actions applicable to goods and/or services authorized by this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

M. Lynn Lemon  
Signature

1/3/08  
Date

M. LYNN LEMON, COUNTY EXECUTIVE  
Name and Title of Signer (Type or Print)

**STATE**

Dennis B. Goréham Date: 1/27/08  
Dennis B. Goréham, Manager  
Automated Geographic Reference Center (AGRC)

[Signature] Date: 1/28/08  
Department of Technology Services

CONTRACT RECEIVED AND  
PROCESSED BY  
[Signature] Date: JAN 28 2008  
DIVISION OF FINANCE  
Division of Finance

ATTACHMENT A  
STATE OF UTAH – DEPARTMENT OF TECHNOLOGY SERVICES,  
AGRC STANDARD TERMS AND CONDITIONS

1. COUNTY: The COUNTY shall have no authorization, express or implied, to bind the State of Utah or the above State Agency to any agreements, settlements, liability, or understanding whatsoever, unless herein expressly set forth. Persons employed by the STATE and acting under direction of the COUNTY shall not be deemed to be employees or agents of the STATE.
2. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in Sections I-07 of the State of Utah Accounting Policies and Procedures and any other relevant provisions of the STATE.
3. RENEGOTIATIONS OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of this contract. AGRC has no obligation to perform any services not specified in the contract.
4. TERMINATION: This contract may be terminated, with or without cause, in advance of the specified expiration date by either party, upon 30 days prior written notice being given to the other party. On termination of this contract, COUNTY will make payment for all services rendered and/or costs obligated to date of termination.
5. CONTRACT JURISDICTION: The provisions of this contract shall be governed by the laws of the State of Utah.
6. SEPARABILITY CLAUSE: The declaration by any court or other binding legal source that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract unless said provisions are mutually dependent.
7. INDEMNITY CLAUSE: The COUNTY agrees to indemnify, save harmless, and release the State of Utah and the State officers, agents, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract by the COUNTY, its officers, agents, volunteers, or employees. The STATE agrees to indemnify, save harmless, and release the Utah County and the County officers, agents, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract by the STATE, its officers, agents, volunteers, or employees.
8. NONAPPROPRIATION OF FUNDS: Contractual service obligations of the STATE to be fulfilled after the current fiscal year are contingent upon funds to maintain the servicing agency being appropriated, budgeted, or otherwise made available. If funds are not appropriated or otherwise available to maintain the servicing agency, this contract may be terminated without penalty by the STATE upon giving thirty (30) days written notice.
9. DATA: All data received or compiled by the STATE under this contract becomes the property of the State of Utah. Access to and confidentiality of said data will be governed by the rules and procedures of the agency with whom the data originated when such rules are specified as an amendment to this contract.
10. DEADLINES: AGRC's agreement to all deadlines and costs in this contract is contingent upon the COUNTY's performance of such actions as are instrumental to the completion of this contract. If the COUNTY fails to act in a timely manner, AGRC may opt to consider the contract terminated under the conditions of Paragraph 4.
11. CONFLICTS: Conflicts, if any, between Attachment A and any other attachments will be resolved in favor of Attachment A.

## Attachment B

SCOPE OF WORK  
CADASTRAL FUNDING DELIVERABLES  
Cache County

The State of Utah, Department of Technology Services, Automated Geographic Reference Center, referred to as STATE is distributing Department of Interior obligated grants to several counties for further GIS work in the collection of highly accurate corner positions with GPS, or parcel automation, and those activities necessary to conduct such work.

The work to be done is collection and delivery of corner coordinates, and/or construction of digital parcel database.

**TOTAL Grant Reimbursement: \$16,000**