

**NOTICE OF REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH**

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, August 1, 2024, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. **Mayor's recognitions and updates.**
 - a. **Read a proclamation proclaiming August 4 -10, 2024 as National Farmers Market Week.**
 - b. **Recognition of resident Jordan Porter.**
2. **Comments from the public.**

The Open Comment Period provides an opportunity to address the Mayor and City Council regarding concerns or ideas about the City which the Council may choose to address. Comments pertaining to an agenda item that includes a public hearing or public input should be given as that item is being discussed during the meeting.

Up to ten (10) members of the public will be given a limit of two (2) minutes per person. The Council will not respond to comments or questions but will take the comments under consideration for possible discussion at another time. If there are more than 10 individuals wishing to provide public comment, speakers will be selected by random draw.

Rules for making comments:

1. You must be a resident of the City of St. George.
2. Public input shall not be allowed on any agenda item or pending land use application.
3. Comments should relate to City business.
4. Speakers shall be courteous and show respect. Comments shall not include obscene or profane language, nor contain attacks on any individual.

In order to provide an opportunity for a broader scope of residents to provide public comments, any person selected to provide comments at a meeting will not be able to provide public comments again for three (3) months (once per quarter); however, written comments may be submitted anytime to the City Recorder at 175 East 200 North, St. George, UT 84770 or publiccomments@sgcity.org.

The Mayor and City Council encourage civil discourse for everyone who participates in the meeting.

3. Consent calendar.

a. Consider approval of a Professional Services Agreement with Alliance Consulting, LLC for the southeast access road at Tech Ridge.

BACKGROUND and RECOMMENDATION: As part of Tech Ridge development, the City is constructing a roadway off the southeast end of Tech Ridge to provide an additional access for the Tech Ridge development. Staff recommends approval of the agreement.

b. Consider approval for the continued sponsorship of the Lion's Club 80th annual Dixie Round Up Rodeo and the approval to have a Beer Garden for the 4th year at the event being held September 12, 13, 14, 2024 at the Dixie Sun Bowl.

BACKGROUND and RECOMMENDATION: This annual event held at the Dixie Sun Bowl includes evening rodeos Thursday-Saturday from 7:00pm-11:00pm and with a Beer Garden during that time and a parade on Saturday at 9:00am. The sponsorship request includes permitting a Beer Garden and the fee waivers of the following: 1) Special Event Permit Application fee (\$150); 2) Sublicense fee (\$5 per vendor); 3) Annual Alcohol fee (\$500); 4) Local Consent Application fee (\$50); 5) Security fee; 6) Encroachment fees (\$650); 7) Water hydrant fee; and deposit (\$2,000).

c. Consider approval of the continued sponsorship of the Boys and Girls Club of Southern Utah 2nd Annual Patti & LaVell Edwards St. George Golf Tournament fundraiser in the amount of \$2,000.

BACKGROUND and RECOMMENDATION: The Boys & Girls Club is now entering its third year of operations in St George, providing a safe place for kids with nowhere to go after school. The Boys and Girls Club provides academic support, enrichment activities, hands-on STEM experiences, teach digital safety & responsibility, and even feed the kids a delicious meal & snacks every day! These programs are currently offered at 8 Schools in St George at no cost to the kids or their families. This program has been so successful there is now a waiting list of kids to join. The Council approved a \$2,000 sponsorship in 2023 for the Club's first golf tournament fundraising event. The Boys and Girls Club is holding the 2nd Annual Patti & LaVell Edwards St. George Golf Tournament fundraiser to raise funds to support this very successful program in our schools and is requesting sponsorship from the City of \$2,000. Staff recommends approval of the continued sponsorship.

d. Consider approval of a contract between the City of St. George and Qualtrics LLC for the purchase of Qualtrics software subscription.

BACKGROUND and RECOMMENDATION: Qualtrics is the leader in experience management. Many of the top companies in America and more that 350 state and local governments use Qualtrics to design and improve the community experience. Qualtrics will provide a robust digital experience that will assist the

City of St. George build community engagement and improve public trust. Qualtrics will enable the City to conduct a variety of surveys and create new digital touchpoints for residents and visitors. The contract is a 3-year commitment as follows: Year 1 - \$60,000 (includes setup); Year 2 - \$68,000; Year 3 - \$68,000. Staff recommends approval.

e. Consider approval of a Federal Aid Agreement between UDOT and St. George for the Exit 5 Interchange on State Route 7 (Southern Parkway).

BACKGROUND and RECOMMENDATION: The City received a federal grant from the efforts of former Congressman Chris Stewart. This grant is to assist in the design and construction of the Exit 5 Interchange. The federal grant amount is for \$3,500,000 with a City match of \$3,500,000 for a total agreement amount of \$7,000,000. Because the project is located within UDOT right of way and is a part of SR-7, UDOT will administer the project. Staff recommends approval.

f. Consider approval of the minutes from the meeting held on July 18, 2024.

4. Public Hearing and consideration of an Ordinance No. 2024-044 to vacate a public utility and drainage easement located along Lots 2 and 3, Hidden Valley Phase 9 subdivision.

BACKGROUND and RECOMMENDATION: This easement was dedicated as part of the Hidden Valley Phase 9 subdivision plat, Doc. No. 20170017191. The design of Lots 2 and 3 has changed and this easement runs through some existing and proposed lots. This is a cleanup item. The Joint Utilities Commission recommended approval.

5. Consider approval of Ordinance No. 2024-045 amending the city zoning map by amending the existing Desert Color Planned Development Residential (PDR) zone on approximately 2.35 acres located generally west of Pura Circle and south of Sandura Lane within the Desert Color Resort phases 4B and 6 subdivision plats, with a condition from the Planning Commission. (2024-PDA-010 - Colcada Pool at Desert Color)

BACKGROUND and RECOMMENDATION: The purpose of the amendment is to approve new civic space, including a pool and park in the Desert Color development with the conceptual site plan, landscape plans, materials and elevations. The Desert Color Resort 4B & 6 plat was approved in July of 2022 and recorded in October of 2023. As part of that approval, the developer set aside the necessary civic space required in the PD-R Resort zone including the subject property. In order to build a new amenity, the applicant is asking for approval of a PD amendment. The Planning Commission held a public hearing on July 09, 2024, and recommended approval with a condition.

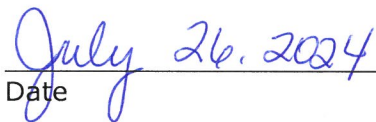
6. Consider approval of a Hillside Development Permit on approximately 0.26 acres (11,366 ft²) located just east of the Marblewood Drive/Walnut Canyon Drive Intersection, with conditions from the Planning Commission. (Case No. 2024-HS-003 - Juniper Cove Phase 3)

BACKGROUND and RECOMMENDATION: The purpose of this request is to create a single single-family residential lot. In October of 2020, Phase one of Juniper Cove was recorded creating the adjacent lot to the west of the subject property. The

property in question was not part of that application and therefore needs to go through the hillside permit process. The Hillside Review Board held a public meeting on February 28, 2024 and recommended approval with the condition that an updated geotechnical analysis be produced. That was done prior to the Planning Commission meeting which was held on July 09, 2024. The Planning Commission recommended approval of the application.

7. **Consider approval of Ordinance No. 2024-046 amending Title 7, Chapter 4, section 1 of the St. George City Code to amend the definition of Street Trees.**
BACKGROUND and RECOMMENDATION: The City of St. George established a Shade Tree Board on or about July 1, 1993, to address the care and maintenance of the City's urban forest with special attention given to shade trees along the City's rights of way. The current definition includes all trees on commercial property within 10 ft of the City right-of-way. Staff recommends amending the language to clarify the definition by eliminating the term "commercial" and replacing it with "non single-family residential."
8. **Appointments to Boards and Commissions of the City.**
9. **Reports from Mayor, Councilmembers, and City Manager.**
10. **Request a closed session to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**


Christina Fernandez, City Recorder


Date

REASONABLE ACCOMMODATION: The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office, 627-4674, at least 24 hours in advance if you have special needs.

PROCLAMATION

WHEREAS, farmers and ranchers in the City of St. George provide citizens with access to healthful, locally, and regionally produced foods through farmers markets, which are expanding and evolving to accommodate the demand for a diverse array of agricultural products; and

WHEREAS, farmers markets and other agricultural direct marketing outlets provide infrastructure to assist in the distribution of farm and value-added products, thereby contributing approximately \$9 billion each year to the U.S. economy; and

WHEREAS, farmers markets serve as significant outlets by which small-to-medium, new and beginning, and veteran agricultural producers' market agricultural products, generating revenue that supports the sustainability of family farms and the revitalization of rural communities nationwide; and

WHEREAS, the City of St. George recognizes the importance of expanding agricultural marketing opportunities that assist and encourage the next generation of farmers and ranchers; generate farm income to help stimulate business development and job creation; build community connections through rural and urban linkages; and

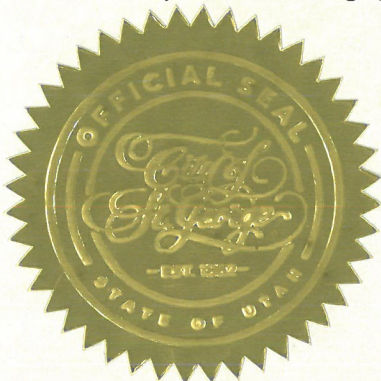
WHEREAS, in 2024, our local farmers market has been organized by individuals who have dedicated 41 Saturdays to our community.

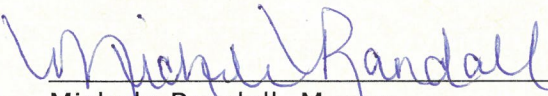
NOW, THEREFORE, I, Michele Randall, Mayor of the City of St. George, Utah, along with the City Council, do hereby proclaim the week of August 4 – 10, 2024 as

NATIONAL FARMERS MARKET WEEK

in the City of St. George and recognize the contributions that farmers markets to our quality of life and call upon all citizens to celebrate and support local farmers markets.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of St. George, Utah this 1st day of August, 2024.




Michele Randall, Mayor



Agenda Date: 08/01/2024

Agenda Item Number: 3a

Subject:

Consider approval of a Professional Services Agreement with Alliance Consulting, LLC for the southeast access road at Tech Ridge.

Item at-a-glance:

Staff Contact: Cathy Hasfurther

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Approximately 250 West and Black Ridge Drive

Item History (background/project status/public process):

As part of Tech Ridge development, the City is constructing a roadway off the southeast end of Tech Ridge to provide an additional access for the Tech Ridge development.

Staff Narrative (need/purpose):

The PSA is to provide contract documents, bidding process, and construction management services for the Southeast Access Road at Tech Ridge.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: \$5,750,000

Amount approved in current FY budget for item: \$5,750,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

Approved

Description of funding source:

TIF funds will provide upfront costs. Ultimately, funding source is the CDA.

Recommendation (Include any conditions):

Recommend Approval



**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR SOUTHEAST ACCESS ROAD AT TECH RIDGE WITH ALLIANCE
CONSULTING, LLC**

This Professional Services Agreement (hereinafter “Agreement”) is made and entered into on _____ by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the “CITY”), and Alliance Consulting, LLC, with offices at 2303 North Coral Canyon Boulevard, Suite 201, Washington, Utah 84780 (hereinafter “CONSULTANT”).

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide contract documents for the bidding process and contract administration, construction management services (including but not limited to weekly construction meetings, site visits, plans and specifications interpretation and/or revisions, and construction staking for the Southeast Access Road at Tech Ridge (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal, which outlines the general scope of services to be provided and the fees for the PROJECT; and

WHEREAS CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF CONSULTANT.

- 1.1 CONSULTANT is a professional licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- 1.2 CONSULTANT states that it has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- 1.3 CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC §1324(a). CONSULTANT agrees to require all

subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY'S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324(a), such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324(a) by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY excluding attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- 1.4 CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- 1.5 CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- 1.6 CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, sexual orientation, gender identity, disability, or marital status in its employment practices.
- 1.7 CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of CITY, except as modified or waived in this Agreement.
- 1.8 CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- 1.9 CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provided herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT'S employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that

any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- 2.1 CITY makes no guarantee as to the total volume of work, if any, that will be needed under this Agreement. CONSULTANT will provide the services on an as needed basis as described in the attached Scope of Work (**"Exhibit A Scope of Services"**) which is made a part of this Agreement by this reference. As services are needed, CITY shall provide CONSULTANT with a description of the work needed which shall be known as a "Work Order" and CONSULTANT will provide CITY with a specific scope of work and cost for the Work Order, which if accepted by the CITY shall become part of this Agreement binding both parties. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- 2.2 CONSULTANT shall furnish all the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in **"Exhibit A Scope of Services"** or in subsequent Work Orders.
- 2.3 CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- 3.1 This Agreement shall be effective as of the date executed by all parties and shall continue for one year unless otherwise terminated as set forth in this Agreement. If a Work Order was started during this term but not completed, the terms of this Agreement shall continue through completion of the Work Order.
- 3.2 CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- 3.3 CONSULTANT shall perform its services upon notice from the CITY to proceed and in accordance with the schedule approved by CITY. In the event performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps

contemplated or taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION.** For the performance of the services and completion of PROJECT set forth herein, CITY shall pay CONSULTANT as agreed in “**Exhibit A**” and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed **(Two Hundred Sixty-Seven Thousand Six Hundred Seventy-Five dollars and zero cents), \$(267,675.00).**

5. **INVOICING, PAYMENT, NOTICES.**

- 5.1 CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- 5.2 In executing the request for payment, CONSULTANT shall attest that payment has been made to all subcontractors involved with prior requests, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of both documents to CITY. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment.
- 5.3 A “Waiver and Release Upon Final Payment” signed by CONSULTANT attesting that all subcontractors, laborers, and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers, and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a “Waiver and Release Upon Final Payment” and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.
- 5.4 If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs except for attorneys' fees.
- 5.5 All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills, and other documents. CITY shall have the right to

review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.

- 5.6 In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- 5.7 CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- 5.8 Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- 5.9 CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- 6.1 CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in **Exhibit A**. However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- 6.2 CITY may request CONSULTANT to perform extra services not covered by **Exhibit A**, and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- 6.3 CITY shall not be liable for payment of any extra services, nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information

provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

- 9.1 CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- 9.2 The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- 9.3 Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- 9.4 The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- 10.1 CITY retains and engages CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- 10.2 It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- 10.3 Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- 10.4 CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- 10.5 CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.

- 10.6 CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered employees of CONSULTANT.
- 10.7 Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

- 11.1 GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.
- 11.2 COMMENCEMENT OF WORK: Neither CONSULTANT, its Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements and has issued the Notice to Proceed, as applicable.
- 11.3 INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
- A. The name and address of the insured.
 - B. CITY shall be named as a Certificate Holder.
 - C. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
 - D. The location of the operations to which the insurance applies.
 - E. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - F. The expiration date of the policy and the limit or limits of liability

thereunder on the date borne by the certificate.

- G. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
- H. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
- I. Name, address, and telephone number of the insurance company's agent of process in Utah.
- J. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

11.4 COMPENSATION INSURANCE: CONSULTANT shall, as applicable, take out and maintain Workers' Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Workers' Compensation Insurance. The insurance shall include:

- A. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
- B. CONSULTANT shall require each subcontractor to provide Workers' Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
- C. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers' Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

11.5 COMMERCIAL GENERAL LIABILITY INSURANCE: CONSULTANT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein. The Insurance Endorsement shall evidence such provisions.

- A. The minimum commercial general liability insurance shall be as follows:

- i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000.00 Dollars.
- ii. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$3,000,000.00 Dollars (umbrella coverage may be considered).
- iii. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.

B. Such policy shall include each of the following coverages (as applicable):

- i. Comprehensive form.
- ii. Premises - operations.
- iii. Explosion and collapse hazard.
- iv. Underground hazard.
- v. Product/completed operations hazard.
- vi. Contractual insurance.
- vii. Broad form property damage, including completed operations.
- viii. Independent contractors for vicarious liability.
- ix. Personal injury.
- x. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

- A. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$3,000,000.00 Dollars for all work performed under this Agreement.
- B. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
- C. If Professional Liability coverages are written on a claims-made form:
 - i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.
 - iii. If coverage is canceled or non-renewed, and not replaced with

another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

iv. A copy of the policy must be submitted to CITY for review.

- 11.7 BUSINESS AUTOMOBILE COVERAGE: CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000.00 Dollars for one person and \$3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

Such business automobile insurance shall include each of the following types:

- A. Comprehensive form, including loading and unloading.
- B. Owned.
- C. Hired.
- D. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- 12.1 Except as otherwise provided herein, CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of professionals, except for attorney's fees, and all court or other dispute resolution costs for:

- A. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
- B. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
- C. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit

acts or other employee benefits acts.

- 12.2 CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs and expenses, except for attorney's fees, incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.
- 12.3 The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.
- 12.4 This section does not apply to a design professional services contract, design professional services, and design professionals.

13. **DOCUMENTS.**

- 13.1 All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all the foregoing documents for information and reference and customary marketing and public relations. The originals of all the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.
- 13.2 Plans, specifications, maps, and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.

- 13.3 The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- 13.4 CITY shall have the right to use reports, designs, details, or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- 13.5 CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

- 14.1 CONSULTANT shall maintain records, books, documents, and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- 14.2 CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- 14.3 Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

- 15.1 CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- 15.2 In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- 15.3 CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents, and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.

17.1 CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.

17.2 CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON-WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY: City of St. George
175 East 200 North
St. George, Utah 84770
Attention: City Attorney
Copy: legal@sgcity.org

CONSULTANT: Alliance Consulting, LLC
2303 N Coral Canyon Blvd, Ste 201
Washington, UT 84780
Attention: Deloss Hammon

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, (excluding reasonable attorney's fees,) which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs, and expenses, (excluding reasonable attorney's fees) including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable fees (excluding attorney's fees), court costs, and any other costs incurred in connection with such action. The parties agree that they shall each pay their own attorney's fees.
22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.
32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY OF ST. GEORGE

ALLIANCE CONSULTING, LLC

Mayor

Date

Deloss Hammon

ATTEST:

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Christina Fernandez, City Recorder

EXHIBIT A
SCOPE OF SERVICES

This Exhibit A Scope of Services is attached to, and fully incorporated into, the Professional Services Agreement by and between the City of St. George (the “City”) and the following individual or entity (“Contractor”):

Name: Alliance Consulting, LLC

Address: 2303 North Coral Canyon Boulevard, Suite 201

Email: _dsh@allianceconsulting.us_____ Phone Number: _(435) 673-8060_____

Scope of Services and/or Deliverables by Contractor:

- See attached Exhibit A
-
-
-
-
-
-
-
-
-

Compensation: City shall pay Contractor the following sum:

- Not to exceed \$267,675.00
-

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ALLIANCE CONSULTING

A Planning and Engineering Firm

Engineering Scope of Work

JOB NO:	4568-CACO Tech Ridge	CLIENT:	City of St. George
PROJECT:	Southeast Access Road CACO	CONTACT:	Mr. Cameron Cutler
	City of St. George, UT	ADDRESS:	175 E 200 N
			St. George, UT 84790

ARTICLE I - Background Information

It is understood that the City of St. George is looking to continue professional engineering services with the construction of the southeast access road for Construction Administration and Construction Observation (CACO) services. The scope of services described herein is for the CACO of construction of approximately 2,700 feet of the roadway to provide access to the Southeast end of Tech Ridge.

It is important to recognize that the proposed roadway development encounters a hillside with marginal stability which present significant challenges to the development of the roadway infrastructure. It is understood that this roadway is being constructed on **(less than desirable)** soil conditions. The Geotechnical Engineers Report dated Oct. 9, 2018 states, "A calculated factor of safety using the parameters selected to characterize the materials in the slope and the existing configuration is near 1.0 and will not meet the standard acceptable level of at least 1.5;" consequently, the life span of the road may be affected. Additional roadway maintenance may be required, in spite of a good design and good construction effort, to keep the roadway in normal operational performance. It is understood that the road is not typical and has a different expectation of service. This proposal is based on an average of 3 days a week manpower on the job site.

ARTICLE II - Work Plan

ALLIANCE CONSULTING shall perform services specified herein, following practices consistent with acceptable professional and technical standards for work of this nature.

Work Activity

Specifications

Provide contract specifications with bidding requirements, contract documents, measurement & payment, technical specifications and supplementary information

4568 Southeast Access Road CACO

requirements for the project.

Addenda to Bid Package

If necessary, prepare addenda to the package and issue to all plan holders.

Bid Opening

Prepare a bid tabulation form for use at the bid opening meeting. Attend the pre-bid, and opening meeting and tabulate the final bid numbers. Determine the lowest responsive bid. Assist the owner in selection of contractor. Prepare the notice of award and issue to the successful contractor.

Coordination Meetings

Attend and participate in all project coordination meetings as requested by the Client or the government agency during the construction development process.

Contract Administration

Construction Contract Administration

Notice to Proceed: Meet with representatives of the City and contractor to review the contract and determine the construction start date. Review the contractor performance and warranty bonds. Prepare and issue the notice to proceed.

Pre-construction Conference: Attend preconstruction conference and invite appropriate stakeholders to discuss design, construction, and safety requirements and individual contractual obligations.

Construction Contract Assistance

Provide contract assistance during construction of the improvements, and materials quantities.

Construction Engineering

Attend project construction meetings to coordinate construction efforts and communication between the contractor and the CLIENT. Monitor and observe work activity in accordance with the contract specifications.

Interpret Drawings and Specifications

The project manager will at reasonable times be available personally, or have available, a responsible member of his staff to make such interpretations of the intent of the drawings and specifications as are necessary to facilitate completion of the construction contract.

Site Visits

The Project Manager will make periodic visits to the site to be familiar with the progress of the work and to determine if the work is proceeding in accordance with the Contract Documents.

Payment Applications

The Project Manager will review the contractor's applications for progress and final payment and, when approved, submit same to the Owner, Contractor, lenders and approving agencies as required for approval and payment.

Approve Shop Drawings

The Project Manager will review for conformance with design concept, and approve if acceptable any necessary shop and working drawings furnished by the Contractor.

Substitutions

The Project Manager will check and make recommendations on proposals for substitutions.

Contractor Change Orders

Meet with the contractor and determine the scope of the change being requested. Document the request and present to the owner for concurrence. Participate in the negotiation of the final scope and price for the work between the client and the contractor. Prepare the change order paperwork and secure the signature of the contractor and the client before authorizing the work to proceed.

Construction Report

The Project Manager will make final review prior to the issuance of the statement of substantial completion of construction and submit a written report to the Owner. Prior to submitting the final pay estimate, the Project Manager will submit a statement of completion to and obtain the written acceptance of the facility from the Owner.

Substantial Completions

The Project Manager will establish the date of substantial completion, require, and assemble written guarantees and maintenance manuals of manufactures and contractors, and issue the Certification of Substantial Completion and Final Certificate of Payment.

Final Completion

Schedule and conduct a final project walk through to verify that items on the final punch list have been completed to the satisfaction of the client. Prepare the final acceptance paperwork for contractor and client approval.

Construction Surveying

Provide construction surveying and staking as described herein. Cut sheets will be available no later than the working day after the completion of the staking. Grades will be marked on the stakes provided as a part of the staking procedures.

1. Control: Establish horizontal and vertical control required on the construction site for the contractors.
2. Earthwork Staking: Provide (2) complete set of stakes for grading the project. A complete set of stakes is considered to be road grade stakes reflecting the centerline road grade and alignment for irrigation line staking (if applicable).
3. Wall Staking: Provide 1 set of stakes for the wall construction.
4. Utility Staking: Provide 1 set of Stakes for each utility outlined in the construction drawings: Water, Sewer, Stormwater, Power etc. locations.

5. Curb and gutter: Provide 1 set of Curb and gutter stakes.

Construction Materials Testing

Coordinate with CIENT-selected geotechnical consultant. Obtain and file copies of geotechnical testing results. Review during construction, Submit one copy to the CLIENT.

Project Closeout Report

Prepare a project Closeout Report that documents the completion of closeout tasks and project performance and provides a historical summary of the project deliverables and baseline activities over the course of the project. Include the final construction report with relevant fiscal data, engineering modifications, construction information; as well stating the work was performed in accordance with the applicable of the designs and specifications of the contract documents. Alliance Consulting will distribute one (1) hard copy and one (1) digital copy to the CLIENT, Engineer of Record, and required government agencies.

Drawing of Record

Survey crews will obtain necessary field measurements including location and grade of street and other proposed improvements. Incorporate field measurements into a set of final "As-built Drawing" or "Drawings of Record".

* This Scope does not include any Geotechnical work

ARTICLE III - Fees

Alliance Consulting agrees to provide services as itemized in the *Work Plan* on a time and materials basis, with a total contract fee not to exceed:

Project Engineering	
Construction Administration & Construction Observation (CACO)	\$197,945
Construction Surveying	\$69,730
Total	\$267,675

This price is based on a 240 day (8 months)
Construction Calendar Period

Work will be invoiced monthly, in accordance with current hourly rates. Hourly rates are subject to change annually.

Category	Staff	Unit	Rate
<i>Engineers</i>			
	Senior Principal Engineer	Hourly	\$ 240.00
	Principal Engineer	Hourly	\$ 180.00
	Senior Associate Engineer	Hourly	\$ 210.00
	Associate Engineer	Hourly	\$ 140.00
	Senior Engineer	Hourly	\$ 165.00
	Staff Engineer	Hourly	\$ 135.00
	Engineering Intern	Hourly	\$ 100.00
<i>Other Professionals</i>			
	Senior Project Manager	Hourly	\$ 150.00
	Project Manager	Hourly	\$ 130.00
	Senior Planner	Hourly	\$ 180.00
	Planner	Hourly	\$ 115.00
	Senior Environmental Specialist	Hourly	\$ 183.00
	Environmental Specialist	Hourly	\$ 115.00
	Senior Communication Specialist	Hourly	\$ 120.00
	Communication/Graphics Specialist	Hourly	\$ 95.00
	Senior Public Involvement Specialist	Hourly	\$ 150.00
	Public Involvement Specialist	Hourly	\$ 115.00
	Senior GIS Analyst	Hourly	\$ 135.00
	GIS Analyst	Hourly	\$ 115.00

Category	Staff	Unit	Rate
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Technicians

Senior Engineering Technician	Hourly	\$ 145.00
Engineering Technician	Hourly	\$ 115.00
Senior CAD Technician	Hourly	\$ 135.00
CAD Technician	Hourly	\$ 95.00
Senior Field Technician	Hourly	\$ 110.00
Field Technician II	Hourly	\$ 100.00
Field Technician	Hourly	\$ 95.00

Surveyors and Technicians

Senior Licensed Surveyor	Hourly	\$ 170.00
Licensed Surveyor	Hourly	\$ 150.00
Senior Surveyor/ROW Technician	Hourly	\$ 175.00
Senior ROW Acquisition Technician IV	Hourly	\$ 130.00
ROW Acquisition Technician	Hourly	\$ 100.00
Administrative Assistant	Hourly	\$ 65.00
Water Rights Specialist	Hourly	\$ 180.00
1-Person GPS Survey Crew	Hourly	\$ 145.00
2-Person GPS Survey Crew	Hourly	\$ 170.00
3-Person GPS Survey Crew	Hourly	\$ 210.00

Indirect Expenses

*Mileage per mile	Each	\$ 0.70
*Vehicle Charge	Daily	\$ 200.00
ATV Charge	Daily	\$ 190.00
Per Diem	Daily	\$ 125.00
Side-by-Side ATV	Daily	\$ 190.00
Snow Equipment/Snowmobile	Daily	\$ 175.00

3 Days a week Onsite Observation

Staff Personal	Rate	Contracts/ Coordination	Bidding	Award of Contracts	Construction Period (8 Months)							Project Closeout		Percent or Total Alliance Costs	Percent of Total Cost of Project
		July	August	September	October	November	December	January	February	March	April	May	Total Costs		
Senior Principal Engineer	\$ 240.00	3	3	3	20	20	20	20	20	20	20	5	\$ 36,960.00	13.81%	0.74%
Senior Associate Engineer	\$ 210.00	8	8	8	30	30	30	30	30	30	30	18	\$ 52,920.00	19.77%	1.07%
Staff Engineer/Construction Manager	\$ 135.00	22	0	0	42	42	42	42	42	42	42	36	\$ 47,520.00	17.75%	0.96%
Senior Project manager	\$ 150.00	25	8	8	36	36	36	36	36	36	36	15	\$ 46,200.00	17.26%	0.93%
CAD Technician	\$ 95.00	22	0	0	12	12	12	12	12	12	12	45	\$ 14,345.00	5.36%	0.29%
Total CACO HR's Per Month		80	19	19	140	140	140	140	140	140	140	119	\$ 197,945.00	73.95%	3.99%

Total Hours 1217

Survey															
Staff Personal	Rate	July	August	September	October	November	December	January	February	March	April	May	Total Costs		
Licensed Surveyor	\$ 150.00			5	5	5	5	5	5	5	5	5	\$ 6,750.00	2.52%	0.14%
1-Person GPs Survey Crew	\$ 135.00			18	32	32	32	32	32	32	32	0	\$ 32,670.00	12.21%	0.66%
2-Person GPS Survey Crew	\$ 170.00				16	16	16	16	16	16	16	16	\$ 21,760.00	8.13%	0.44%
CAD Technician for Survey Stakeouts	\$ 95.00			30	30	5	5	5	5	5	5		\$ 8,550.00	3.19%	0.17%
Total Survey HR's Per Month		0	0	53	83	58	58	58	58	58	58	21	\$ 69,730.00	26.05%	1.40%

Total Hours 505

Combined Total Hours 1722

Total CACO Costs \$ 267,675.00 5.39%

Project Budget \$ 5,700,000.00

Construction Cost Estimate	\$ 4,965,912.00
Contingency 5%	\$ 248,295.60
Construction Engineering	\$ 197,945.00
Construction Surveying	\$ 69,730.00
Geotechnical (Estimated)	\$ 60,000.00
	\$ 5,541,882.60



Agenda Date: 08/01/2024

Agenda Item Number: 3b

Subject:

Consider approval for the continued sponsorship of the Lion's Club 80th annual Dixie Round Up Rodeo and the approval to have a Beer Garden for the 4th year at the event being held September 12, 13, 14, 2024 at the Dixie Sun Bowl.

Item at-a-glance:

Staff Contact: Sarah Reber

Applicant Name: Chad Drake

Reference Number: N/A

Address/Location:

150 South 400 East

Item History (background/project status/public process):

This annual event held at the Dixie Sun Bowl includes evening rodeos Thursday-Saturday from 7:00pm-11:00pm and with a Beer Garden during that time and a parade on Saturday at 9:00am. The sponsorship request includes permitting a Beer Garden and the fee waivers of the following: 1) Special Event Permit Application fee (\$150); 2) Sublicense fee (\$5 per vendor); 3) Annual Alcohol fee (\$500); 4) Local Consent Application fee (\$50); 5) Security fee; 6) Encroachment fees (\$650); 7) Water hydrant fee; and deposit (\$2,000).

Staff Narrative (need/purpose):

The St George Lion's Club is a nonprofit organization and enjoyed by all. The proceeds from the annual rodeo are given back to the members of the community.

Name of Legal Dept approver: Ryan Dooley

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval with the condition that the applicant obtain insurance with the correct endorsements and all permit applications are approved prior to the event.



Agenda Date: 08/01/2024

Agenda Item Number: 3C

Subject:

Consider approval of the continued sponsorship of the Boys and Girls Club of Southern Utah 2nd Annual Patti & LaVell Edwards St. George Golf Tournament fundraiser in the amount of \$2,000.

Item at-a-glance:

Staff Contact: Shawn Guzman

Applicant Name: Scott Johnson

Reference Number: N/A

Address/Location:

N/A

Item History (background/project status/public process):

The Boys & Girls Club is now entering its third year of operations in St George, providing a safe place for kids with nowhere to go after school. The Boys and Girls Club provides academic support, enrichment activities, hands-on STEM experiences, teach digital safety & responsibility, and even feed the kids a delicious meal & snacks every day! These programs are currently offered at 8 Schools in St George at no cost to the kids or their families. This program has been so successful there is now a waiting list of kids to join. The Council approved a \$2,000 sponsorship in 2023 for the Club's first golf tournament fundraising event. The Boys and Girls Club is holding the 2nd Annual Patti & LaVell Edwards St. George Golf Tournament fundraiser to raise funds to support this very successful program in our schools and is requesting sponsorship from the City of \$2,000.

Staff Narrative (need/purpose):

N/A

Name of Legal Dept approver: N/A

Budget Impact:

Cost for the agenda item: \$2,000

Amount approved in current FY budget for item: 0

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

N/A

Description of funding source:

City Council Sundries Account

Recommendation (Include any conditions):

Staff recommends approval.



Agenda Date: 08/01/2024

Agenda Item Number: 3d

Subject:

Consider approval of a contract between the City of St. George and Qualtrics LLC for the purchase of Qualtrics software subscription.

Item at-a-glance:

Staff Contact: Chad Thomas

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

Item History (background/project status/public process):

Qualtrics is the leader in experience management. Many of the top companies in America and more than 350 state and local governments use Qualtrics to design and improve the community experience. Qualtrics will provide a robust digital experience that will assist the City of St. George build community engagement and improve public trust. Qualtrics will enable the City to conduct a variety of surveys and create new digital touchpoints for residents and visitors. The contract is a 3-year commitment as follows: Year 1 - \$60,000 (includes setup); Year 2 - \$68,000; Year 3 - \$68,000

Staff Narrative (need/purpose):

An experience management software is needed to help improve the City's resident experience.

Name of Legal Dept approver: Chad Thomas

Budget Impact:

Cost for the agenda item: \$60,000

Amount approved in current FY budget for item: \$60,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

N/A

Description of funding source:

10-4137 Communication & Marketing

Recommendation (Include any conditions):

Staff recommends approval



Order Form

Parties:	Qualtrics LLC 333 W River Park Drive, Provo, UT, 84604 United States ("Qualtrics")	City of St George UT 175 E 200 N St George UT 84770 United States ("Customer")	
Effective Date:	The date signed by the last party to sign.		
Governing Document:	This Order Form is subject to the Qualtrics General Terms and Conditions at https://www.qualtrics.com/legal/customers/gtcs/ (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.		
Attachments:	<ul style="list-style-type: none">- Service Level Exhibit- Fees Exhibit- Cloud Service Exhibit- Professional Services Exhibit(s)		
Services:	As set forth in the exhibits attached hereto		
Term:	As set forth in the exhibits attached hereto		
Payment Terms:	As set forth in the exhibits attached hereto		
Additional Terms:			
To be completed by Customer			
Regional Data Center:		Purchase Order Number (if any):	
Email Address for Invoice Submission:	invoices@sgcity.org	Shipping Address:	
Invoicing Instructions (if applicable):		Billing Address for Invoice Submission:	Attn: Economic Development City of St. George, UT 175 E 200 N Saint George, UT United States 84770

Qualtrics	Customer
By (signature):	By (signature):
Name:	Name:
Title:	Title:
Date:	Date:
Qualtrics Primary Contact:	Attested by (signature):
Name: Chandler Hoopes	Name:
Phone:	Date:



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Email: choopes@qualtrics.com	Customer Primary Contact:
	Name: Chad Thomas
	Phone: 9802880269
	Email: chad.thomas@sgcity.org



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Service Level Exhibit

Service Levels

1. **Availability.** Qualtrics ensures that the Cloud Service has an availability level of 99.93%, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the internet in general; (ii) a Customer-caused event; or (iii) any force majeure event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance.
3. **Downtime.** "**Downtime**" is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Cloud Service affected by Downtime). All times listed immediately below are per calendar month.
 1. If Downtime is 30 minutes (=99.93%) or less, no Fee Credit Percentage is awarded.
 2. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
 3. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
 4. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

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Fees Exhibit

License Details

Start Date	End Date	Term in Months
First date of the initial period in the table below	Last date of the final period in the table below	36

Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
15-Aug-2024 TO 14-Aug-2025	Cloud Professional	\$34,206.25 \$25,793.75	Effective Date	Net 30	Q-122154
15-Aug-2025 TO 14-Aug-2026	Cloud Professional	\$68,000.00 \$0.00	16-Jul-2025	Net 30	Q-122154
15-Aug-2026 TO 14-Aug-2027	Cloud Professional	\$68,000.00 \$0.00	16-Jul-2026	Net 30	Q-122154
		USD \$196,000.00			
Total					

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

Excess Use

The Cloud Service is subject to Usage Metrics and volume specified in the Order Forms and Documentation. Any use of the Cloud Service that exceeds this scope shall incur additional fees. Fees accrue from the date the excess use began. Customer will execute an Order Form for additional quantities of the applicable Usage Metrics promptly upon Qualtrics' request, and/or pay any invoice for excess use, which will be sent on the next anniversary of the current annual period with net 30 payment terms. Customer will pay for excess use based on Qualtrics' prices on the date the excess use began.

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Cloud Service Exhibit

Cloud Service Renewal (not applicable to pilots or proofs of concept). Upon expiration of the full contract term as set out in the Fees Exhibit ("Initial Term") and each subsequent renewal term, the Cloud Service will automatically renew for a successive one-year term with a price increase of no more than 5% at such renewal, unless either party provides written notice of non-renewal or modification at least 90 days prior to the end of the applicable term.

[Description of Services on following page]

Order Form

YEAR 1
Q-122154

CLOUD SERVICE

CX;EX

XM for Customer Frontlines
XM for People Teams
Customer Foundational Interactions : 10,000
Digital Frontline Interactions : 10,000
Digital Experience Analytics (in millions) : 2
SMS Text Reserve : 100,000
People Engage - Employees : 850

YEAR 2
Q-122154

CLOUD SERVICE

CX;EX

People Engage - Employees : 850
Customer Foundational Interactions : 10,000
Digital Frontline Interactions : 10,000
Digital Experience Analytics (in millions) : 2
XM for Customer Frontlines
XM for People Teams

YEAR 3
Q-122154

CLOUD SERVICE

CX;EX

XM for Customer Frontlines
Digital Frontline Interactions : 10,000
Digital Experience Analytics (in millions) : 2
People Engage - Employees : 850
XM for People Teams
Customer Foundational Interactions : 10,000

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Digital Frontline use is subject to the Definitions and Product Terms located at: <https://www.qualtrics.com/CX-terms/>

People Engage use is subject to the Definitions and Product Terms located at: <https://www.qualtrics.com/EX-terms/>

Foundational use is subject to the Definitions and Product Terms located at: <https://www.qualtrics.com/CX-terms/>

Customer Frontline use is subject to the Definitions and Product Terms located at: <https://www.qualtrics.com/CX-terms/>

Qualtrics permits Customer to process a limited number of characters (as defined at <https://www.qualtrics.com/support/survey-platform/data-and-analysis-module/data/translate-text-responses>) through its translation functionality per subscription year ("**Translation Limit**") at no charge. Qualtrics, at its discretion, reserves the right to strictly enforce this limit.

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Professional Services Exhibit: SSO Configuration

Customer agrees that Qualtrics may use subcontractors to deliver any portion(s) of the Project at Qualtrics' discretion.

1. Definitions

- a. "Delivery Team" refers to the SET of resources assigned for fulfillment of project scope. "Project" refers to the SSO Configuration to be provided under this Professional Services Exhibit.
- b. "Standard Business Hours" are 0900 to 1700 hours according to the time zone of the office in which Delivery Team is located, unless otherwise agreed to in writing during the Project.

2. Project Scope

- a. Inclusions
 - i. SSO (Single Sign-On) Configuration
- b. Assumptions
 - i. For the duration of the Project, Customer will provide the Delivery Team with access to Customer's Qualtrics brand (account) as a brand administrator.

3. Responsibilities

- a. Delivery Team Responsibilities
 - i. Provide documentation, specifications, and requirements for SSO set-up.
 - ii. Conduct Q&A session with Customer and Customer IT/SSO team to identify any potential roadblocks, including a non-standard SSO system.
 - iii. Configure a test brand to validate SSO setup.
 - iv. Provide configuration details for the test brand and a login URL for setup validation.
 - v. Provide support in troubleshooting any errors that arise in the test instance.
 - vi. Test the SSO setup within a test brand before transferring to the live brand.
 - vii. After successful testing of the configuration, provide configuration details to the Customer for the live brand, then transfer the configuration to the live brand.
- b. Customer Responsibilities
 - i. Provide key configuration details of SSO system as requested by Qualtrics, dependent on the type of SSO connection.
 - ii. If customer SSO can support it, ensure SSO is set up to pass any user attributes required for dashboard permissioning.
 - iii. Ensure that a user in the Customer's IdP can successfully login to the Qualtrics platform using their SSO credentials.
 - iv. Manages User Acceptance Testing ("UAT") process and any special testing requirements.

4. Governance

- a. Delivery Team will reach out to Customer after completion of request survey within the timeline specified in request survey to schedule a Project kickoff call or coordinate via email. Timing of kickoff call will be mutually agreed between Delivery Team and Customer based on Delivery Team availability and Customer's milestones.
- b. The Project is complete based on completion of delivery and Customer's acceptance, per the terms of the Acceptance Criteria section.
- c. Unless otherwise agreed by both parties in writing, all interactions and meetings will be conducted in English, and will be conducted remotely, via phone, email, or videoconference.

5. Acceptance Criteria

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- a. Once SSO Configuration is completed and the Delivery Team provides notification for review and approval, the Customer will either (1) confirm the requirements have reasonably been met and sign off on the approval or (2) reply to the Delivery Team, in writing, detailing the specific requirements that must still be met. Upon mutual agreement, both parties may agree to extend the time period for UAT, though additional time may impact Project timelines and budget and be subject to a Change Order (as defined below).
- b. SSO Configuration will be reviewed and signed off according to the following process:
 - i. Delivery Team will provide configuration details to the Customer for the live brand and transfer the configuration to the live brand at least 5 business days prior to the Deliverable completion date.
 - ii. Customer will sign off or report any issues within 5 business days of submission.
 - iii. The Delivery Team will correct reported issues within a mutually agreed time frame.
 - iv. Customer will provide written feedback and raise issues related to the reworked portion within a mutually agreed time frame, and the Delivery Team will make changes necessary to resolve the issues.
 - v. Customer will provide final review and signoff within 2 business days.
 - vi. SSO Configuration will be considered accepted if the Customer does not provide written notification of SSO Configuration rejection within the timelines specified above.

6. Third Party Vendors and Products

- a. Customer remains responsible for their own vendors and third parties providing services related hereto.
- b. Qualtrics is not responsible for third party products obtained by Customer.

7. Change Orders

- a. If Customer or Delivery Team wishes to change the scope of the Project, they will submit details of the requested change to the other in writing. Delivery Team will, within a reasonable time after such request is received, provide a written estimate to Customer of changes to Project cost, timeline, and/or scope.
- b. Promptly after receipt of the written estimate, Customer and Delivery Team will negotiate and agree in writing on the terms of such change (a "Change Order"). Each Change Order complying with this Section will be considered an amendment to this Service Order.

Order Form

Professional Services Exhibit

Customer agrees that Qualtrics may use subcontractors to deliver any portion(s) of the Project at Qualtrics' discretion. Qualtrics currently intends to use Red Pepper Software, LLC. Qualtrics will provide notice to Customer if the delivery subcontractor changes.

1. Definitions

- a. "Deliverables" refers to those implementation deliverables included in the Project Scope in Section 2.
- b. "Delivery Team" refers to the set of resources assigned by Qualtrics for fulfillment of project scope.
- c. "Project" refers to the project that is the cumulation of Deliverables to be provided under this Statement of Work.
- d. "Standard Business Hours" are 0900 to 1700 hours according to the time zone of the office in which Delivery Team is located (Mountain), unless otherwise agreed to in writing during the Project.

2. Project Scope

a. Inclusions

i. **Full Service CX Digital Implementation** including the following deliverables

- 1. The deliverable descriptions are outlined in Schedule 1. Please note that **only the Deliverables listed immediately below are included in this Project**. Each line item represents a Deliverable and quantity.
 - a. Adobe Analytics Integration Support (1)
 - b. API Introductory Support (1)
 - c. Org Hierarchy and User Setup (up to 1000 users)
 - d. CRM Integration Support (1)
 - e. Dashboard Configuration (1)
 - i. (Max 5 pages, 20 widgets/survey, max 60 widgets total, max 3 roles, 1 source)
 - f. Survey Configuration (2)
 - g. Theme Configuration (1)
 - h. Text iQ Configuration (1)
 - i. XM Guided Solution & Solution Playbook (1)
 - j. Website Feedback Support (1 Domain, 2 Intercepts)
 - k. XM Directory Support (1)
 - l. Closed Loop Follow-Up Configurations (1)

ii. **Full Service DXA Solution Implementation** including the following deliverables

- 1. Please note that **only the Deliverables listed immediately below are included in this Project**. Each line item represents a Deliverable and quantity.
 - a. DXA Design Review
 - i. Provide an overview of Digital Experience Analytics and guidance on overall configuration for one (1) Website Feedback Session Replay project.
 - ii. Review configured Website Feedback Session Replay project to verify best practices are followed and intercepts are ready for production.
 - b. Session Replay Configuration (for up to 2 surveys)
 - i. Provide support for up to two (2) surveys to include in the Session Replay project scope.
 - ii. Assist with project user configuration and sensitive data settings (if necessary).
 - c. DXA Dashboard Configuration (1)
 - i. One (1) Session Replay Dashboard with up to two (2) templated pages
 - ii. Map up to one (1) session data project purchased as part of this Project into the Dashboard Fields section.
 - iii. Provide up to two (2) hours of training and demonstration to the Customer for ongoing maintenance of the dashboard.
 - d. Customer Responsibilities

Order Form

- i. Design and program all survey(s) that are to be mapped to dashboards.
 - ii. Determine key metrics to be used in the dashboard.
 - iii. Define and share with Delivery Team specific role-based access requirements for dashboard, specific pages, and responses.
 - iv. Create needed user accounts, either manually or via batch upload, and ensure that any users who require data restrictions or role-based access have appropriate attributes saved in the Qualtrics platform.
 - iii. On Demand Hours
 - 1. Delivery Team will be available for a total of **twenty (20) consulting hours** to be used during the defined project duration. These hours may be used for any of the following activities:
 - a. Guidance on project structure and design
 - b. Guidance on project configuration
 - c. General project status calls
 - d. Research and respond to emailed questions
 - e. General training
 - 2. Consulting hours are intended to be used for project-specific guidance. Any support required beyond the included hours may require a new, signed statement of work with additional fees. For general product questions, we recommend using the online resources at qualtrics.com/support or contacting the Qualtrics Support team. These services do not count towards consulting services.
 - iv.
- b. Exclusions
 - i. Anything not listed above is excluded from scope of the Project.
 - ii. No coding customizations will be provided by the Delivery Team.
 - iii. Year 2 Services are excluded from the scope of the Project. Delivery Team strongly recommends that the Customer purchases ongoing services for Year 2 that will help drive continual program success and improvements in XM competency. Customer should reach out to the Delivery Team to discuss options.
- c. Assumptions
 - i. For the duration of the Project, Customer will provide the Delivery Team with access to Customer's Qualtrics brand (account) as a brand administrator.
 - ii. Delivery Team and Customer will mutually agree to the list of specific browsers that should be tested as per Project requirements. Qualtrics' standard browser compatibility policy is specified in the "Browser Compatibility & Cookies" section of the Qualtrics support pages: (<https://www.qualtrics.com/support/survey-platform/getting-started/browser-cookies/>).

3. Responsibilities

- a. Delivery Team Responsibilities
 - i. Engages with Customer throughout the Project, keeping the Customer informed of timelines and progress toward completion throughout the Project.
 - ii. Shares training resources as appropriate for each Deliverable, which may be in the form of live online training, online materials, and/or free online webinars.
 - iii. Offers guidance and support required to ensure Customer can fulfill the responsibilities listed in Schedule 1 for each Deliverable.
 - iv. For projects that involve a new license setup, provides initial configuration of license and Qualtrics account, including creation of up to 3 brand administrator users.
 - v. The purpose of the Project is for Delivery Team to perform full setup and configuration of Qualtrics as a full-service implementation. Please see Schedule 1 for a list of Delivery Team and Customer responsibilities.
 - vi. Please see Schedule 1 for a list of Delivery Team and Customer responsibilities.
- b. Customer Responsibilities
 - i. Engages actively throughout the Project, following a cadence decided with Delivery Team during kickoff call; changes or cancellations of any meetings require 24 hours' notice in order to avoid forfeiture of allotted time.

Order Form

- ii. Manages User Acceptance Testing (“UAT”) process and any special testing requirements, ensuring that each stage of the Project is complete and the scope of work has been met. This may include:
 - 1. Uploading sample data to the Qualtrics platform to test system functionality and license settings.
 - 2. Validating that scoped features and settings were implemented correctly and meet the requirements of the Project.
 - 3. Engaging other stakeholders within Customer’s organization as needed to test technical or functional aspects of the Qualtrics platform.
- iii. As needed, provides resources to fill all required roles for successful implementation, which may include project sponsorship, signatory, stakeholder management, project coordination, customer experience lead, technical lead, operational support.
- iv. Maintains all features included in the license after the implementation period, including any updates to Deliverables created during the Project, as well as the creation of any new Deliverables, including surveys and dashboards.
- v. For projects that involve a new license setup, provides required information for setup of brand administrator accounts; brand administrator users may create additional user accounts and manage access to the license, in accordance with any limitations specified in the license terms.

4. Governance

- a. Delivery Team will coordinate with Customer to schedule a Project kickoff call, at which time the Project begins. Timing of kickoff call will be mutually agreed between Delivery Team and Customer based on Delivery Team availability and Customer’s milestones. It is estimated that the Project will begin within two (2) weeks after the Effective Date of this Statement of Work, subject to the Delivery Team’s queue. The Project duration will last for up to thirty-six (36) weeks. If additional weeks are needed or requested by Customer, the cost is \$500 p/week.
- b. Unless otherwise agreed by both parties in writing, all interactions and meetings will be conducted in English, and will be conducted remotely, via phone, email, or video conference.

5. Acceptance Criteria

- a. Once a Project phase is completed and the Delivery Team provides notification of the Deliverables for review and approval, the Customer will either (1) confirm the requirements have reasonably been met and sign off on the approval for the next implementation phase to begin or (2) reply to the Delivery Team, in writing, detailing the specific requirements that must still be met. Upon mutual agreement, both parties may agree to extend the time period for UAT, though additional time may impact Project timelines and budget and be subject to a Change Order (as defined below).
- b. Deliverables are reviewed and signed off according to the following process:
 - i. Delivery Team will submit final drafts for review and sign-off at least 5 business days prior to the Deliverable completion date.
 - ii. Customer will sign off or report any issues within 5 business days of draft submission.
 - iii. The Delivery Team will correct reported issues within a mutually agreed time frame.
 - iv. Customer will provide written feedback and raise issues related to the reworked portion of the Deliverable within a mutually agreed time frame, and the Delivery Team will make changes necessary to resolve the issues.
 - v. Customer will provide final review and signoff on the reworked Deliverables within 2 business days.
 - vi. Deliverables will be considered accepted if the Customer does not provide written notification of Deliverable rejection within the timelines specified above.

6. Third Party Vendors and Products

- a. Customer remains responsible for their own vendors and third parties providing services related hereto.
- b. Delivery Team is not responsible for third party products obtained by Customer.

7. Change Orders

- a. If Customer or Delivery Team wishes to change the scope of the Project, they will submit details of the requested change to the other in writing. Delivery Team will, within a reasonable time after such request is received, provide a written estimate to Customer of changes to Project cost, timeline, and/or scope.
- b. Promptly after receipt of the written estimate, Customer and Delivery Team will negotiate and agree in writing on the terms of such change (a “Change Order”). Each Change Order complying with this Section will be considered an amendment to this Statement of Work.

Order Form

Schedule 1: Implementation Deliverable Description Glossary

For a list of specific Deliverables included in this Project, refer to Section 2: Project Scope above.

The following glossary outlines all Deliverables that *may* be included in a Qualtrics Implementation, along with associated Delivery Team and Customer responsibilities. **Deliverables listed below may not be included in the specific Project referenced in the above Statement of Work.**

Unless otherwise noted, all Deliverables will be configured using standard features available in the Qualtrics platform; custom features can be scoped and purchased separately through Delivery Team Engineering Services. For all Deliverables, Customer is responsible for any setup or configuration beyond what the Delivery Team provides as part of the Project, including additional surveys or dashboards, and any required translations for surveys, dashboards, reports, Website Feedback creatives, or any other features of the Qualtrics platform. **Customer will maintain all aspects of the Deliverables after completion of the Project.**

Deliverable + Description	Associated Responsibilities
Action Planning Configuration <i>The Action Planning module enables creation and management of action plans based on specific types of customer feedback. These action plans make it easier to address customer feedback and tackle the root causes of customer complaints.</i>	Delivery Team Responsibilities Configure one (1) Action Planning dashboard page, including one (1) Action Planning widget Configure one (1) dashboard with up to ten (10) widgets to enable reporting of Action Planning data. The widget(s) will be based on the Action Planning data set only. Customer Responsibilities Identify and configure specific fields within the Action Planning module.
Adobe Analytics Integration Support <i>Adobe Analytics integration allows survey responses to be passed back to Adobe Analytics. If using the Qualtrics Website Feedback functionality, Adobe Analytics variables from the website may be passed to Qualtrics as embedded data within a survey.</i>	Delivery Team Responsibilities Provide support to ensure Customer can fulfill responsibilities outlined below. Customer Responsibilities Identify Adobe Analytics variables to use in intercept logic, as well as website and Adobe Analytics variables to pass to a survey response. Create embedded data fields in the Qualtrics platform using Website Feedback to populate within Adobe Analytics. Configure the integration to enable sending survey responses to Adobe Analytics. Note: Any questions about Adobe reports will be handled through Adobe Support.
API Advanced Support <i>The Qualtrics REST API allows querying of the Qualtrics platform using common URL syntax. Advanced support includes more consulting time than introductory support. <u>Must be purchased with API introductory support.</u></i>	Delivery Team Responsibilities Provide up to five (5) one-hour sessions including an overview of executing web service calls from the Qualtrics platform using a web service task, and capabilities included in the website feedback in-app software development kit (SDK). Provide up to five (5) hours of API consulting, available during the implementation period, which can be used for support via conference calls or email. Customer Responsibilities Assign one or more developer (but no more than ten) with experience programming using RESTful API endpoints to Project tasks. Configure requests using DELETE, PUT, GET or POST requests. Own setup, maintenance, and troubleshooting of any integrations built using the Qualtrics REST API.
API Introductory Support <i>The Qualtrics REST API allows querying of the Qualtrics platform using common URL syntax.</i>	Delivery Team Responsibilities Provide Customer with available API documentation and provide guidance on API access. Provide up to two (2) one-hour sessions including an overview of Qualtrics system modules and common use cases in API usage. Provide up to two (2) hours of API consulting, available during the implementation period, which can be used for support via conference calls or email. Customer Responsibilities Ensure at least one (max of 10) developer familiar with the use of REST to access API endpoints is engaged in implementation Project.

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	<p>Configure requests using DELETE, PUT, GET or POST requests. Own setup, maintenance, and troubleshooting of any integrations built using the Qualtrics REST API.</p>
<p>B2B Command Center Support Qualtrics Business to Business ("B2B") Command Center gives Customers a dashboard view into actionable key account management value drivers</p>	
<p>Batch User Creation - per 1000 users <i>Batch user upload eliminates the need to manually create user accounts for existing user groups by uploading in batches. User accounts are created with appropriate roles and attributes as defined by customer.</i></p>	<p>Delivery Team Responsibilities Upload batch files of users with associated role/attributes.</p> <p>Customer Responsibilities Provide a list of users and associated roles/attributes in a standard file format specified by Delivery Team.</p>
<p>Chat & Comms Integration Support <i>Slack integration allows you to automate notifications based on survey feedback, or share a single-question survey within a public Slack channel.</i></p>	<p>Delivery Team Responsibilities Advise on best practices for setting up a Slack survey in one of two ways, to be decided by Customer: Notify a channel when a survey has been answered based on predefined conditions. Send a one-question survey to a public Slack Channel.</p> <p>Customer Responsibilities Download Qualtrics app and allow access to the Slack account. Configure a survey within the Qualtrics platform for integration with Slack. Determine which Slack survey setup is most appropriate, choosing from the two options provided above. Based on the survey setup chosen, either define the conditions for triggering slack notifications and provide message text for the integration, or add the custom survey to the desired Slack channel.</p>
<p>Closed Loop Follow-Up Configuration <i>Ticketing is a way to assign ownership of a task to an individual or role to enable quick action based on customer survey responses. Tickets can be managed within the Qualtrics platform through the follow-up page, and dashboards can be used to track relevant metrics.</i></p>	<p>Delivery Team Responsibilities Configure logic and field sets for up to five (5) Tickets tasks. Create one (1) dashboard to enable reporting of ticketing-related metrics that can be gathered using standard ticketing functionality.</p> <p>Customer Responsibilities Define and configure logic behind ticket task creation and routing. If dynamic ticket assignment is desired, ensure the username of assignees are included as an Embedded Data field in each survey response. (Manual ticket assignment may be used as an alternative).</p>
<p>Conjoint Support <i>The Qualtrics Conjoint tool enables survey setup using conjoint analysis, which is a method used to uncover the feelings a respondent has for the features and attributes of a product or service.</i></p>	<p>Delivery Team Responsibilities Provide support to ensure Customer can fulfill responsibilities outlined below.</p> <p>Customer Responsibilities Determine which attributes are to be evaluated, and which levels should be available to measure within each attribute. Configure the conjoint tool within each survey.</p>
<p>CRM Integration Support <i>The Customer Relationship Management ("CRM") integration enables data sharing and workflow integration between Customer's CRM and Qualtrics. Details around CRM-specific capabilities are available on Qualtrics' website support pages.</i></p>	<p>Delivery Team Responsibilities Ensure permissions are enabled for CRM integration. Provide demonstration on the use of the CRM integration capability, which may include the following based on the CRM being integrated with: - Using workflow rules in CRM to trigger Qualtrics surveys. - Mapping survey responses into a CRM object, for access and reporting within CRM.</p> <p>Customer Responsibilities Ensure at least one (max of 10) CRM administrator(s) responsible for Customer's CRM environment is engaged in the implementation Project. Ensure full access to a CRM account. Program surveys within Qualtrics platform to be used with CRM integration. Set up and implement all relevant CRM workflow rules required as part of this integration. Ensure availability of all required custom objects within CRM (e.g., survey record). As applicable, verify that Qualtrics survey data appears successfully within the CRM environment.</p>

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Order Form

	<p>Note: Delivery Team will not access Customer CRM environment as part of this Project. Customer must own and have full access to a CRM account.</p>
<p>Customer Service Integration Support <i>The Customer Service Integration feature enables the creation or updating of tickets within Customer's incident management application. Details around incident management-specific capabilities are available on Qualtrics' website support pages. Supported Customer Service Platforms are:</i> Freshdesk JIRA ServiceNow Zendesk</p>	<p>Delivery Team Responsibilities Support for integration for one (1) supported Customer Service system. Ensure permissions are enabled for incident management system integration. Provide demonstration on the use of the incident management integration capability, which may include the following based on the incident management system being integrated with:</p> <ul style="list-style-type: none"> Using criteria within a Qualtrics survey to create or update a ticket within the incident management system. Reviewing available incident management ticket fields (e.g., Assignee ID, Priority, Status) that can be set as part of the Customer Service Integration feature. <p>Customer Responsibilities Ensure at least one (max of 10) incident management system administrator responsible for Customer's incident management system environment is engaged in the implementation Project. Ensure full access to an incident management system account. Program surveys within Qualtrics platform to be used with incident management system integration. Set up and implement all relevant incident management system workflow rules required as part of this integration. Ensure availability of all required custom objects within the incident management system (e.g., survey record). As applicable, verify that Qualtrics survey data appears successfully within the incident management system environment.</p> <p>Note: Delivery Team will not access Customer incident management system environment as part of this Project. The Customer must own and have full access to an incident management system account.</p>
<p>Dashboard Configuration <i>Dashboards can be used to share the results of ongoing research programs by mapping one or more data sources into dynamic visualizations called widgets. Widgets dynamically present data in graphs, pictures, and tables. Dashboard pages can be used to group widgets in impactful ways. Both pages and widgets can be filtered, edited, and shared with restrictions based on audience needs and security levels.</i></p>	<p>Delivery Team Responsibilities Design and program all survey(s) that are to be mapped to dashboards. Conduct a scoping and design call with Customer upon commencement of license to agree upon dashboard content and layout. Configure one (1) dashboard with up to three (3) pages, including up to twenty (20) widgets per page, after the surveys have been programmed by Customer. Connect the dashboard to one or all of the surveys purchased as part of this Project. Map up to twenty (20) survey questions and up to thirty (30) embedded data fields per survey to the dashboard. Configure up to three (3) user roles; grant role-based access to the dashboard, including access to specific pages and responses, as defined by Customer. Create needed user accounts, either manually or via batch upload, and ensure that any users who require data restrictions or role-based access have appropriate attributes saved in the Qualtrics platform.</p> <p>Customer Responsibilities Determine key metrics to be used in the dashboard. Define and share with Delivery Team specific role-based access requirements for dashboard, specific pages, and responses.</p>
<p>Dashboard Translation Support - per language, per dashboard <i>Have you ever wanted to share a dashboard with a client or colleague who spoke another language? With Label Translations, you can translate all the content in your dashboard.</i></p>	<p>Delivery Team Responsibilities Advise Customer on how to use the Qualtrics platform to load label translations into one (1) dashboard. Assist with troubleshooting as needed.</p> <p>Customer Responsibilities Load data to Qualtrics platform. Conduct all required translation of dashboard labels.</p>
<p>Data Isolation Setup <i>All Qualtrics data and brands are protected with the utmost care. However, for those who wish to have more control over security settings, Data Isolation allows Brand Administrators a wide range of customization options, including user login tracking, additional password</i></p>	<p>Delivery Team Responsibilities Configure Customer's Qualtrics license to support this security feature. Validate that advanced security features have been successfully implemented.</p>

Order Form

requirements, lockout settings based on failed login attempts, and much more.	
Frontline Feedback Support <i>Frontline Feedback is used to collect, organize, and prioritize suggestions from users in your Qualtrics license. Each feedback request contains a set of attributes with important information about the request. Users may interact with the feedback request by commenting, voting, and categorizing feedback requests. You can prioritize requests through sorting, filtering, and searching capabilities as well as view feedback in aggregate through the use of dashboards.</i>	Delivery Team Responsibilities Conduct one (1) custom training for the feedback moderator, and up to one (1) end user stakeholder session for the Frontline Feedback feature. Configure one (1) Frontline Feedback Project, including sharing permissions, notifications, custom statuses and one (1) dashboard page to view the collected feedback. Customer Responsibilities Performs responsibilities necessary for the Project and as outlined in this Statement of Work.
Marketo Integration Support <i>Marketo integration allows you to generate links in Qualtrics and assign them to leads from a static list in Marketo. Each generated link is immediately stored in a Marketo Lead Field, and a token may be inserted into a Marketo email campaign to assign personalized survey links to each unique lead.</i>	Delivery Team Responsibilities Provide support to ensure Customer can fulfill responsibilities outlined below. Customer Responsibilities Create the API-only user, create a new service, and enter Marketo IDs into Qualtrics. Generate links and distribute them to contact lists as appropriate.
Native Application Feedback Support <i>Website / App Feedback projects are a great way to reach out to your website visitors. You can create professional and beautiful graphics that appear in special conditions to advertise something or to request feedback. You can also customize when you want to approach visitors.</i>	Delivery Team Responsibilities Support Customer in configuration of application intercept (1) purchased as part of this Project. Advise Customer in obtaining code from the Qualtrics platform for use in application feedback intercepts. Review configured application intercepts to verify best practices are followed and intercepts are ready for production. Customer Responsibilities Configure the application intercepts to be used for sourcing survey participants. Build Website Feedback surveys using the Qualtrics Platform. Deploy and maintain Website Feedback code on applicable Customer-owned domains.
Offline App Setup	Delivery Team Responsibilities Ensure Customer's account is enabled for Offline App access. Set up one of the surveys included in this project for Offline App access.
Online Reputation Management Configuration The Qualtrics social media management tool, customers can actively monitor the online reputation of their physical locations. The tool scrubs the internet for reviews on specific store or office locations, and feeds them into the Qualtrics platform for Easy visualization in Vocalize dashboards.	Delivery Team Responsibilities Support the configuration of Customer's aggregator account (to be performed by a third party). Configure the Qualtrics social media management tool to pull aggregator data into Customer's account. Provide the Customer with one (1) dashboard page created from a Qualtrics ORM template, which will display data from the social media management tool. Customer Responsibilities Provide all physical locations of Customer's organization to be monitored within the social media management tool. The number of locations cannot exceed those purchased as part of Customer's license configuration. Manage dashboard access permissions and invitations, with advice and support from Delivery Team. Validate that dashboard data and permissions are configured correctly. Create needed user accounts, either manually or via batch upload, and ensure that any users who require data restrictions or role-based access have appropriate attributes saved in the Qualtrics platform. Configure user roles; grant role-based access to the dashboard. <i>Note: Integration will retrieve up to 90 days of historical data at configuration. Dashboard page provided is a standard page created from a Qualtrics template; customized dashboard builds must be purchased separately.</i>

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<p>Org Hierarchy and User Setup - up to 1000 users <i>Org Hierarchy and User Setup eliminates the need to manually create user accounts for existing user groups by uploading in batches. User accounts are created with appropriate roles and attributes as defined by the Customer.</i></p>	<p>Delivery Team Responsibilities Upload batch files of users with associated role/attributes.</p> <p>Customer Responsibilities Provide a list of users and associated roles/attributes in a standard file format specified by Delivery Team.</p>
<p>Predict iQ Support <i>PredictIQ uses survey responses and embedded data to predict whether individual respondents will eventually churn.</i></p>	<p>Delivery Team Responsibilities Provide demonstration on the use of the Predict iQ capability, including the following:</p> <ul style="list-style-type: none"> • Creating a prediction model using a Churn embedded data value. • Using the Churn Probability and Churn Prediction features of the Data Analysis tab. • The use of actions to manage real-time churn alerts. • How to use historical data to create a Churn model. <p>Assist in the creation of one (1) Churn model in a single survey, and, if desired, configure one (1) trigger based on the Churn variable.</p> <p>Customer Responsibilities Import any historical data required as part of this Project. Create one (1) Churn variable within the Qualtrics platform.</p> <p><i>Note: Predict iQ requires a minimum of 500 survey responses from customers that have churned in order to predict future Churn; 5,000 or more responses will provide best results. If this amount of data is not available during implementation, test data may be generated. Customer must understand prediction models and is responsible for deciding how Predict iQ will be configured.</i></p>
<p>Salesforce Integration Support <i>Salesforce integration is an out-of-the-box integration that allows for surveys to be triggered and sent to recipients from Salesforce and information to be mapped from a survey back into Salesforce. Surveys can be triggered from Salesforce events and survey response data can be sent back to Salesforce.</i></p>	<p>Delivery Team Responsibilities Ensure permissions are enabled for Salesforce integration. Provide demonstration on the use of the Salesforce integration capability, including the following (up to 3 one hour meetings):</p> <ul style="list-style-type: none"> • Using workflow rules in Salesforce to trigger Qualtrics surveys. • Mapping survey responses into a Salesforce object, for access and reporting within Salesforce. <p>Customer Responsibilities Ensure at least one (max of 10) Salesforce administrator(s) responsible for the Customer's Salesforce environment is engaged in implementation Project. Ensure full access to a Salesforce account. Program surveys within Qualtrics platform to be used with Salesforce integration. Set up and implement all Salesforce workflow rules required as part of this integration. Ensure availability of all required custom objects within Salesforce, eg. (Survey Record). Verify that Qualtrics survey data appears successfully within Salesforce environment.</p> <p><i>Note: Delivery Team will not access Customer Salesforce environment as part of this Project. Customer must own and have full access to a Salesforce account.</i></p>
<p>SDK Introductory Support <i>The Qualtrics Mobile SDK allows display of the Qualtrics creative via the Intercept using Qualtrics-provided functions.</i></p>	<p>Delivery Team Responsibilities Provide Customer with available SDK documentation and provide guidance on SDK integration. Provide up to two (2) one-hour sessions including an overview of Qualtrics system modules and common use cases in SDK usage. Provide up to two (2) hours of SDK consulting, available during the implementation period, which can be used for support via conference calls or email.</p> <p>Customer Responsibilities Provide at least one (max of 10) developer(s) familiar with the use of iOS, React Native, or Android development to install Qualtrics Mobile SDK in Mobile App Project. Own setup, maintenance, and troubleshooting of any integrations built using the Qualtrics SDK.</p>
<p>SSO Configuration <i>With Single Sign-On (SSO), users can log into the Qualtrics platform using their organization's internal login system, providing a seamless user experience, and allowing simple attribution of responses.</i></p>	<p>Delivery Team Responsibilities Provide documentation, specifications, and requirements for SSO set-up. Conduct Q&A session with Customer and Customer IT/SSO team to identify any potential roadblocks, including a non-standard SSO system. Configure a test brand to validate SSO setup. Provide configuration details for the test brand and a login URL for setup validation. Provide support in troubleshooting any errors that arise in the test instance.</p>

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<p><i>SSO is configured using standard Qualtrics SSO capabilities. For an overview of supported SSO types and system requirements, see https://www.qualtrics.com/support/survey-platform/sp-administration/single-sign-on/.</i></p>	<p>Test the SSO setup within a test brand before transferring to the live brand. After successful testing of the configuration, provide configuration details to the Customer for the live brand, then transfer the configuration to the live brand.</p> <p>Customer Responsibilities Provide key configuration details of the SSO system as requested by Delivery Team, depending on the type of SSO connection. If customer SSO can support it, ensure SSO is set up to pass any user attributes required for dashboard permissioning. Ensure that a user in the Customer's IdP can successfully login to the Qualtrics platform using their SSO credentials.</p>
<p>Stats iQ Describe/Relate Support <i>Stats iQ automatically runs statistical tests and visualizations then translates results into simple language that anyone can put into action. The Describe capability visualizes and summarizes a variable, enabling you to get a feel for how your data is structured, examine any issues with your data, and think up hypotheses to explore later. The Relate capability explores the relationships between variables. When you select two variables and Relate, Stats iQ will choose the appropriate statistical test based on the structure of the data, run that test, then translate the results into plain English.</i></p>	<p>Delivery Team Responsibilities Provide support to ensure Customer can fulfill responsibilities outlined below.</p> <p>Customer Responsibilities Configure Stats iQ for the Describe and Relate capabilities, including selecting variables, relating topics, and running analyses.</p>
<p>Stats iQ Pivot/Regression Support <i>Stats iQ automatically runs statistical tests and visualizations then translates results into simple language that anyone can put into action. Creating a pivot table allows you to compare variables to each other in a heavily customizable, cross tab-like table. Creating a regression card will allow you to understand how the value of one variable in your data set is impacted by the values of others. This comes in the form of an estimated mathematical formula that describes the relationship between the chosen variables.</i></p>	<p>Delivery Team Responsibilities Provide support to ensure Customer can fulfill responsibilities outlined below.</p> <p>Customer Responsibilities Configure Stats iQ for the Pivot and Regression capabilities, including selecting variables, creating a pivot table, and creating a regression card.</p>
<p>Survey Configuration <i>Survey configuration ensures your survey is designed and configured according to best practices and your requirements.</i></p>	<p>Delivery Team Responsibilities Build all required surveys and reports using the Qualtrics platform, with design and review input from Customer. Configure automated survey distribution through channel(s) supported by the platform (e.g. email, SMS, etc.). Perform testing through generating test responses, survey preview, or other appropriate in-platform means to validate the survey setup and flow. Develop, apply and maintain any custom code (e.g., CSS, JavaScript, HTML) applied to the survey (additional Engineering Services costs will apply for such support to be activated)</p> <p>Customer Responsibilities Complete up to two (2) survey reviews per survey with Delivery team against Customer's survey experience and reporting requirements. The survey may include up to up to thirty (30) questions, including up to thirty (30) embedded data fields. Validate that all responses are collected in the format expected before the first project is launched.</p>

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<p>Survey Data Migration (One-Time; Up to 50,000 responses) <i>Survey Data Migration involves the managed import of suitably formatted legacy/third party survey (response) data into the Qualtrics platform.</i></p>	<p>Delivery Team Responsibilities Guide the Customer in configuring up to one (1) target survey to contain legacy/third party survey data. Guide the Customer in formatting legacy/third party survey data in to the associated Qualtrics Import format. Guide the Customer in importing up to one (1) formatted legacy/third party survey data file into Qualtrics. Confirm the correct import of up to one (1) legacy/third party data file into Qualtrics. The survey may include up to up to thirty (30) questions, including up to thirty (30) embedded data fields.</p> <p>Customer Responsibilities Provide the legacy/third party survey data. Take guidance from the Delivery Team on the initial one (1) import file. Format and import any additional legacy/third party data beyond the initial one (1) file.</p>
<p>Survey Translation Support - per language, per survey <i>Multiple languages can be added to a single survey within the Qualtrics platform, allowing localization of survey display language while maintaining all responses within a single dataset.</i></p>	<p>Delivery Team Responsibilities Advise Customer on how to use the Qualtrics platform to load survey translations. Assist with troubleshooting as needed.</p> <p>Customer Responsibilities Load data to Qualtrics platform. Conduct all required translation of survey questions, messages, etc.</p>
<p>Tableau Integration Support <i>Tableau integration makes Qualtrics data available for use in Tableau dashboards. This integration enables you to view Qualtrics survey data alongside all other data included in your dashboards.</i></p>	<p>Delivery Team Responsibilities Advise on the steps to connect Qualtrics with Tableau.</p> <p>Customer Responsibilities Ensure that the either current version of Tableau or any of the prior 2 updates are used for the integration. Configure all Tableau dashboards using survey response data from the Qualtrics platform. Verify that Qualtrics survey data appears successfully within the correct Tableau environment.</p>
<p>Theme Configuration <i>Dynamic themes allow you to send surveys that align with your brand. Themes are made up of a logo, primary color, and background image/color.</i></p>	<p>Delivery Team Responsibilities Create survey theme for Customer, in accordance with any limitations specified in the license terms.</p> <p>Customer Responsibilities Submit theme logos, styles, and colors using the Qualtrics Theme Builder.</p>
<p>Text iQ Configuration <i>Text iQ enables search and categorization of textual responses into topics. The system automatically generates recommendations, and users can manually add topics using enhanced search functionality that includes stemming and spell check for expanded results.</i></p>	<p>Delivery Team Responsibilities Merge topics from up to three (3) text questions into a dashboard for reporting purposes. Configure up to one (1) dashboard page, including up to ten (10) widgets, to visualize the results of the topic analysis.</p> <p>Customer Responsibilities Manually create topics as required for the Project. Determine topics to include in the analysis from manually-created or automatically recommended topics.</p> <p>Note: The system will make best-effort recommendations for automatic topic creation, though Qualtrics recommends a minimum of 10,000 comments per field for best performance of automatic topic creation.</p>
<p>Vanity URL Setup <i>Host your Qualtrics surveys, dashboards, and user accounts on a custom web address to ensure alignment with your company brand.</i></p>	<p>Delivery Team Responsibilities Coordinate efforts of Customer IT team and Delivery Team Technical Operations team as required to set up the Vanity URL. Configure Vanity URL, including certificate registration and domain setup.</p> <p>Note: Customer's first year license fee must be paid in full before work can commence on vanity URL setup. This is due to the fact that Qualtrics must purchase and register certificates for the vanity domain and make configuration changes with their Content Delivery Network (CDN).</p>
<p>Voice IQ Support <i>Voice IQ enables customers to analyze full-length recordings of their contact center conversations between customers and agents in order to extract insights about the experience such as topics, sentiment, and emotion. Contact center conversations include a treasure trove of experience data that was previously not available through surveys.</i></p>	<p>Delivery Team Responsibilities Build a survey to store transcribed Voice to Text data. Build a dashboard to allow for analysis and review of transcribed Voice to Text data. Create basic filters and functionality including both voice analysis and textIQ analysis.</p> <p>Customer Responsibilities Responsibility for the installation and configuration of the third party aggregation system</p>

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<p><i>Voice iQ is powered by a Qualtrics partner ecosystem.</i></p>	
<p>Website Feedback Support <i>Website / App Feedback projects are a great way to reach out to your website visitors. You can create professional and beautiful graphics that appear in special conditions to advertise something or to request feedback. You can also customize when you want to approach visitors.</i> <i>*Replace the term 'website' with 'mobile app' when applicable.</i></p>	<p>Delivery Team Responsibilities Support Customer in configuration of domain(s) and intercept(s) purchased as part of this Project. Advise Customer in obtaining code from the Qualtrics platform for use in Website Feedback intercepts. Review configured web intercepts to verify best practices are followed and intercepts are ready for production.</p> <p>Customer Responsibilities Configure the web intercepts to be used for sourcing survey participants. Build Website Feedback surveys using the Qualtrics Platform. Deploy and maintain Website Feedback code on applicable Customer-owned domains. Build creative elements of Website Feedback, including popovers, feedback tabs, side bars, etc. Configure Website Feedback intercepts, including the logic determining when to present creatives. <i>*Replace the term 'website' with 'mobile app' when applicable.</i></p>
<p>XM Guided Solution & Solution Playbook <i>XM Guided Solutions provide pre-configured surveys, expert-validated methods, and dashboards tailored to the Customer's CX Use Case..</i></p>	<p>Delivery Team Responsibilities Provide Customer with access to use case specific guided solution consisting of pre-built Survey(s) and Dashboard. Provide Customer access to the use case specific solution playbook. Conduct a 1 hour meeting to review the solution playbook with Customer. Customer can choose to use the above described Dashboard Configuration and/or Survey Review Implementation Deliverables to support Customer specific configurations to the Survey and Dashboard projects provided as part of the XM Guided Solution. If Customer chooses not to do so, then no additional configuration support is provided for the XM solution.</p>
<p>XM Directory Automations Support <i>XM Directory Automations is a feature within XM Directory, where you can configure scheduled automations to import contacts from a file, and/or configure distributions to be sent to contacts in a mailing list. The file may be transferred via SFTP (either a customer-hosted SFTP account or a Delivery Team-hosted SFTP account) or the Qualtrics File Service (QFS). Note that there may be additional services costs for a Delivery Team-hosted SFTP Account.</i></p>	<p>Delivery Team Responsibilities Provide consultation on setting up one (1) Contact Import Automation and/or one (1) Distribution Automation, including</p> <ul style="list-style-type: none"> • One (1) Import file • Automation message library setup • File processing rules support • Field mapping (Up to forty (40) fields) and row exclusions rules • One (1) distribution logic set • Frequency of distribution (hourly, daily, weekly) <p>Provide all documentation available related to XM Directory Automations. Assist Customer in testing automation configuration and troubleshooting for up to four (4) hours. Review configuration and verify best practices are followed.</p> <p>Customer Responsibilities Configuration and testing of additional Contact Import and Distribution Automations, if required. Configuration and testing of additional Distribution Logic sets, if required If Customer is using a Delivery Team-provided SFTP server, information required by Delivery Team Engineering such as IP Address range information will be provided to Delivery Team within one (1) week of the Project kickoff date. If the related IP Address/Range is not wholly owned and managed by Customer, the IP Address/Range may be subject to review and approval by the Delivery Team Security Operations team, which may result in additional delays to the project schedule. If Customer is using their own SFTP server, the credentials for this server will be provided to Delivery Team within one (1) week of the Project kickoff date. Provide an import file matching the following:</p> <ul style="list-style-type: none"> • UTF-8 Encoding • CSV delimited format • Up to 10,000 records per file • Plaintext or PGP-encrypted • Has a header row with at least the following mandatory fields: <ul style="list-style-type: none"> ◦ Field containing Contact Email Address ◦ Field containing Contact First Name ◦ Field containing Contact Last Name <p>Provide a sample of the file for upload/import on the Project kickoff date. Provide all requested technical information required promptly, including sample files, IP ranges for whitelisting if appropriate, library messages, and other information. Configuration of Qualtrics XM Directory (opt outs, deduplication, contact frequency, sampling logic, and quota management).</p>

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	<p>Have Qualtrics API access enabled on Customer's Qualtrics license. Qualtrics API license is priced separately and not included in this Statement of Work.</p> <p>Have Qualtrics XM Directory Automations enabled on Customer's Qualtrics license. Qualtrics XM Directory Automations are priced separately and not included in this Statement of Work.</p>
<p>XM Directory Support</p> <p><i>XM Directory is a contact management platform that allows you to create and update contact information in one central database and send surveys directly to mailing lists, decrease the number of duplicate contacts easily to prevent repeat uploads, and manage your global opt-outs from the directory. You can also limit the amount of times a respondent can be contacted by your brand to prevent response fatigue and improve the survey taking experience.</i></p>	<p>Delivery Team Responsibilities</p> <p>Provide consultation on contact frequency, deduplication, sample upload, embedded data fields, and ideal license configuration.</p> <p>Review configuration and verify best practices are followed.</p> <p>See also XM Directory Automations Support.</p> <p>Customer Responsibilities</p> <p>Manage, clean, and upload a sample file and all panel files to Qualtrics platform.</p> <p>Create sample plans or weighting matrices as appropriate.</p> <p>Build integrations between Qualtrics platform and Customer databases as required for this Project.</p>
<p>XM Directory Advanced Support</p> <p>XM Directory is a contact management platform that allows you to create and update contact information in one central database and send surveys directly to mailing lists, decrease the number of duplicate contacts easily to prevent repeat uploads, and manage your global opt-outs from the directory. You can also limit the amount of times a respondent can be contacted by your brand to prevent response fatigue and improve the survey taking experience.</p>	<p>Delivery Team Responsibilities</p> <p>Provide consultation on transactional data, distribution funnel reporting, and multiple directories.</p> <p>Review configuration and verify best practices are followed.</p> <p>Customer Responsibilities</p> <p>Build integrations between Qualtrics platform and Customer databases as required for this Project.</p> <p>Maintain any lists, integrations or settings configured as part of this Project.</p> <p>Note: Does not include automations support - support for XM Directory Automations must be purchased in addition to this deliverable.</p>

Master Services Agreement

Page 1 of 19



Contract # **MA3289**

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Qualtrics, LLC

LEGAL STATUS OF CONTRACTOR

Name

☐ Sole Proprietor

333 W. River Park Dr.

☐ Non-Profit Corporation

Address

☒ For-Profit Corporation

Provo

UT

84604

☐ Partnership

City

State

Zip

☐ Government Agency

Contact Person Chase Winder Phone # 801-243-9028 Email cwinder@qualtrics.com

Vendor #VC0000186463 Commodity Code 43230, #81110, #81112 , 20821


2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Experience Management Software as a Service (SaaS) for the State of Utah.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on BidRS19041. The Department of Technology Services will facilitate purchases under this contract.
4. CONTRACT PERIOD: Effective Date: September 20, 2019 Termination Date: September 19, 2022 unless terminated early or extended in accordance with Section 6 of this Agreement. Renewal options (if any): See Section 6.1 of this Agreement.
5. Administrative Fee: 0.10% or 1/10 of 1% of the Fees paid by Eligible Users under the applicable Report as set forth in Section 11.31 of the Agreement.
- [State of Utah internal: Executive Branch Agency purchases must be authorized by DTS prior to purchasing. For authorization, either purchase through DTS by placing a purchase request through ServiceNow or request an exception through ServiceNow by clicking [here](#). Any questions, please ask the IT Director assigned to your agency.]
6. ATTACHMENT A: Mutually-agreed Master Services Agreement for ☐ Goods ☒ Services and ☒ IT
ATTACHMENT B: Platform Costs
ATTACHMENT C: Implementation Packaging & Pricing
EXHIBIT A: Insurance Coverage
EXHIBIT B: Service Level Agreement/Incident Response
7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

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V180914 20 September 2019

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

CONTRACTOR (QUALTRICS, LLC)



Sep 20, 2019

Contractor's signature


Date

Mark Creer

Managing Counsel

Type or Print Name and Title

STATE



Sep 20, 2019

Director, Division of Purchasing

Date

Rick Straw	(801) 538 3166	NA	rstraw@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

[Remainder of page left intentionally blank.]

This Master Services Agreement (this “**Agreement**”) is effective as of **September 20, 2019** (the “**Effective Date**”), by and between Qualtrics, LLC (“**Qualtrics**” or “**Contractor**”) and the State of Utah (“**Customer**,” and each of Qualtrics and Customer, a “**Party**,” and collectively, the “**Parties**”). This Agreement is a framework document to establish a Services-based relationship between the Parties.

Definitions

A. Capitalized terms used in this Agreement are defined in line with the text, or as included below in this Section A.

1. “**Contractor**” means Qualtrics, including its agents, officers, employees, partners, and/or any other person or entity for which Qualtrics may be liable under federal, state, or local laws.
2. “**Division**” means the State of Utah Division of Purchasing.
3. “**DTS**” means the State of Utah Department of Technology Services.
4. “**Eligible User(s)**” means the State of Utah’s government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts will be allowed to use this Contract. Any Eligible User desiring to purchase Services (defined below) under this Agreement shall enter into an Order (defined below) referring to this Agreement.

Recitals

A. Under this Agreement, Customer may order and Qualtrics may provide two types of services (together, “**Services**”):

1. **Subscription Services**, which are the series of proprietary computer software programs developed by Qualtrics as delivered to Customer that facilitate and automate the process of conducting surveys, polls, intercepts, and reports (“**Software**”), products and related systems, security, updates and improvements thereto, and support services accessed by Customer using a web browser and the Internet. Subscription Services are specified in a service order (“**Service Order**”) and are purchased on an annual or multi-year basis as set forth in a Service Order.

2. **Professional Services**, which are Services other than Subscription Services that Qualtrics performs or provides, including the development and delivery of certain deliverables (“**Deliverables**”), specified in a statement of work (“**SOW**,” and each Service Order, SOW or other ordering document, an “**Order**”). Professional Services are purchased on a project basis.

B. Each Order will reference this Agreement and will be subject to the terms hereof.

C. Customer desires to use the Services set forth in an Order, and Qualtrics desires to provide such Services to Customer, pursuant to the terms and conditions of this Agreement.

Agreement

In consideration of the mutual promises set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, Qualtrics and Customer agree as follows:

SECTION 1 LICENSE OF SUBSCRIPTION SERVICES AND RESTRICTIONS

Section 1.1 License; Contacts. Effective upon the Parties’ execution of an applicable Order, Qualtrics hereby grants to Customer a limited, non-exclusive, non-transferable (except pursuant to the Assignment section below), revocable, worldwide license to use the Subscription Services and the Deliverables, each as

applicable, for Customer's internal business purposes, including responses by external respondents, during the term set forth in the applicable Order. Customer is responsible for creating and maintaining user accounts and all use of its license, and for ensuring that those accounts are protected with passwords to prevent unauthorized use. Each Party shall appoint a contact person for each Order, as specified in such Order, who will be the other Party's principal contact to resolve issues related to the applicable Services. Either Party may change its contact person by providing notice thereof to the other Party. Customer shall designate one person to be responsible for administering its account and all its users (such person, the "**Brand Administrator**").

Section 1.2 Restrictions. Notwithstanding anything herein to the contrary, Customer shall not: (a) sell, resell, rent, or lease the Subscription Services; (b) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit or violates this Agreement or an Order; (c) access or use any of Qualtrics' intellectual property except as provided herein; (d) permit third parties to use the Subscription Services without Qualtrics' prior consent (except that Customer may allow third parties to use the Subscription Services if such third parties are providing services to Customer (but not for such third parties' own use) and such third party is not a direct competitor of Qualtrics as can be reasonably determined); (e) tamper with the security of the Software or reverse engineer, interfere with, or disrupt the integrity or performance of the Services; (f) perform vulnerability tests, network scans, penetration tests, or other investigative techniques on Qualtrics' software or services; (g) if Customer is an academic institution purchasing an academic license, permit use of the Services by individuals other than students, staff, or faculty of Customer, or use the Services for other than academic or research purposes (e.g., Customer shall not use the Services for commercial purposes, including on behalf of other entities for compensation); (h) use the Services in violation of applicable law; or (i) use the Services to (1) send irrelevant or inappropriate messages to third parties (e.g., "spam"), (2) upload, send, or store malicious code, including software or content that condones, contains, or links to warez, cracks, hacks, their associated utilities, or other piracy-related information, whether for educational purposes or not, (3) collect sensitive personal information, (4) upload binary files or executable code, or (5) upload content that (A) infringes, misappropriates, or otherwise violates any third party's intellectual property right, (B) aggravates, harasses, threatens, defames, or abuses Qualtrics or third parties (including content that is racist or otherwise extremely offensive to others), (C) contains or contains links to nudity, pornography, obscene content, sex, profanity, or foul language (except in pursuit of valid research purposes), (D) exploits images of children under 18 years of age, or (E) contains links to third-party services.

Section 1.3 Qualtrics, in its sole discretion, may restrict access to Customer's account after providing notice to Customer of unauthorized access or use and allowing Customer a reasonable period to cure such unauthorized access or use.

Section 1.4 Insurance. Qualtrics shall maintain in effect during the Term the minimum insurance coverage outlined in **Exhibit A** attached hereto.

SECTION 2 SUPPORT AND MAINTENANCE

Section 2.1 During the term of the applicable Order (the "**Order Term**") and on the condition that Customer has paid all undisputed fees due and owing to Qualtrics and is otherwise in material compliance with the terms of this Agreement, Qualtrics shall provide the support and maintenance services to Customer set forth in Section 2.2.

Section 2.2 Technical Support. Qualtrics shall respond to technical support requests via phone and email 24 hours a day, 7 days a week, excluding major international holidays, and make reasonable, good faith efforts to correct errors as outlined in **Exhibit B**. Customer shall provide Qualtrics with information as Qualtrics reasonably requests to enable Qualtrics to verify and reproduce the reported error. Certain Qualtrics employees may need to access Data to provide the Services. Customer hereby consents to such access where necessary to provide the Services, which access may include downloading a copy of Data for so

long as necessary and thereafter deleting such copy. Online support materials for the Subscription Services ("**Online Information**") are included with the Subscription Services and are available at www.qualtrics.com/support.

SECTION 3 FEES. During an Order Term, Customer shall pay Qualtrics the fees and charges specified on the applicable Order. Customer is responsible for all applicable taxes on the fees and charges paid by Customer, including any and all sales, use, and value-added taxes, but not any taxes imposed on Qualtrics income. Fees for Services shown on an Order do not include any applicable sales, use, or value-added taxes. Customer is responsible for paying any fees for exceeding the quantity limits set forth in an Order.

SECTION 4 OWNERSHIP OF INTELLECTUAL PROPERTY. As between the Parties, Qualtrics exclusively owns all right, title, and interest in and to the Software, the Deliverables (which, for the avoidance of doubt, do not include Data (as defined below)) and any Services-related suggestions, ideas, enhancements, requests, feedback, and recommendations provided by Customer to Qualtrics during the Term. Any transaction contemplated hereby or by any Order is not a sale and does not convey to Customer any rights of ownership in or related to the Services or the Deliverables, or intellectual property rights of Qualtrics. Qualtrics' logo and the product names associated with the Services are trademarks of Qualtrics (or its licensors, where applicable) and no right or license is granted to Customer to use them.

SECTION 5 CUSTOMER DATA

Section 5.1 General. As between the Parties, Customer owns all right, title and interest in and to all survey responses, reports, and any other information input or generated on behalf of Customer in connection with the Services ("**Data**"). Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, classification, and intellectual property right to use Data and shall obtain and maintain all consents necessary for using and processing the Data in accordance herewith. Data shall be deemed to be Customer's Confidential Information (as defined below), and Qualtrics shall not use Data for any purpose other than performing its obligations hereunder or as otherwise agreed to in writing by the Parties. Notwithstanding the foregoing, Customer hereby grants to Qualtrics a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable (directly and indirectly), transferrable, perpetual, and irrevocable license to anonymize and aggregate the Data and use such anonymized and aggregated data ("**Usage Data**") for Qualtrics' business purposes. Qualtrics shall own all right, title, and interest in Usage Data. Usage Data will not include personally identifiable information and will only be used on an aggregated basis with similarly anonymized data of other Qualtrics customers. Usage Data shall not be considered Confidential Information of Customer.

Section 5.2 Data Security. Qualtrics shall maintain appropriate technical and organizational security measures to protect Data against: (a) accidental destruction, loss, and alteration; and (b) unauthorized disclosure of, or access to, Data transmitted, stored or otherwise processed as set forth herein. Qualtrics uses secure hosting facilities that are independently audited using the SSAE-18 methodologies. Qualtrics shall comply with applicable data processing laws relating to the processing, transmission, and disclosure of Data.

Section 5.3 Incidents. Either Party shall, without undue delay after discovery thereof, notify the other Party of: (a) any loss, unauthorized disclosure, or unauthorized use of Data; or (b) any access, acquisition or misappropriation of Data by third parties; or (c) any other disclosure of Data in violation of this Agreement (collectively, "**Security Breach**" or "**Data Breach**" as used in Section 5.4)). In the event of a Security Breach, each Party shall take such steps as are necessary to: (1) promptly mitigate the effects of such Security Breach and prevent a recurrence thereof; and (2) comply with applicable laws relating to such Security Breach.

Section 5.4 Data Breach (Security Breach) Responsibilities. This Section 5.4 only applies when a Data Breach/Security Breach occurs Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the applicable Eligible User by reasonably sharing information

relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; (c) provide a root cause report for the Data Breach to the applicable Eligible User; and (d) in accordance with applicable laws indemnify, hold harmless, and defend DTS and the State of Utah against any third-party claims, damages, or other harm related to a Data Breach due to Qualtrics' breach of this Agreement that results in the unauthorized use or disclosure of Data. If the Data Breach requires public notification by applicable law, all communication naming an Eligible User shall be coordinated with such Eligible User. Contractor shall be responsible for all notification and remedial costs and damages required by law for a Data Breach due to Qualtrics' breach of this Agreement.

Section 5.5 Data Transfer. Qualtrics is strictly a data processor, not a data controller, for the processing of the Data in order to provide the Services. Subscription Services are self-service ("do-it-yourself") products in which only Customer determines what data to collect, from whom, from where, for what purpose, and when to delete it. Qualtrics shall (a) store and process all Data in a single geographical region as specified on an Order and (b) not transfer Data out of that region. Qualtrics is responsible for the daily backup of Data for disaster recovery purposes only and the deletion of such backups. Customer is responsible for routine backup and deletion of Data.

SECTION 6 TERM AND TERMINATION

Section 6.1 Term. The term of this Agreement ("**Term**") commences on the Effective Date and continues for three years and will automatically renew for two additional one-year periods unless earlier terminated as provided below or until a Party provides notice of non-renewal at least 30 days prior to expiration of the then-current period. Each Order still in effect as of the expiration of this Agreement will remain in effect after such expiration, subject to the terms and conditions of this Agreement, until the expiration or termination of such Order.

Section 6.2 Termination. Either Party may immediately terminate this Agreement or any Order for cause upon notice if the other Party: (a) materially breaches this Agreement and such breach is not cured within 30 days after the breaching Party receives notice thereof from the other Party; or (b) becomes insolvent, acknowledges insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy.

Section 6.3 Termination of Professional Services. Except as otherwise specified, obligations for Professional Services expire automatically upon (a) fulfillment of the last milestone as stated in the applicable Order; (b) the termination of the applicable Order in accordance with the terms thereof; or (c) the termination or expiration of Customer's Subscription Services. If custom functionality developed under an Order, in whole or in part, becomes available as part of a standard Qualtrics product or paid features maintained by Qualtrics, then, at no additional cost to Customer, (1) Qualtrics may migrate Customer to use such functionality or feature on the standard Qualtrics product, and (2) Qualtrics is not required to maintain that custom functionality under such Order.

Section 6.4 Effect of Termination. Following any termination of this Agreement or an Order, Qualtrics shall discontinue providing the applicable Services, and Customer shall cease using such Services. Within 30 days after the end of the Term or termination of this Agreement or an Order, (a) Customer shall pay to Qualtrics all outstanding undisputed fees payable as of the effective date of termination, and (b) Qualtrics shall refund any pro-rated unused fees prepaid by Customer if Customer terminates this Agreement for cause or pursuant to a Force Majeure Event (defined below). If this Agreement is terminated for cause, each Order in effect will also terminate.

Section 6.5 Customer Right to Access Data After Termination. Upon the termination of all Subscription Services, Qualtrics shall make available to Customer a portal whereby Customer may download and delete Data for a period of 30 days. Qualtrics is not required to retain Data after such 30-day period has ended.

SECTION 7 REPRESENTATIONS AND WARRANTIES

Section 7.1 Mutual. Each Party represents and warrants to the other Party that:

- (a) it has the power and authority to enter into this Agreement and perform its obligations hereunder, and such performance will not breach any separate agreement by which it is bound; and
- (b) it will comply with applicable laws, rules, and regulations, including applicable data privacy laws (in Qualtrics' case, as a data processor, and in Customer's case, as a data controller).

Section 7.2 Qualtrics. Qualtrics warrants to Customer that:

- (a) it will use commercially reasonable efforts to ensure that Software and any updates to the Software will not introduce any malicious code that could disrupt any software or system used by Customer in connection with the Subscription Services;
- (b) it will implement appropriate technical and organizational security measures designed to protect Data against theft, unauthorized access, copying, and distribution;
- (c) the Subscription Services will materially comply with the Online Information; and
- (d) it will abide by all principles in the Qualtrics Security White Paper (<http://www.qualtrics.com/docs/QualtricsSecurityWhitepaper.pdf>), the URL for which will remain active throughout the Term, and which will only be updated as required to reflect improved security and operational procedures.

Section 7.3 Infringement.

- (a) Qualtrics represents and warrants that the Software and any Deliverables do not infringe any third party's intellectual property rights, except to the extent such infringement results from (1) content uploaded to or collected into the Software by Customer or a third party acting under Customer's license, (2) Qualtrics' compliance with instructions or specifications provided by Customer, or (3) the combination of the Software or any Deliverables with other content, services, or products not supplied by Qualtrics.
- (b) Except with respect to indemnification for third-party claims as set forth in Section 10, as Customer's sole remedy and Qualtrics' sole liability for Qualtrics' breach of Section 7.3(a), Qualtrics shall, at its option and sole cost and expense: (1) obtain the right for Customer to continue to use the Software or Deliverables as licensed by this Agreement; (2) modify or replace the Software or Deliverables, in whole or in part, to seek to make the Software or Deliverables (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Software or Deliverables under this Agreement; or (3) if in Qualtrics' discretion the options set forth in clauses (1) and (2) are not commercially reasonable, by notice to Customer, terminate this Agreement and any applicable Orders with respect to all or part of the Services, and require Customer to immediately cease any use of the Services or any specified part or feature thereof, in which case Qualtrics shall refund to Customer a prorated portion of Customer's prepaid unused fees for the discontinued features of the Services.

Section 7.4 Limitation of Warranties. EXCEPT AS SET FORTH IN THIS SECTION 7, EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, AND MERCHANTABILITY, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7 AND EXHIBIT B, ALL SERVICES PROVIDED BY QUALTRICS HEREUNDER ARE STRICTLY ON AN "AS IS"

BASIS, AND QUALTRICS DOES NOT MAKE ANY WARRANTIES, REPRESENTATIONS, OR COVENANTS WITH RESPECT TO ANY THIRD-PARTY CONTENT OR PRODUCTS, EXPRESS OR IMPLIED.

SECTION 8 CONFIDENTIAL INFORMATION

Section 8.1 Definitions. As used herein, “**Recipient**” means the Party receiving Confidential Information from the other Party; “**Discloser**” means the Party providing Confidential Information to the other Party; and “**Confidential Information**” means each Order, the Services, Data, this Agreement, and any other information, written or oral, that should reasonably be expected by the Recipient to be confidential. Confidential Information does not include information which (a) becomes generally available to the public in any manner or form through no fault of Recipient or its employees, agents or representatives, but only from the date that it becomes so available, (b) was rightfully in possession of Recipient without obligation of confidentiality prior to receipt thereof from Discloser, (c) is independently developed by Recipient without benefit of any Confidential Information, (d) is rightfully received by Recipient from another source on a non-confidential basis, or (e) is released for disclosure with Discloser’s prior written consent.

Section 8.2 Use and Disclosure. Recipient shall keep the Confidential Information of Discloser confidential and not disclose to any person or use for any purpose, except as expressly permitted by this Agreement, any Confidential Information of Discloser, except that Recipient may disclose Confidential Information to those employees, independent contractors, and advisors who have a need to know such information for Recipient to perform its obligations or exercise its rights hereunder, and who are bound to keep such information confidential. Recipient shall give Discloser’s Confidential Information at least the same level of protection as Recipient gives its own Confidential Information of similar nature, but not less than a reasonable level of protection.

Section 8.3 PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES: In the event that an Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Agreement, Contractor agrees to hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Agreement. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Agreement, unless prior written consent has been obtained in advance from the Eligible User.

Section 8.4 Upon written request from Discloser and subject to any legal obligation to preserve Confidential Information (e.g., litigation hold), Recipient shall promptly return or destroy all Confidential Information (other than Data), except that Recipient is not required to return or destroy copies of any electronic records or files containing the Confidential Information that have been created pursuant to automatic archiving or back-up procedures and that would be unreasonably burdensome to return or destroy. Recipient may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, on the condition that the Recipient, (a) to the extent permitted by law, gives the Discloser reasonable notice to allow the Discloser to seek a protective order or other appropriate remedy, (b) discloses only such information as is required by the governmental entity or otherwise required by law, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

Section 8.5 Injunctive Relief. Because money damages may not be a sufficient remedy for any breach of the obligations in this Section 8, Discloser is entitled to seek specific injunctive relief as a remedy for any such breach.

SECTION 9 LIMITATION OF LIABILITY

Section 9.1 WAIVER OF SPECIFIED DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF BUSINESS, DATA, REVENUE, PROFITS, INFORMATION, USE, DIMINUTION IN VALUE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICES OR THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE THE SERVICES, ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, AND ANY INTERRUPTION, INACCURACY, ERRORS, OR OMISSIONS, EVEN IF A PARTY HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 9.2 LIABILITY CAP. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY RELATED TO THE SUBJECT MATTER HEREOF SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO QUALTRICS UNDER THE APPLICABLE ORDER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

SECTION 9.3 EXCLUSIONS. THE LIMITATIONS OF LIABILITY IN SECTION 9.1 AND SECTION 9.2 DO NOT APPLY TO SECTION 10 (INDEMNIFICATION) OR ANY FEES PAYABLE HEREUNDER, AND THE LIMITATION OF LIABILITY IN SECTION 9.1 DOES NOT APPLY TO BREACHES OF SECTION 5 (CUSTOMER DATA) AND SECTION 8 (CONFIDENTIAL INFORMATION). EACH PARTY SHALL USE REASONABLE EFFORTS TO MITIGATE ANY POTENTIAL DAMAGES OR OTHER ADVERSE CONSEQUENCES AFFECTING SUCH PARTY THAT ARISE FROM OR RELATE TO THE SERVICES.

SECTION 10 INDEMNIFICATION. Each Party (the “**Indemnifying Party**”) shall indemnify and hold harmless the other Party (the “**Indemnified Party**”), and if applicable, its licensors and affiliates and each of their officers, directors, and employees from and against any and all costs, damages, losses, liabilities, and expenses (including reasonable attorneys’ fees and costs) incurred as a result of third-party claims to the extent arising out of or in connection with infringement or alleged infringement of any third party’s intellectual property right due to the Indemnifying Party’s actions or inactions. The Indemnified Party shall: (a) promptly give notice of the claim to the Indemnifying Party; (b) give the Indemnifying Party sole control of the defense and settlement of the claim; (c) provide to the Indemnifying Party all available information and assistance; and (d) not compromise or settle such claim. Notwithstanding the foregoing, the Indemnifying Party is in no way obligated to the Indemnified Party or any third party under this Section to the extent that a claim is based upon any one of the following: (i) content uploaded to or collected into, or modification of, the Services by a party other than the Indemnifying Party; (ii) the Indemnifying Party’s compliance with instructions or specifications provided by the Indemnified Party; or (iii) the combination of content, services or products with other content, services or products not supplied by the Indemnifying Party.

SECTION 11 GENERAL

Section 11.1 Choice of Law and Jurisdiction. This Agreement, any Order, and all claims arising out of or related thereto will be governed by the laws of the United States of America and the State of Delaware, without reference to rules governing choice of law. Except for the right of either party to apply to any court for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any dispute that arises between the Parties concerning this Agreement or any Order, forum and venue will be laid exclusively in the state and federal courts located nearest to Salt Lake City, Utah, and such courts shall have exclusive jurisdiction over any dispute concerning this Agreement or any Order. The Parties hereby consent to the personal jurisdiction of such courts and expressly waive all defenses of lack of personal jurisdiction and forum non-conveniens and agree that process may be served on either Party in a manner authorized by applicable law or court rule. The Parties hereby expressly disclaim the application of the Uniform Computer Information Transaction Act and the United Nations Convention on the International Sale of Goods to this Agreement or any Order.

Section 11.2 Force Majeure. Neither Party will be liable for any delays in, or failures of, performance under this Agreement or any Order, except for payments, to the extent that performance of such Party's obligations or attempts to cure any breach under this Agreement or any Order are delayed or prevented as a result of any event or circumstance beyond the reasonable control of such Party ("**Force Majeure Event**"), except that the other Party may terminate this Agreement or any affected Order upon 30 days' notice if the circumstances causing non-performance can reasonably be expected to continue for more than one calendar month.

Section 11.3 Entire Agreement; Amendment; Counterparts. This Agreement, the attached Exhibits, and each Order executed hereunder, constitute the entire agreement between the Parties concerning the subject matter hereof and thereof and supersede all written or oral prior agreements or understandings with respect thereto, including any proposals, price quotes, click-wrap agreements, purchase order terms and conditions or non-disclosure agreements. All Exhibits and Orders are hereby incorporated into this Agreement as if set forth herein in full. If the terms of this Agreement conflict with the terms of any Exhibit, Order, or other document binding and applicable to the Parties, the terms of this Agreement control unless expressly stated otherwise. This Agreement, the attached Exhibits, and each Order may not be amended except in writing signed by authorized representatives of both Parties. This Agreement or any Order may be executed by the Parties electronically and in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

Section 11.4 Language. This Agreement, the attached Exhibits, and each Order have been prepared and written in English. Any non-English translation thereof is provided for convenience only and is not valid or legally binding.

Section 11.5 Construction. The Parties intend this Agreement and each Order to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Unless the context requires otherwise, as used herein, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation," (b) the word "or" is not exclusive, and (c) the words "herein," "hereof," "hereto," "hereunder," and similar words refer to this Agreement as a whole.

Section 11.6 Severability. If any one or more of the provisions of this Agreement or any Order is held invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision will be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remaining provisions contained herein or therein will not in any way be affected or impaired.

Section 11.7 Waiver. Neither Party's failure to enforce strict performance of any provision of this Agreement or any Order will constitute a waiver of a right to subsequently enforce such a provision. No modification, extension, or waiver of this Agreement or any Order will be valid unless made in writing and signed by an authorized representative of the Party to be charged. No written waiver will constitute, or be construed as, a waiver of any other obligation or condition of this Agreement or any Order.

Section 11.8 Assignment. Neither Party may assign this Agreement or any Order, by operation of law or otherwise, without the prior written consent (not to be unreasonably withheld or delayed) of the other Party, except that either Party may assign this Agreement without consent to (a) an affiliate of such Party or (b) its successor in a merger, acquisition, or other change of control, including the sale of all or substantially all of its assets, stock, or business to which this Agreement or the applicable Order relates, in each case on the condition that the assignee is not a direct competitor of the non-assigning Party. Qualtrics may use subcontractors to perform certain portions of the Services, but Qualtrics remains responsible for any subcontractor's performance hereunder.

Section 11.9 No Agency. Neither this Agreement nor any Order will be construed to create an agency, franchise, representative, joint venture, employment relationship, or partnership between the

Parties. The Parties are and remain independent contractors. Neither Party has the authority to bind the other or to incur any liability or otherwise act on behalf of the other.

Section 11.10 Survival. Each Party's obligation under Section 6.4, Section 7.4, Section 8, Section 9, Section 10, and Section 11 will survive the Term or termination of this Agreement for a period of two years, except that Qualtrics' obligations related to the storage and protection of Data will continue perpetually with respect to any Data that has not been permanently destroyed within its Service.

Section 11.11 Cumulative Remedies. Except as expressly set forth herein or in any Order, the rights and remedies provided hereunder are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity or otherwise.

Section 11.12 Notices. Each Party shall cause all notices it delivers to the other Party hereunder and under each Order to be in writing and sent (a) by a delivery service with provisions for a receipt, to the physical address listed on the signature page hereto; or (b) by email to notice@qualtrics.com for notices going to Qualtrics, or to the email address listed for Customer in the applicable Order for notices going to Customer. Except as otherwise provided herein, any notice or other communication is effective only (1) upon receipt (or rejection) by the receiving Party and (2) if the Party giving notice has complied with the requirements of this Section.

Section 11.13 No Third-Party Beneficiaries. Except as otherwise set forth herein, this Agreement is for the sole benefit of the Parties and their permitted successors and assigns, and nothing herein is intended to or should confer upon any other individual or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

Section 11.14 Export Controls. Qualtrics provides services and uses software and technology that may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit access to or use of any Service in a U.S. embargoed country or in violation of any U.S. export law or regulation.

Section 11.15 Conflict of Interest. Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the Division.

Section 11.16 Conflict of Interest with State Employees. Contractor agrees to comply and cooperate in good faith with all conflict of interest and ethic laws including Section 63G-6a-2404, Utah Procurement Code, as amended, applicable to the operation of its business.

Section 11.17 Drug-free Workplace. Contractor agrees to abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.

Section 11.18 Code of Conduct. If Contractor is working onsite at facilities controlled or owned by the State of Utah, Contractor agrees to follow and enforce the applicable code of conduct which will be provided upon request by Contractor to the Eligible User. Contractor will assure that each employee or each employee of Subcontractor(s) under Contractor's supervision working onsite receives a copy of such code of conduct.

Section 11.19 No Waiver of Sovereign Immunity. In no event shall this Agreement be considered a waiver by the Division, an Eligible User, or the State of Utah of any form of defense or immunity, whether sovereign immunity, governmental immunity, or any other immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

Section 11.20 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 Eligible Users to Contractor under this Agreement. 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, Customer auditors, federal auditors, Eligible Users or any firm identified by the Division, remote access to all such records upon written request. Contractor

must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.

Section 11.21 Certify Registration and Use of Employment "Status Verification System". This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.

- (1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.
- (2) Contractor's failure to comply with this section will be considered a material breach of this Agreement.
- (3) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah may be liable for, against any claim, damages, or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

Section 11.22 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 2019-1, dated February 5, 2019, 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 of any of Contractor's employees.

Section 11.23 Debarment. Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement, by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division 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.

Section 11.24 Nonappropriation of Funds, Reduction of Funds, or Changes in Law.

- (a) Only after the first year of each Order and thereafter only on the anniversary of the effective date specified in such Order, upon thirty (30) days written notice delivered to the Contractor, such Order may be terminated in whole or in part at the sole discretion of the Division or an Eligible User, if it is reasonably determined 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 Agreement; or (ii) that a change in available funds affects an Eligible User's ability to pay under such Order. 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.
- (b) If a written notice is delivered under this section, the Eligible User will reimburse Contractor for the Services properly ordered until the effective date of said notice and without refund. The Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

Section 11.25 Sales Tax Exemption. The Custom Deliverables or Services being purchased by the Eligible Users under this Contract are being paid from the Eligible User's funds and used in the exercise of the Eligible User's essential function as an Eligible User. The Eligible User will provide Contractor with a copy of its sales tax exemption number upon request. It is the Contractor's responsibility to request the sales tax exemption number from the Eligible User.

Section 11.26 If Contractor is providing the State with Goods or Custom Deliverables it is important that Contractor follows industry-standard policies and procedures to minimize security risk and ensure that State and Federal laws applicable to the operation of its business are followed. At execution of this project, no software development is being procured or is anticipated. If such becomes the case, the parties will negotiate any additional terms in good faith.

Section 11.27 Public Information. Contractor agrees that this Agreement, any related purchase orders, related invoices, related pricing lists, and the proposal "GRAMA"). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Agreement, any related purchase orders, related invoices, related pricing lists, and proposal in accordance with GRAMA. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. The Division, the Eligible Users, or the State of Utah will not inform Contractor of any request for a copy of this Agreement, including any related purchase orders, related invoices, related pricing lists, or the proposal.

Section 11.28 Payments. Payments will be made within thirty (30) days from receipt of a correct invoice is received. After sixty (60) days from the date a correct invoice is received by the appropriate State official, Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue. Contractor agrees that if during, or subsequent to the Agreement an audit determines that payments were incorrectly reported or paid by the Eligible Users to Contractor, then Contractor shall, upon written request, promptly refund to the Eligible Users any such overpayments.

Section 11.29 Compliance with Accessibility Standards. Contractor represents and warrants that certain of the Services it provides to Customer under this Agreement may be configured by Customer to comply with the applicable requirements for Customer's customers with disabilities. Notwithstanding the foregoing, Customer is solely responsible to configure the Services to comply with the applicable requirements. Support pages regarding accessibility can be found at www.qualtrics.com/support.

Section 11.30 Individual Customers. Each Eligible User that purchases Services from this Contract will be treated as if they were Customer. Each Eligible User will be responsible to follow the terms and conditions of this Agreement. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

Section 11.31 Reports and Fees.

- (a) **Administrative Fee:** Contractor agrees to provide an administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed on the first page of this Agreement and will apply to all purchases (net of any returns, credits, or adjustments) made under this Agreement.

- (b) Reports: Qualtrics agrees to provide a utilization report semi-annually. The report will show the dollar volume of purchases by each Eligible User. The report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.
- (c) Report Schedule: Utilization reports shall be submitted by Qualtrics semi-annually in accordance with the following schedule:

Period End	Reports Due
June 30	July 31
December 31	January 31

- (d) Fee Payment: After the Division receives the utilization report it will send Contractor an invoice for the total applicable administrative fee owed to the Division. Contractor shall pay the applicable administrative fee within thirty (30) days from receipt of invoice.
- (e) Timely Reports and Fees: If the applicable administrative fee is not paid by thirty (30) days of receipt of invoice or utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

Section 11.32 Procurement Ethics. Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, 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, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

The Parties have executed this Master Services Agreement as of the Effective Date.

Qualtrics, LLC	State of Utah, Division of Purchasing
By:	By:
Name:	Name: Christopher Hughes
Title:	Title: Director
Date:	Date:
Address: Qualtrics, LLC Attn: Legal Department 333 W River Park Dr. Provo, UT 84604 United States	Address: Division of Purchasing & General Services 3150 State Office Building Capitol Hill Salt Lake City, UT 84114-1061

Attachments and Exhibits:

Attachment B: Platform Costs

Attachment C: Implementation Packaging and Pricing

Exhibit A: Insurance Coverage

Exhibit B: Service Level Agreement/Incident Response

Attachment B: Platform Costs

[PDF to be inserted.]

[State of Utah internal: Executive Branch Agency purchases must be authorized by DTS prior to purchasing. For authorization, either purchase through DTS by placing a purchase request through ServiceNow or request an exception through ServiceNow by clicking [here](#). Any questions, please ask the IT Director assigned to your agency.]

State Government - Department Level Pricing Packages

City, County, K-12, and Higher Ed Pricing Follows

Calculating Price Table

Note: Total Price is a function of Functionality (Table 1) + Tier (Table 2) + Add-ons (Table 3)

Price for Functionality (Table 1)

Package	Functionality	Price (See tiers below to calculate total cost)
RC3 (includes RC1)	Base	\$7,500
RC5	Base + Offline App, SMS, Stats Basic	\$10,000
CX1	RC3 + Dashboards	\$15,000
CX3	CX1 + CLFU + Adv. TextiQ + Adv. StatsiQ	\$25,000
CX5		Quote

Price for Tier (Table 2)

Tier	Responses	Additional Cost
Small (5 Users)	5,000	Functionality Price x 1
Medium (25 Users)	25,000	Functionality Price x 2
Large (50 Users)	50,000	Functionality Price x 3





Pricing for Add-ons (Table 3)

Add-on Functionality	Price
Site Intercept	\$5,000
SFDC Integration	\$2,500

Examples of how to use the price table above - estimate your Agencies Current Usage + Projected Use + Tech Needs
(complete agency list left off for brevity)

Department	DHS	Health	GOED	DWS	DAS	DEQ	Ag	DABC	Gov's Office	DHA
Usage + Est. Use	17 Users 5,500 Responses	73 Users 30,000 Responses	27 Users 3200 Responses	7 Users 10,000 Responses	19 Users 2,300 Responses	43 Users 10,000 Responses	27 Users 1,000 Responses	7 Users 4,000 Responses	4 Users 2,500 Responses	43 Users 7,000 Responses
Current Tech + Est. Tech Needs	- CLFU - Offline App - SMS - Dashboards	- CX Call Center - SMS - Stats - RC Heavey	- SFDC - SMS - SI	- SI - RC - Offline App	- CX - SI - Dashboards - TextiQ - CLFU - RC	- SI - Offline app - RC	- Offline app - RC	- CX - TextiQ - Offline app - Dashboards - CLFU	- SI - SFDC - CFLU - Dashboards	- SFDC - CX - RC - Dashboards - Offline app - Offline app - StatsiQ
Example Price Based on Model	-\$50,000	-\$30,000	\$30,000 +\$2,500	\$20,000	\$50,000 +\$5,000	\$20,000	\$7,500	\$25,000	\$30,000 +\$50,000	\$50,000

Pricing Definitions Below -

		RC 1	RC 3	RC 5
		Complete Standard Projects	Professional Grade Research	Expert-level Research at Scale
	Automatically identify survey design, methodology, mobile, and other errors	✓	✓	✓
	Improve response rates and data quality with personalised, PHD recommendations	✓	✓	✓
	Email Contact Lists	✓	✓	✓
	Contact list filtering, sampling, and mailing list triggers		✓	✓
	Org-wide contact frequency management, deduplication, centralised directory, and experience timeline			✓ Available add-on
	Describe: Automatically detect the data structure and show the right visualisations		✓	✓
	Relate: Automatically perform the right statistical correlation tests with 1-click		✓	✓
	Regression: Create predictive regression models and simulate with 1-click		✓	✓
	Automatic tagging and visualisation of open text comments		✓	✓
	Topic Discovery: Automatically surface trending topics within open text			✓ Available add-on
	Sentiment Analysis: Automatically assign each comment with sentiment scores			✓ Available add-on

		CX 1 "ESSENTIALS"	CX 3 "ADVANCED"	CX 5 "STATE OF THE ART"
		Capture omni-channel customer feedback	Close the loop at scale	Drive strategic CX improvement
Omnichannel feedback	EASILY CAPTURE FEEDBACK AT THE MOMENT	✓	✓	✓
Intuitive survey builder	DESIGN, TEST, MODIFY & LAUNCH RESEARCH	✓	✓	✓
Advanced targeting	ENGAGE BASED ON PROFILE & BEHAVIORAL CRITERIA	✓	✓	✓
Role-based dashboards	MANAGE PERFORMANCE WITH FLEXIBLE ROLE-BASED VIEWS	✓	✓	✓
Driver iQ	IDENTIFY THE KEY DRIVERS OF SATISFACTION & BEHAVIOR	✓	✓	✓
Closed loop follow up	RESPOND TO CUSTOMER FEEDBACK & TRACK RESULTS		✓	✓
Respondent management	MANAGE OUTREACH & OPTIMISE RESPONSE RATES		✓	✓
Stats iQ	EASILY CONDUCT ADVANCED STATISTICAL ANALYSIS			✓
Text iQ	AUTOMATICALLY IDENTIFY INSIGHTS IN YOUR VERBATIM			✓

State of Utah - Higher Ed Pricing

qualtrics.

CX1 - U

CX3 - U

CX5 - U

Enrollment Based Pricing

Unlimited Responses/Users

2.5K – 5K ----- \$10.25/student
5K – 10K ----- \$9.50/student
10K – 30K ----- \$8.30/student
30K – 50K ----- \$7.75/student
50K – 75K ----- \$7.25/student
75K – 125K ----- \$6.75/student
125K – 200K --- \$6.00/student
200K – 500K -- \$5.20/student
500K+ ----- \$4.65/student

Enrollment Based Pricing

Unlimited Responses/Users

2.5K – 5K ----- \$15.35/student
5K – 10K ----- \$14.25/student
10K – 30K ----- \$12.45/student
30K – 50K ----- \$11.60/student
50K – 75K ----- \$10.80/student
75K – 125K ----- \$10.00/student
125K – 200K --- \$9.00/student
200K – 500K -- \$7.80/student
500K+ ----- \$7.00/student

Enrollment Based Pricing

Unlimited Responses/Users

2.5K – 5K ----- \$19.99/student
5K – 10K ----- \$18.50/student
10K – 30K ----- \$16.15/student
30K – 50K ----- \$15.10/student
50K – 75K ----- \$14.15/student
75K – 125K ----- \$13.16/student
125K – 200K --- \$11.70/student
200K – 500K -- \$10.15/student
500K+ ----- \$9.05/student

State of Utah - City, County, Municipality, etc.. Pricing

qualtrics.

CX1 - U

CX3 - U

CX5 - U

Population Based Pricing

Unlimited Responses/Users

5K – 10K -----	\$2.65/capita
10K – 30K -----	\$1.90/capita
30K – 50K -----	\$1.65/capita
50K – 75K -----	\$1.45/capita
75K – 125K -----	\$1.32/capita
125K – 200K ---	\$1.15/capita
200K – 500K --	-\$0.95/capita
500K – 1M -----	\$0.75/capita
1M – 1.5M -----	\$0.65/capita
1.5M – 2M -----	\$0.59/capita
2M – 2.5M -----	\$0.50/capita
2.5M – 3M -----	\$0.45/capita
3M – 4M -----	\$0.39/capita
4M – 5M -----	\$0.30/capita
5M+ -----	\$0.27/capita

Population Based Pricing

Unlimited Responses/Users

5K – 10K -----	\$4.60/capita
10K – 30K -----	\$3.35/capita
30K – 50K -----	\$2.85/capita
50K – 75K -----	\$2.55/capita
75K – 125K -----	\$2.30/capita
125K – 200K ---	\$2.05/capita
200K – 500K --	-\$1.60/capita
500K – 1M -----	\$1.35/capita
1M – 1.5M -----	\$1.15/capita
1.5M – 2M -----	\$1.05/capita
2M – 2.5M -----	\$0.95/capita
2.5M – 3M -----	\$0.80/capita
3M – 4M -----	\$0.70/capita
4M – 5M -----	\$0.60/capita
5M+ -----	\$0.45/capita

Population Based Pricing

Unlimited Responses/Users

5K – 10K -----	\$5.95/capita
10K – 30K -----	\$4.30/capita
30K – 50K -----	\$3.70/capita
50K – 75K -----	\$3.25/capita
75K – 125K -----	\$2.95/capita
125K – 200K ---	\$2.65/capita
200K – 500K --	-\$2.05/capita
500K – 1M -----	\$1.75/capita
1M – 1.5M -----	\$1.50/capita
1.5M – 2M -----	\$1.35/capita
2M – 2.5M -----	\$1.15/capita
2.5M – 3M -----	\$1.05/capita
3M – 4M -----	\$0.90/capita
4M – 5M -----	\$0.75/capita
5M+ -----	\$0.60/capita

CX1 - U

CX3 - U

CX5 - U

Student Based Pricing*Unlimited Responses/Users*

10K – 30K ----- \$3.50/student
30K – 50K ----- \$2.65/student
50K – 75K ----- \$2.25/student
75K – 125K ----- \$2.05/student
125K – 200K --- \$1.80/student
200K – 500K -- -\$1.45/student
500K – 1M ----- \$1.20/student
1M+ ----- \$1.00/student

Student Based Pricing*Unlimited Responses/Users*

10K – 30K ----- \$5.25/student
30K – 50K ----- \$3.95/student
50K – 75K ----- \$3.35/student
75K – 125K ----- \$3.05/student
125K – 200K --- \$2.70/student
200K – 500K -- -\$2.15/student
500K – 1M ----- \$1.80/student
1M+ ----- \$1.50/student

Student Based Pricing*Unlimited Responses/Users*

10K – 30K ----- \$6.75/student
30K – 50K ----- \$5.15/student
50K – 75K ----- \$4.35/student
75K – 125K ----- \$3.95/student
125K – 200K --- \$3.50/student
200K – 500K -- -\$2.80/student
500K – 1M ----- \$2.30/student
1M+ ----- \$1.95/student

Attachment C: Implementation Packaging and Pricing

[PDF to be inserted.]

Prices listed in this Attachment C are subject to a 5% annual price increase and reflect costs to implement features available in licenses bundles as of the Agreement Effective Date. The addition of new features into license buddies may result in increased service prices.

[State of Utah internal: Executive Branch Agency purchases must be authorized by DTS prior to purchasing. For authorization, either purchase through DTS by placing a purchase request through ServiceNow or request an exception through ServiceNow by clicking [here](#). Any questions, please ask the IT Director assigned to your agency.]

CX Standard Implementation Packaging & Pricing: CX1/3/5			
	CX1	CX3	CX5
Required Elements (based on license)			
Base Package Price (includes Project Management, 1 Standard ¹ Survey Support & 1 Standard ¹ Dashboard Configuration)	\$7,500	\$12,500	\$20,000
Standard Delivery Timeline (timeline extension can be purchased for \$625/week)	8 Weeks	12 Weeks	12 Weeks
+ Per Advanced Product Feature (SSO Configuration, Developer Tools Introductory Support, Third Party Integrations Support [CRM, Communications and Chat, Digital Insights, Marketing, BI/Visualization], Data Isolation Setup, Online Reputation Management Setup)	\$1,875	\$2,500	\$3,750
Package Inclusions			
CX1 Features: Basic iQ Directory Support, Offline App Setup, Stats iQ Support (Describe/Relate & Pivot/Regression)	Included	Included	Included
CX3 Features: Advanced iQ Directory Support (Required with Advanced and State of the Art iQ Directory), Closed Loop Follow-Up Configuration	\$1,875 ea	Included	Included
CX5 Features: Action Planning Configuration, Journey Optimizer Support, Predict iQ Support, Advanced Text iQ Configuration, Vanity URL Setup	\$1,875 ea²	\$2,500 ea²	Included
CX5 Features: Website Feedback Support (includes one domain or app and one intercept)	\$3,125	\$3,125	Included
Optional Add-ons			
Additional Dashboard Configuration¹ (price per dashboard)	\$3,125	\$3,125	\$4,375
Additional Survey Support (<30 questions, price per survey for review and dashboards mapping)	\$1,875	\$3,125	\$3,125
Additional Survey Support (30-60 questions, price per survey for review and dashboard mapping)	\$3,750	\$6,250	\$6,250
Additional Website Feedback Support (price includes one domain or app, plus one intercept) - quote must include Website Feedback	\$3,125		
Additional Website Intercept Support (price per additional intercept on a single domain or app) - quote must include Website Feedback	\$625		
Batch User Upload (price per 1000 users)	\$1,250		
Custom Training/Demo (price per 1-hour session)	\$500		
Dashboard Translation Support (price per dashboard, per language)	\$1,250		
Data Migration (per source, 50k responses, max of 60 columns each)	\$2,500		
Developer Tools Advanced Support (Must be sold in conjunction with Developer Tools Introductory Support - more info)	\$3,750		
iQ Directory Automations Support (per automation) - (automations use Qualtrics File Service; does not include setup of SFTP server)	\$1,250		
Survey Translation Support (price per survey, per language)	\$1,250		
Notes:			
1. Support for Standard Survey: Support client's build of survey with max 30 Questions, 30 Embedded Data Fields; Standard Dashboard Build: Max 5 pages, 20 widgets/survey, max 60 widgets total, max 3 roles 2. Restricted Features (features added from a higher package) are priced as Advanced Features			

Insurance

Qualtrics shall at its own expense secure and continuously maintain throughout the Term the following insurance with companies qualified to do business in the jurisdiction in which the services will be performed and rating A-VII or better in the current Best's Insurance Reports published by A.M. Best Company.

1. Worker's Compensation Insurance, which shall fully comply with the statutory requirements of all applicable state and federal laws.
2. Commercial General Liability Insurance with a combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, death, property damage, personal injury, and products.
3. Business Automobile Liability Insurance covering all owned and non-owned and hired vehicles used by Qualtrics with a combined single limit of liability of \$1,000,000 for injury and/or death and/or property damage.
4. Excess (Umbrella) coverage with respect to Sections 1, 2, and 3 above with a per occurrence limit of \$5,000,000.
5. Cyber and Errors and Omissions (Professional Liability) Insurance with limit of \$5,000,000, covering liabilities arising from a) product or service financial injury caused by a product or service defect or performance failure; b) technology-related injury caused by any errors or omissions and all series of continuous, repeated or related acts, errors or omissions; and c) breach mitigation and notification expenses related to a privacy breach. Coverage also includes reasonable legal litigation expenses.
6. Crime Insurance (Employee Dishonesty) with limit of \$1,000,000.

Qualtrics Incident Response and Service Levels

Service Levels

1. **Availability.** Qualtrics will use commercially reasonable efforts to ensure that the Subscription Services will be available at all times, excluding when the Subscription Services are unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** "**Downtime**" is defined as the Subscription Services having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
 - a. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
 - b. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
 - c. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
 - d. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%.
 - e. If, in each of three consecutive months, (i) Downtime is 241 minutes or greater or (ii) Scheduled Maintenance is greater than 8 hours, Customer is eligible for a pro-rated refund and may terminate this Agreement for cause.
5. **Fee Credits.** Except as specified in Section **Error! Reference source not found.** above, Fee Credits will be Customer's sole and exclusive remedy if Qualtrics fails to meet the Service Levels. Fee Credits will be applied to Customer's next invoice.

Incident Response

1. An "**Incident**" is declared by Qualtrics when any of the following occurs:
 - a. A malfunction, disruption, or unlawful use of the Services;
 - b. The loss or theft of Data from the Services;
 - c. Unauthorized access to Data, information storage, or a computer system; or
 - d. Material delays or the inability to use the Services.
2. An Incident involving the loss or unauthorized access of Data, not due to Customer's errors or omissions, will always be categorized as Code Red. In such a case, Customer will be notified as expeditiously as possible after a disclosure is discovered. Qualtrics will conduct a formal investigation and will deliver an official written report to Customer within two weeks of the Incident.
3. Incidents are prioritized as set forth in the Incident Level Table below.

Incident Level Table

Incident Level	Typical Conditions	Resolution Response
4	A minor issue affecting an individual user that may not be reproducible.	Addressed by support team for workaround or other resolution.
3	The problem is reproducible and has an impact on usability of the product, though a workaround exists to garner full functionality.	Addressed in a subsequent release in a reasonable timeframe.
2	A product is effectively unusable on a widespread basis; survey taking experience significantly affected.	Corrected as expeditiously as possible after code is developed and tested.
Code Red	Loss of a key functionality or access to Service. Data loss due to unauthorized access. A suspected/actual data breach or security threat. Survey taking severely hindered or impossible.	Full engineering efforts directed toward resolution. After hours, Engineer-on-call will be contacted and will work nonstop until resolution is met.



Agenda Date: 08/01/2024

Agenda Item Number: 3e

Subject:

Consider approval of a Federal Aid Agreement between UDOT and St. George for the Exit 5 Interchange on State Route 7 (Southern Parkway).

Item at-a-glance:

Staff Contact: Cameron Cutler

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

SR-7 at Exit 5

Item History (background/project status/public process):

The City received a federal grant from the efforts of former Congressman Chris Stewart. This grant is to assist in the design and construction of the Exit 5 Interchange. The federal grant amount is for \$3,500,000 with a City match of \$3,500,000 for a total agreement amount of \$7,000,000. Because the project is located within UDOT right of way and is a part of SR-7, UDOT will administer the project.

Staff Narrative (need/purpose):

The Exit 5 Interchange on the Southern Parkway will connect the future Southern Hills Dr with 3000 E. This interchange will provide a connection to the subdivisions in the White Dome area on the north of SR-7, Desert Canyons on the south of SR-7, and a connection along a future frontage road to Desert Canyons Town Center West Commercial on the north side of SR-7.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: \$3,500,000

Amount approved in current FY budget for item: \$3,100,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

This will be a multi-year project. It was anticipated that the design would begin in FY24, but that did not occur. The design is expected to be completed in FY25 and construction commence in FY25 with a likely completion in FY26. Additional funds from the Transportation Improvement Fund (TIF) will be allocated to complete the City's local match for the project.

Description of funding source:

Transportation Improvement Fund

Recommendation (Include any conditions):

Staff recommends approval of the Federal Aid Agreement.

State of Utah
Department of Transportation

Federal Aid Agreement for Local Agency Project CFDA No. 20.205 Highway Planning and Construction	City of St George - Cameron Cutler	Maximum Project Value Authorized \$7,000,000
PIN Number 21559 FINET Number 56499 FMIS Number F018603 DUNS Number 627376569	Project Number F-0007(30)4 PIN Description SR-7; Exit 5	Agreement Number (Assigned By Comptrollers) Date Executed

This Agreement is entered into this _____ by and between the Utah Department of Transportation ("UDOT") and **City of St George "Local Agency"**, a political subdivision(s) of the State of Utah.

The Local Agency has a project that will receive financing from federal-aid highway funds. The Project consists of **SR-7; Exit 5**, located at **City of St George** and identified as project number **F-0007(30)4**;

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the Local Agency to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2024 - 2027

Fund*	Prior	2024	2025	2026	2027	Total	Fed Aid	State	Other	Pct
HIP_COMUNITY	\$0	\$3,500,000	\$0	\$0	\$0	\$3,500,000	\$3,500,000	\$0	\$0	.00%
LOCAL_GOVT	\$0	\$3,500,000	\$0	\$0	\$0	\$3,500,000	\$0	\$0	\$3,500,000	100.00%
Total:	\$0	\$7,000,000	\$0	\$0	\$0	\$7,000,000	\$3,500,000	\$0	\$3,500,000	50.00%

AGREEMENT

Now, therefore, the parties agree as follows:

I. Description of the Project.

St. George City intends to construct a new grade-separated interchange at milepost 5 on SR-7 (Southern Parkway). The interchange will consist of one or more new bridge structures and on/off ramps. The interchange will serve the White Dome area of St. George and provide future access to Southern Hills Drive.

II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
- C. Assign a UDOT Project Manager to:
 - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
 - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
 - 4. Prepare and process the federal aid agreement before project initiation.
 - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
 - 6. Assist the local agency to process and approve Consultant Pay Requests.
 - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
 - 8. Coordinate to ensure ongoing communication with the local project sponsor.
 - 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
 - 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
 - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
 - 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
 - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
 - 14. Coordinate the UDOT project closeout process.

III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

- A. The Local Agency shall assign a representative to serve as the Local Project Manager to:
 - 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
 - 2. Coordinate with the UDOT Project Manager concerning the funding.
 - 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
 - 4. Manage the day-to-day activities of the Project as follows:
 - a. Consultant and professional services used on the Project.
 - b. The Local Agency shall recommend and approve consultant pay requests.
 - c. Project scope, schedule, budget, and quality.
 - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
 - e. Coordination with the assigned UDOT Project Manager.
 - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.

- g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
- h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
- i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):
 - 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
 - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
 - 3) Ensure NEPA Environmental clearances and approvals are obtained.
 - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
 - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
 - 6) Ensure construction standards and specifications are met.
 - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
- k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
- l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
- m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
- n. Approve the final advertising package and obtain local signature approval advertisement.
- o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
- p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
- q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
- r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
- s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
- t. Assist to provide all documentation needed for construction project close out including Buy America certification.
- u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. Funding. Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition, the Local Agency agrees to pay 100% of the overruns that exceed \$7,000,000 and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to [Cameron Cutler at CAMERON.CUTLER@SGCITY.ORG](mailto:CAMERON.CUTLER@SGCITY.ORG), the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

V. Local Agency's Reimbursement Claims. The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203. <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

VII. Compliance with the John S. McCain National Defense Authorization Act: The Local Agency certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 CFR § 200.216.

VIII. Project Authorization for Federal Aid. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs

incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and the Local Agency will be required to pay 100% of those costs. This end date can be found on the UDOT website at the following link: [Local Government Close Out Dates](#). FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

IX. **Title VI Provisions.** Where Title VI **APPENDICES A** and **E** in the remainder of this section use contractor, substitute Local Agency. Where the Title VI **APPENDICES A** and **E** in the remainder of this section use the recipient, substitute UDOT.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter in referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E – During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

X. **Indemnity clause.** UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XI. **Single Audit Act.** The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200

audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

XII. Maintenance. The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XIII. Utilities. The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XIV. Availability of Records. For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XV. Right of Way. The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of-way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <https://www.udot.utah.gov/connect/business/design/project-advertising-tools/>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to <https://www.ecfr.gov/cgi-bin/ECFR?page=browse> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XVI. Change in Scope and Schedule. Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XVII. UDOT Service Costs. UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

XVIII. Additional Contracting Party. If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XIX. Termination. This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

XX. Miscellaneous.

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties.
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XXI. **Content Review.**

Language content was reviewed and approved by the Utah AG's office on June 29, 2022.

LOCAL AGENCY

By _____

Date _____
City of St George Official

Utah Department of Transportation

By _____
Region Director

Date _____

Approved As To Form

By _____

Date _____

UDOT Comptroller

By _____
Comptroller's Office

Date _____

LOCAL AUTHORITY - Attest

By: _____
Title: _____
Printed Name: _____

_____ Date



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
CONSULTANT SERVICES**

TODAY'S DATE 6/20/2024
PM REQUEST DATE 6/19/2024

**FEDERAL AID
AGREEMENT NO.**

Project No.: F-0007(30)4

PIN No.: 21559

PIN Description: SR-7; Exit 5

FINET Prog Code No.: 56499

UDOT Project Manager	UDOT Contract Administrator
Taylor Ricks Udot 210 West 800 South Richfield, UT 84701 (435)669-2261 tricks@mainline-eng.com	Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)815-4367 michael.butler+udot@wcg.us

Local Government
City of St George 175 E 200 N St George, UT 84770 Cameron Cutler, (435) 674-4287 CAMERON.CUTLER@SGCITY.ORG

Project Value	\$7,000,000
Federal Match	\$3,500,000
Local Government Match	\$3,500,000
State Match	\$0

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
JULY 18, 2024, 5:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

**Councilmember Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Natalie Larsen
Councilmember Michelle Tanner
Councilmember Steve Kemp**

EXCUSED:

Mayor Michele Randall

STAFF MEMBERS PRESENT:

**City Manager John Willis
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Planner Brenda Hatch
Planner Dan Boles
Assistant Public Works Director Wes Jenkins
Community Development Director Carol Winner**

OTHERS PRESENT:

**Cyndi Gilbert, Board Chair of the St. George Regional Hospital Board
Natalie Ashby, President of St. George Regional Hospital
Clay Lister with MRW Design
Craig Coats with Alliance Consulting
Rick Magness with AWA Engineering**

CALL TO ORDER:

Mayor Pro Tem Hughes called the meeting to order and welcomed all in attendance. An invocation was offered by Russ Moody with the St. George Interfaith Council and The Pledge of Allegiance to the Flag was led by Councilmember Larkin.

Link to call to order, invocation, and flag salute: [00:00:00](#)

MAYOR'S RECOGNITIONS AND UPDATES:

Link to Cindi Gilbert, Board Chair of St. George Regional Hospital and Natalie Ashby, President of St. George Regional Hospital presenting the Hospital's Annual Report, including discussion between Mayor Pro Tem Hughes, the City Council, and Ms. Ashby: [00:02:47](#)

CONSENT CALENDAR:

- a. Consider approval to award a bid to Peak Asphalt for the chip seal oil supply.**

BACKGROUND and RECOMMENDATION: This award is for 1,550 tons of chip seal oil for FY 25. This was a formal bid and two (2) bids were received. The price per ton increased by 4% from last year. Staff recommends awarding the bid to Peak Asphalt in the amount of \$894,350.

5 **b. Consider approval to award a bid to Interstate Rock Products for Chip**
6 **Seal Aggregate.**
7

8 BACKGROUND and RECOMMENDATION: This was a formal bid and one (1) bid
9 was received. The unit cost increased by 4.0% over last year's bid. The bid
10 includes 9,000 ton of chip seal aggregate at \$39.80/ton. Staff recommends
11 awarding the bid to Interstate Rock Products in the amount of \$358,200.
12

13 **c. Consider approval to award a bid to Western Rock Corporation to**
14 **complete the Various Roadway Repair Project Ph 2.**
15

16 BACKGROUND and RECOMMENDATION: This project was advertised for
17 competitive bidding and two (2) bids were received. Staff recommends awarding
18 the bid to Western Rock Corporation in the amount of \$2,788,967.
19

20 **d. Consider approval to award a bid to Caliber Contractor LLC, for the**
21 **construction of the Tonaquint Cemetery Expansion project.**
22

23 BACKGROUND and RECOMMENDATION: The design for the cemetery expansion
24 was funded last year. Park Planning has worked with consultants to design an
25 expansion that effectively uses the space remaining, while implementing an
26 enjoyable user experience, with new areas that tie into the existing cemetery
27 design. The expansion includes room for uprights, walking paths, plazas for
28 columbarium structures, and an infant section. Staff recommends awarding the
29 bid to Caliber Contractor LLC in the amount of \$2,020,732.50.
30

31 **e. Consider approval of a change order to add bidding and construction**
32 **administration to Sunrise Engineering's scope of work for the Tonaquint**
33 **Cemetery Expansion.**
34

35 BACKGROUND and RECOMMENDATION: This expansion will serve the Tonaquint
36 Cemetery and allow its continued use for the next few years. Sunrise is the
37 engineering consultant for the design of the Tonaquint Cemetery Expansion
38 project. Staff recommends approval of the change order in the amount of
39 \$32,400.
40

41 **f. Consider approval for the purchase of a closed SCADA serial network.**
42

43 BACKGROUND and RECOMMENDATION: The Supervisory Control and Data
44 Acquisition (SCADA) serial communication system allows us to remotely operate
45 and collect information on the City's electric system. Staff recommends approval
46 to purchase the network in the amount of \$123,990.29.
47

48 **g. Consider approval to purchase Self Contained Breathing Apparatus**
49 **(SCBA) and related equipment from LN Curtis utilizing the National**
50 **Purchasing Contract/sole source.**
51

52 BACKGROUND and RECOMMENDATION: This purchase is part of the Fire
53 Department's ongoing effort for replacement of Self Contained Breathing

5 Apparatus (SCBA) to replace older existing units that have become obsolete
6 along with the Honeywell brand SCBA that have been discontinued. Staff
7 recommends approval to purchase the equipment in the amount of \$175,737.30.
8

9 **h. Consider approval to authorize the Mayor to sign the First Amendment to**
10 **Services Agreement and Intermountain Contract #11294 for SGPD**
11 **personnel in St. George Regional Hospital.**
12

13 BACKGROUND and RECOMMENDATION: The City has stationed SGPD officers in
14 the St. George Regional Hospital emergency room since 2019. The original
15 agreement expired June 2024 and so this amendment is necessary.
16 Intermountain Health will reimburse the City 85% of the average officer's wage
17 and benefits. This arrangement has been successful for both SGPD and
18 Intermountain Health.
19

20 **i. Consider approval to have a bar service during the St. George Art**
21 **Museum Gala taking place at the Art Museum on October 11, 2024.**
22

23 BACKGROUND and RECOMMENDATION: The St. George Art Museum is planning
24 its first annual Gala to celebrate achievements, foster art appreciation, and
25 generate funding. The event aims to bring together art enthusiasts and
26 community leaders. This event will be entirely fenced off and secured; access will
27 only be granted with a gala ticket purchase. The Hive 435 Taphouse will be
28 providing beer/wine only for this event as a cash bar service. Staff recommends
29 approval of the bar service at the St. George Art Museum Gala with the condition
30 that the service provider obtain all necessary permits and licenses, and secure
31 insurance with the appropriate endorsements prior to the event.
32

33 **j. Consider approval of minutes from the meetings held on June 13, 2024**
34 **(Regular Meeting); June 13, 2024 (Work Meeting); and June 20, 2024.**
35

36 Link to presentation from City Manager John Willis: [00:17:47](#)

37 [Agenda Packet \[Page 5\]](#)
38

39 Link to motion: [00:18:13](#)
40

41 **MOTION:**

42 A motion was made by Councilmember Kemp to approve the consent calendar
43 as presented.
44

45 **SECOND:**

46 The motion was seconded by Councilmember Larkin.
47

48 **VOTE:**

49 Mayor Pro Tem Hughes called for a vote, as follows:

50 Councilmember Hughes – aye

51 Councilmember Larkin – aye

52 Councilmember Larsen – aye
53

5 Councilmember Tanner – aye
6 Councilmember Kemp – aye
7

8 The vote was unanimous and the motion carried.
9

10 **AMEND PLANNED DEVELOPMENT/ORDINANCE:**

11 **Consider approval of Ordinance No. 2024-038 amending an approved PD-C**
12 **(Planned Development Commercial) on approximately .41 acres, for the**
13 **purpose of adding a 5,086 square foot 2-story professional office building.**
14 **(Case No 2024-PDA-008 - Sheffield Professional Office)**
15

16 BACKGROUND and RECOMMENDATION: This is a request for an amendment to the
17 approved Boulder Creek Crossing PD-C (Planned Development Commercial). This
18 request is to construct a new professional office building at the existing Boulder
19 Creek Crossing Ph.2 lot 13 site. The site is approximately 0.41 acres total. The site is
20 located at approximately 1450 South George Washington Pkwy. The two-story
21 building will provide four (4) lease spaces. The proposed building footprint will be
22 2,536 sq. ft. on the main floor and 2,389 sq. ft. on the second floor for an overall
23 total of 5,086 sq. ft. On June 25, 2024, the Planning Commission held a public
24 hearing regarding the proposal and recommended approval 6-0 without conditions.
25

26 Link to introduction from City Manager John Willis and presentation from Planner
27 Brenda Hatch, including discussion between the City Council, City Manager John
28 Willis, Clay Lister with MRW Design, and Ms. Hatch: [00:18:33](#)
29

30 [Agenda Packet \[Page 255\]](#)
31

32 Link to motion: [00:25:01](#)
33

34 **MOTION:**

35 A motion was made by Councilmember Kemp to approve Ordinance No. 2024-
36 038 amending an approved PD-C (Planned Development Commercial) on
37 approximately .41 acres, for the purpose of adding a 5,086 square foot 2-
38 story professional office building with the condition that the applicant agree to
39 add additional treatment to the rear of the building to dress it up similar to
40 the front.

41 **SECOND:**

42 The motion was seconded by Councilmember Larsen.

43 **VOTE:**

44 Mayor Pro Tem Hughes called for a roll call vote, as follows:
45

46 Councilmember Hughes – aye
47 Councilmember Larkin – aye
48 Councilmember Larsen – aye
49 Councilmember Tanner – aye
50 Councilmember Kemp – aye
51

52 The vote was unanimous and the motion carried.
53

5 **AMEND PLANNED DEVELOPMENT/ORDINANCE:**

6 **Consider approval of Ordinance No. 2024-039 amending an approved PD-C**
7 **(Planned Development Commercial) on approximately .97 acres for the**
8 **purpose of adding a 2,990 square foot financial institution. (Case No. 2024-**
9 **PDA-007 - America First Credit Union)**

10
11 BACKGROUND and RECOMMENDATION: This is a request for an amendment to the
12 approved Desert Color PD-C (Planned Development Commercial). The applicant
13 would like to add an America First Credit Union to a .97-acre parcel located at the
14 northwest corner of Desert Color Parkway and Black Ridge Drive. The building will be
15 2,990 square feet with a maximum height of 25' and will include two covered drive-
16 up isles with 4 total teller's stations. The proposed building design has been
17 approved by the Desert Color Design Review Board. On June 25, 2024, the Planning
18 Commission held a public hearing regarding the proposal and recommended approval
19 6-0 without conditions.
20

21 Link to introduction from City Manager John Willis and presentation from Planner Dan
22 Boles, including discussion between the City Council and Mr. Boles: [00:25:53](#)

23 [Agenda Packet \[Page 276\]](#)

24
25 Link to motion: [00:29:37](#)
26
27

28 **MOTION:**

29 A motion was made by Councilmember Larsen to approve Ordinance No.
30 2024-039 amending an approved PD-C (Planned Development Commercial)
31 on approximately .97 acres for the purpose of adding a 2,990 square foot
32 financial institution.

33 **SECOND:**

34 The motion was seconded by Councilmember Larkin.

35 **VOTE:**

36 Mayor Pro Tem Hughes called for a roll call vote, as follows:

37
38 Councilmember Hughes – aye
39 Councilmember Larkin – aye
40 Councilmember Larsen – aye
41 Councilmember Tanner – aye
42 Councilmember Kemp – aye
43

44 The vote was unanimous and the motion carried.
45

46 **ZONE CHANGE/ORDINANCE:**

47 **Consider approval of Ordinance No. 2024-040 amending the City Zoning Map**
48 **by amending the zone from A-1 (Agricultural, 40,000 square foot minimum**
49 **lot size) to RE-20 (Residential Estates, 20,000 square foot minimum lot**
50 **size) on approximately 7.46 acres located at 2821 South Little Valley Road.**
51 **(Case No. 2024-ZC-006 - Haguewood)**
52
53

5 BACKGROUND and RECOMMENDATION: The applicant is seeking to change the zone
6 from A-1 (Agricultural, 40,000 square foot minimum lot size) to RE-20 (Residential
7 Estates, 20,000 square feet minimum lot size) in order to subdivide the property.
8 This property is not part of a recorded subdivision plat. A home was constructed on
9 the property in 2001. On June 25, 2024, the Planning Commission held a public
10 hearing on the proposed zone change and recommended approval with a 6-0 vote.
11

12 Link to introduction from City Manager John Willis and presentation from Planner
13 Brenda Hatch, including discussion between the City Council, City Attorney Ryan
14 Dooley, and Ms. Hatch: [00:30:16](#)
15

16 [Agenda Packet \[Page 294\]](#)
17

18 Link to motion: [00:32:35](#)
19

20 **MOTION:**

21 A motion was made by Councilmember Kemp to approve Ordinance No. 2024-
22 040 amending the City Zoning Map by amending the zone from A-1
23 (Agricultural, 40,000 square foot minimum lot size) to RE-20 (Residential
24 Estates, 20,000 square foot minimum lot size) on approximately 7.46 acres
25 located at 2821 South Little Valley Road.
26

27 **SECOND:**

28 The motion was seconded by Councilmember Larkin.

29 **VOTE:**

30 Mayor Pro Tem Hughes called for a roll call vote, as follows:

31 Councilmember Hughes – aye
32 Councilmember Larkin – aye
33 Councilmember Larsen – aye
34 Councilmember Tanner – aye
35 Councilmember Kemp – aye
36

37 The vote was unanimous and the motion carried.
38

39 Link to comments from the Council and Mayor Pro Tem Hughes: [00:33:34](#)
40

41 **ZONE CHANGE/ORDINANCE:**

42 **Consider approval of Ordinance No. 2024-041 amending the City Zoning Map**
43 **by amending the zone from RE-37.5 (Residential Estates 37,500 square feet**
44 **minimum lot size) to PD-C (Planned Development Commercial) on**
45 **approximately 1.2 acres located on the northwest corner of Sugar Leo Road**
46 **and Pioneer Road to establish a use list and approve a site plan for**
47 **construction of a parking lot and placement of a future office building.**
48 **(Case No. 2024-ZC-003 – Dixie Power)**
49

50 BACKGROUND and RECOMMENDATION: This is a request for a zone change in
51 anticipation of a future office building. Dixie Power is requesting to change the zone
52 from RE-37.5 (Residential Estates) to PD-C (Planned Development Commercial) to
53 accommodate a new office building and parking lot. In this application they are only

5 requesting the approval of the use list and the layout of the parking lot. On June 11,
6 2024, the Planning Commission held a public hearing in order to receive public input
7 on the request. There was no public comment and the Planning Commission voted 5-
8 0 to recommend approval of the application.
9

10 Link to introduction from City Manager John Willis and presentation from Planner
11 Brenda Hatch, including discussion between Craig Coats with Alliance Consulting, the
12 City Council, Assistant Public Works Director Wes Jenkins, Mayor Pro Tem Hughes,
13 and City Manager John Willis: [00:34:01](#)
14

15 [Agenda Packet \[Page 309\]](#)
16

17 Link to motion: [00:41:14](#)
18

19 **MOTION:**

20 A motion was made by Councilmember Larkin to approve Ordinance No.
21 2024-041 amending the City Zoning Map by amending the zone from RE-37.5
22 (Residential Estates 37,500 square feet minimum lot size) to PD-C (Planned
23 Development Commercial) on approximately 1.2 acres located on the
24 northwest corner of Sugar Leo Road and Pioneer Road to establish a use list
25 and approve a site plan for construction of a parking lot and placement of a
26 future office building, with the conditions from the Planning Commission.
27

28 **SECOND:**

29 The motion was seconded by Councilmember Larsen.
30

31 Link to comments from Councilmember Kemp and City Manager John Willis, and
32 vote: [00:41:45](#)
33

34 **VOTE:**

35 Mayor Pro Tem Hughes called for a roll call vote, as follows:
36

37 Councilmember Hughes – aye
38 Councilmember Larkin – aye
39 Councilmember Larsen – aye
40 Councilmember Tanner – aye
41 Councilmember Kemp – aye
42

43 The vote was unanimous and the motion carried.
44

45 **ZONE CHANGE/ORDINANCE:**

46 **Consider approval of Ordinance No. 2024-042 amending the City Zoning Map**
47 **by amending the zone from OS (Open Space) and A-20 (Agriculture, 20-acre**
48 **minimum lot size) to PD-C (Planned Development Commercial) on**
49 **approximately 12.88 acres generally located on the west side of River Road**
50 **between approximately 2700-2900 South for the purpose of building a**
51 **grocery and hardware store on the property, with conditions from the**
52 **Planning Commission. (Case No. 2024-ZC-004 - Lin's Market River Road)**
53

5 BACKGROUND and RECOMMENDATION: This project was scheduled in 2023 for a
6 Planning Commission hearing, but due to some changes to the site plan was pulled
7 from that meeting. Those changes have been resolved between the city and
8 developer. On June 25th, 2024, the Planning Commission held a public hearing on
9 the request. There were two comments received from the neighbors to the north
10 supporting the project. The Planning Commission recommends approval 6-0 with
11 conditions.
12

13 Link to introduction from City Manager John Willis and presentation from Planner Dan
14 Boles, including discussion between the City Council, Assistant Public Works Director
15 Wes Jenkins, City Manager John Willis, Rick Magness with AWA Engineering, and Mr.
16 Boles: [00:42:32](#)
17

18 [Agenda Packet \[Page 328\]](#)
19

20 Link to motion, including comments from the City Council: [01:07:13](#)
21

22 **MOTION:**

23 A motion was made by Councilmember Larkin to approve Ordinance No.
24 2024-042 amending the City Zoning Map by amending the zone from OS
25 (Open Space) and A-20 (Agriculture, 20-acre minimum lot size) to PD-C
26 (Planned Development Commercial) on approximately 12.88 acres generally
27 located on the west side of River Road between approximately 2700-2900
28 South for the purpose of building a grocery and hardware store on the
29 property, with all of the conditions from the Planning Commission in addition,
30 the landscape buffer in the back instead of a retaining wall, no deliveries
31 between the hours as limited on other grocery stores, median on the
32 northerly exit to prevent left exit and roof color mitigation that it be an earth
33 tone, some shade of brown or gray, including the proposed use list.
34

35 **SECOND:**

36 The motion was seconded by Councilmember Larsen.

37 **VOTE:**

38 Mayor Pro Tem Hughes called for a roll call vote, as follows:

39 Councilmember Hughes – aye
40 Councilmember Larkin – aye
41 Councilmember Larsen – aye
42 Councilmember Tanner – aye
43 Councilmember Kemp – aye
44

45 The vote was unanimous and the motion carried.
46

47 **AMEND CITY CODE/ORDINANCE:**

48 **Consider approval of Ordinance No. 2024-043 amending Title 10-8D-8(B) of**
49 **City Code (PD-MU – Planned Development – Mixed-Use standards) to**
50 **eliminate the 70-foot cap on height in the PD-MU (Planned Development**
51 **Mixed Use) zone. (Case No. 2024-ZRA-010)**
52
53

5 BACKGROUND and RECOMMENDATION: On May 23, 2024, the Planning Commission
6 and City Council held a joint work meeting and discussed the possibility of making
7 the proposed code amendment. On June 25, 2024, the Planning Commission held a
8 public hearing regarding the proposal and recommended approval 6-0 without
9 conditions.

10
11 Link to introduction from City Manager John Willis and presentation from Planner Dan
12 Boles, including discussion between the City Council, City Manager John Willis, Mayor
13 Pro Tem Hughes, and Mr. Boles: [01:09:51](#)

14
15 [Agenda Packet \[Page 356\]](#)

16
17 Link to motion: [01:16:51](#)

18
19 **MOTION:**

20 A motion was made by Councilmember Larkin to approve Ordinance No.
21 2024-043 amending Title 10-8D-8(B) of City Code (PD-MU – Planned
22 Development – Mixed-Use standards) to eliminate the 70-foot cap on height
23 in the PD-MU (Planned Development Mixed Use) zone.

24 **SECOND:**

25 The motion was seconded by Councilmember Larsen.

26 **VOTE:**

27 Mayor Pro Tem Hughes called for a roll call vote, as follows:

28
29 Councilmember Hughes – aye
30 Councilmember Larkin – aye
31 Councilmember Larsen – aye
32 Councilmember Tanner – aye
33 Councilmember Kemp – aye
34

35 The vote was unanimous and the motion carried.

36
37 **AMEND MASTER FEE SCHEDULE/RESOLUTION:**

38 **Consider approval of Resolution No. 2024-024R to add Administrative**
39 **Appeal Fee of \$250 to the Master Fee Schedule.**

40
41 BACKGROUND and RECOMMENDATION: The City employs an Administrative Law
42 Judge (ALJ) who charges \$100/hr to hear administrative appeals. The average cost
43 of an appeal for the past two years just for the ALJ is \$2,622; this cost does not
44 include other staff time. Staff recommends adopting a \$250 fee to offset a small
45 portion of the cost of these appeals.

46
47 Link to introduction from City Manager John Willis and presentation from City
48 Attorney Ryan Dooley, including discussion between the City Council, City Manager
49 John Willis, Mayor Pro Tem Hughes, and Mr. Dooley: [01:17:43](#)

50
51 [Agenda Packet \[Page 373\]](#)

52
53 Link to motion: [01:20:18](#)

5 **MOTION:**

6 A motion was made by Councilmember Larsen to approve Resolution No.
7 2024-024R to add Administrative Appeal Fee of \$250 to the Master Fee
8 Schedule as amended.
9

10 **SECOND:**

11 The motion was seconded by Councilmember Kemp.

12 **VOTE:**

13 Mayor Pro Tem Hughes called for a roll call vote, as follows:

14 Councilmember Hughes – aye
15 Councilmember Larkin – aye
16 Councilmember Larsen – aye
17 Councilmember Tanner – aye
18 Councilmember Kemp – aye
19

20 The vote was unanimous and the motion carried.
21

22 **APPOINTMENTS TO BOARDS AND COMMISSIONS OF THE CITY:**

23 No appointments were made.
24

25 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

26 Link to reports from Councilmember Kemp: [01:21:07](#)
27

28 Link to reports from Councilmember Larkin: [01:22:06](#)
29

30 Link to reports from Mayor Pro Tem Hughes: [01:23:23](#)
31

32 Link to reports from Councilmember Larsen: [01:25:18](#)
33

34 **ADJOURN TO A CLOSED MEETING:**

35 **Request a closed session to discuss litigation, security, property acquisition**
36 **or sale or the character and professional competence or physical or mental**
37 **health of an individual.**
38

39 Link to motion: [01:26:48](#)
40

41 **MOTION:**

42 A motion was made by Councilmember Kemp to adjourn to a closed meeting
43 to discuss litigation.

44 **SECOND:**

45 The motion was seconded by Councilmember Larkin.

46 **VOTE:**

47 Mayor Pro Tem Hughes called for a vote, as follows:

48 Councilmember Hughes – aye
49 Councilmember Larkin – aye
50 Councilmember Larsen – aye
51
52
53

1 St. George City Council Minutes
2 July 18, 2024
3 Page Eleven

4
5 Councilmember Tanner – aye
6 Councilmember Kemp – aye
7

8 The vote was unanimous and the motion carried.
9

10 The meeting adjourned following the closed meeting.
11
12
13
14

15
16 _____
Christina Fernandez, City Recorder



Agenda Date: 08/01/2024

Agenda Item Number: 04

Subject:

Public Hearing and consideration of an Ordinance No. 2024-044 to vacate a public utility and drainage easement located along Lots 2 and 3, Hidden Valley Phase 9 subdivision.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Ryan Lay and Rick Meyer, Bush and Gudgell

Reference Number: PLANLRE24-025

Address/Location:

Approximately 60 East Hidden Valley Drive

Item History (background/project status/public process):

This easement was dedicated as part of the Hidden Valley Phase 9 subdivision plat, Doc. No. 20170017191.

Staff Narrative (need/purpose):

The design of Lots 2 and 3 has changed and this easement runs through some existing and proposed lots. This is a cleanup item.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

JUC recommends approval.

When Recorded Return To:
City of St. George
City Recorder's Office
175 East 200 North
St. George, UT 84770

ORDINANCE NO. _____

Tax ID: SG-HIVA-9-2-A, and SG-HIVA-9-3-A

**AN ORDINANCE VACATING A PUBLIC UTILITY AND DRAINAGE EASEMENT
LOCATED IN CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**
(Located along Lots 2 & 3, Hidden Valley Phase 9)

WHEREAS, a petition was received by this Council requesting it to vacate an existing public utility and drainage easement, located in the along Lots 2 and 3, Hidden Valley Phase 9, according to the official plat thereof, on file in the Office of the Washington County Recorder's Office as Doc. No. 20170017191, being more particularly describe and shown in Exhibit A and Exhibit B; and

WHEREAS, the Joint Utility Commission (JUC) recommends approval of the vacation of the public utility and drainage easement; and

WHEREAS, it appears that it will not be detrimental to the general public interest, and that there is good cause for vacating the public utility and drainage easement as described in Exhibit A and Exhibit B.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council:

That the public utility and drainage easement as more particularly described and in Exhibit A and Exhibit B, which are incorporated herein, is hereby vacated by the City of St. George.

APPROVED AND ADOPTED by the St. George City Council on this ____ day of _____, 2024. This Ordinance shall become effective upon recording of documents, and upon posting in the manner required by law.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:
Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

Jami Brackin, Deputy City Attorney



Bush and Gudgell, Inc.

Engineers • Planners • Surveyors

St. George, Utah

www.bushandgudgell.com

Exhibit "A"
Legal Description

An easement vacation, vacating the public utility and drainage easement that lies 7.50 feet on each side of the common lot line between Lot 2 and Lot 3 of Hidden Valley Phase 9, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah, as Document No. 20170017191, more particularly described as follows:

Beginning at a point that lies South 88°52'18" East along the section line 1050.85 feet and due South 1637.06 feet from the Northwest Corner of Section 18, Township 43 South, Range 15 West, Salt Lake Base and Meridian, and running thence South 12°07'59" East 584.52 feet; thence westerly along a 172.50 foot radius non-tangent curve to the right, (long chord bears South 80°16'03" West a distance of 7.51 feet), center point lies North 10°58'45" West through a central angle of 02°29'37", a distance of 7.51 feet; thence northerly along a 30.01 foot radius non-tangent curve to the right, (long chord bears North 12°07'59" West a distance of 2.51 feet), center point lies North 75°28'28" East through a central angle of 04°47'06", a distance of 2.51 feet; thence westerly along a 170.00 foot radius non-tangent curve to the right, (long chord bears South 82°50'13" West a distance of 7.53 feet), center point lies North 08°25'55" West through a central angle of 02°32'15", a distance of 7.53 feet; thence North 12°07'59" West 576.08 feet; thence North 77°59'46" East 7.50 feet; thence North 12°07'59" West 5.00 feet; thence North 77°59'46" East 7.50 feet to the point of beginning.

Easement encompasses 8,706 square feet or 0.20 acres.

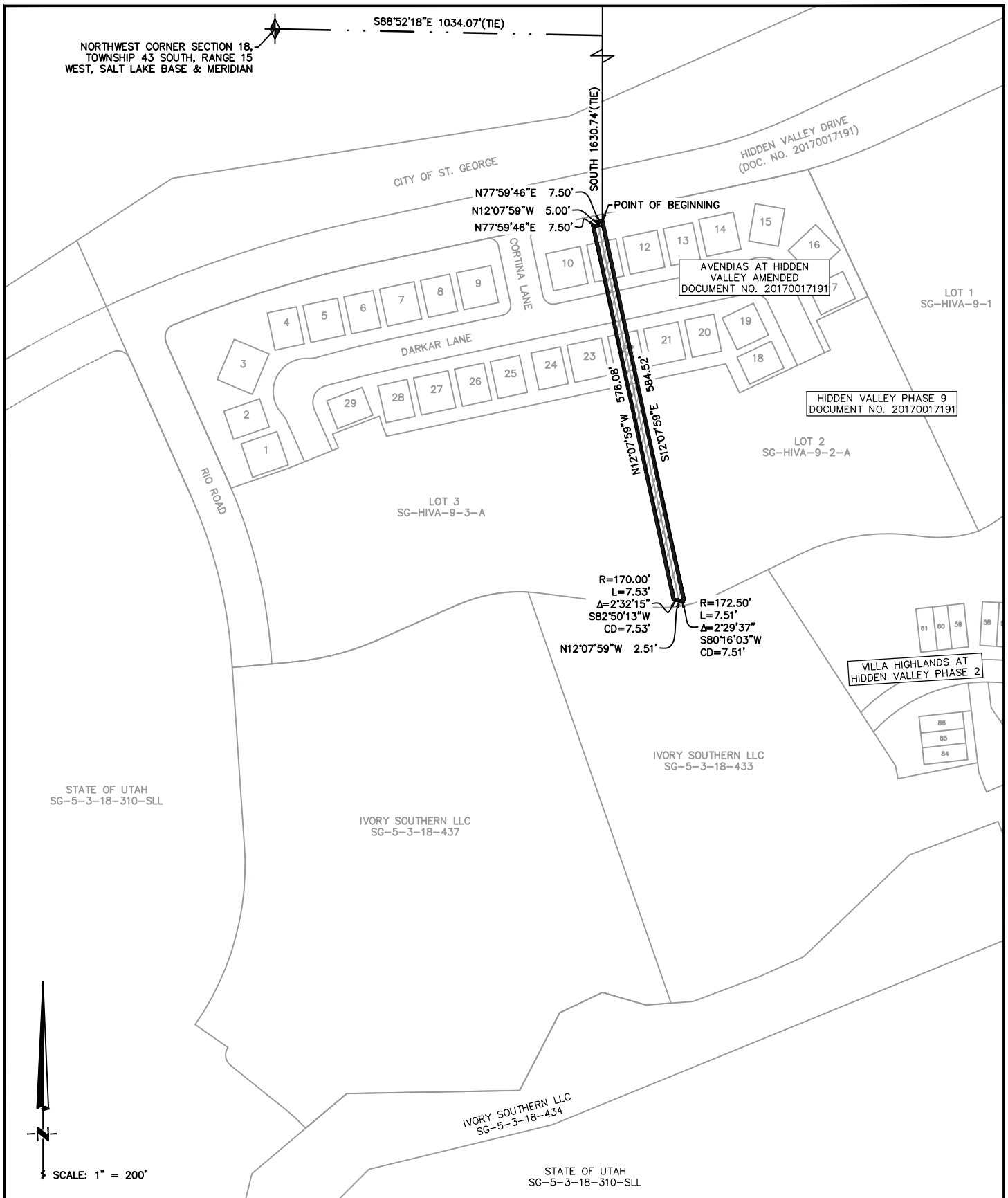


EXHIBIT B
Hidden Valley Phase 9
Lot 2 & 3 Easement Vacation



BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161

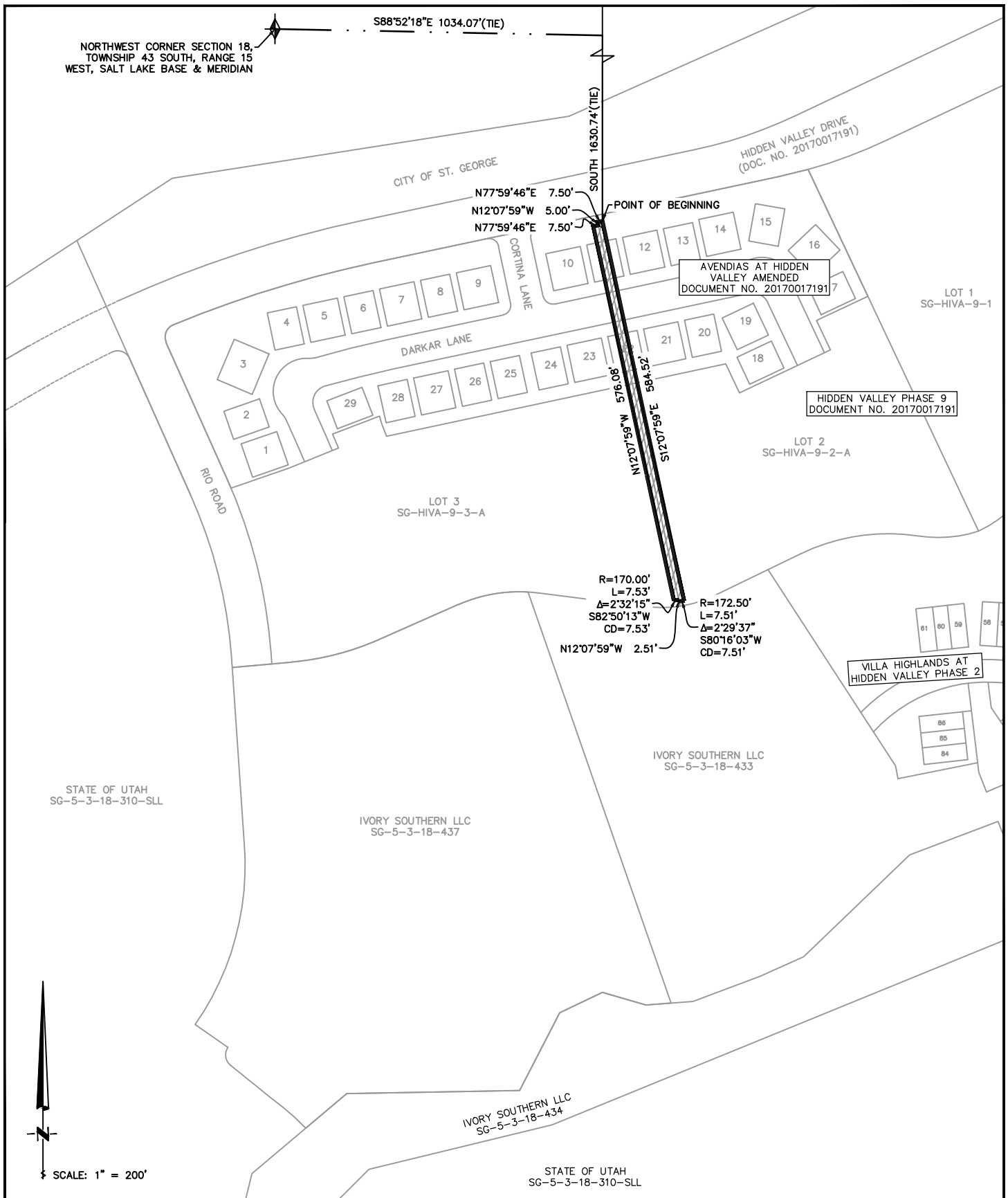


EXHIBIT B
Hidden Valley Phase 9
Lot 2 & 3 Easement Vacation



BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161

Agenda Date: 08/01/2024

Agenda Item Number: 05

Subject:

Consider approval of Ordinance No. 2024-045 amending the city zoning map by amending the existing Desert Color Planned Development Residential (PDR) zone on approximately 2.35 acres located generally west of Pura Circle and south of Sandura Lane within the Desert Color Resort phases 4B and 6 subdivision plats, with a condition from the Planning Commission. (2024-PDA-010 - Colcada Pool at Desert Color)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Craig Coats, Alliance Consulting

Reference Number: 20224-PDA-010

Address/Location:

Generally located west of Pura Circle and south of Sandura Lane within the Desert Color Resort Phases 4B and 6 subdivision

Item History (background/project status/public process):

The purpose of the amendment is to approve new civic space, including a pool and park in the Desert Color development with the conceptual site plan, landscape plans, materials and elevations. The Desert Color Resort 4B & 6 plat was approved in July of 2022 and recorded in October of 2023. As part of that approval, the developer set aside the necessary civic space required in the PD-R Resort zone including the subject property. In order to build a new amenity, the applicant is asking for approval of a PD amendment. The Planning Commission held a public hearing on July 09, 2024, and recommended approval with a condition.

Staff Narrative (need/purpose):

The Desert Color zone plan requires that any civic space larger than one acre in size, must be included in the project phasing plan and approved with a PD amendment. The developer is proposing the 2.35-acre site to provide additional options for recreation. There will be two structures constructed to house the pool equipment, storage and restrooms. In the center will be the pool with lounging area. Surrounding the pool are landscaped areas, small areas of grass, and some shady areas with trees. Areas for picnicking and other informal activities will also be provided.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission held a public hearing on July 09, 2024 and recommend approval of the application with the following condition: 1. That the applicant goes through the site planning process prior to any construction.

PLANNING COMMISSION AGENDA REPORT: 07/09/2024
CITY COUNCIL AGENDA REPORT: 08/01/2024

PD Amendment

Colcada Pool at Desert Color

Case No. 2024-PDA-010

Request: Consider a PD (Planned Development) Amendment to the Desert Color PD to approve the Colcada Pool at Desert Color. Approval of this application will add recreation area to the resort area of Desert Color.

Applicant: Alliance Consulting

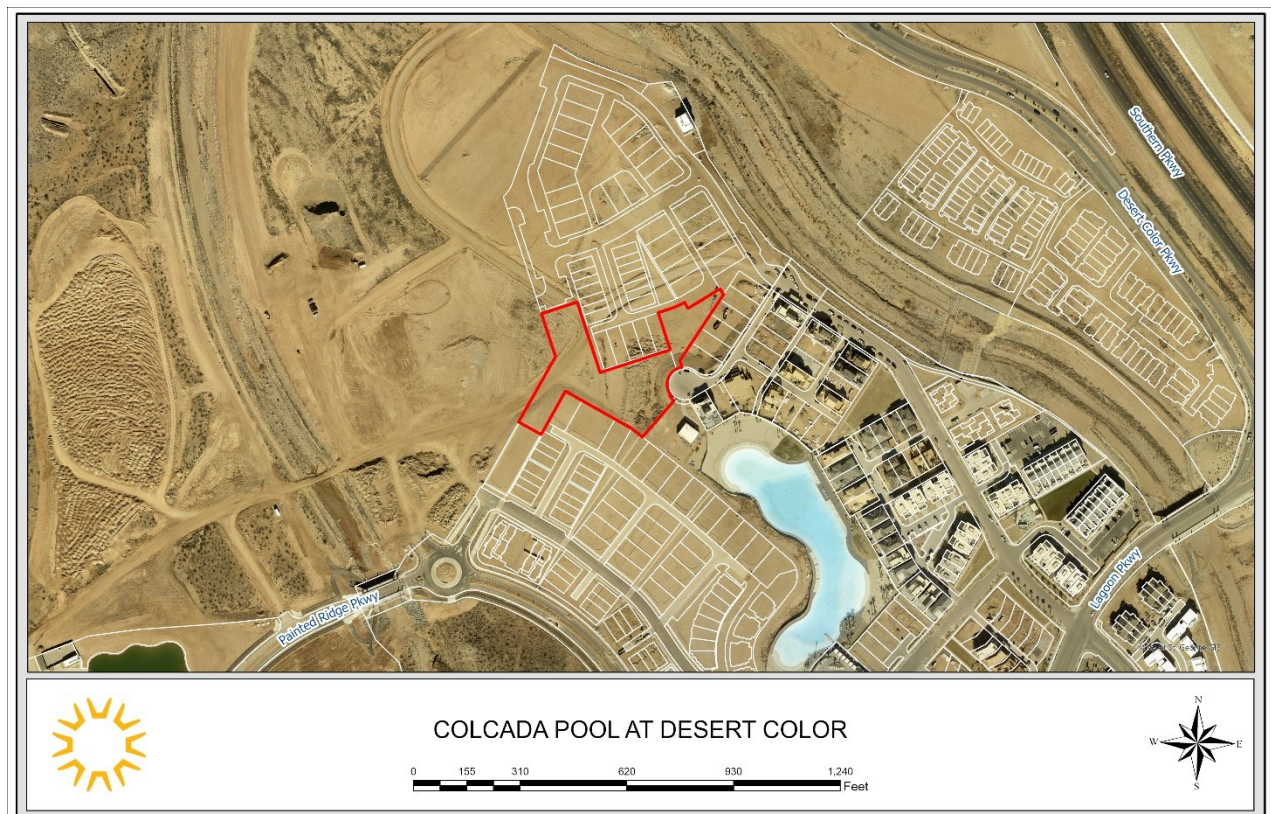
Representative: Craig Coats

Area: 2.35 Acres

Location: Generally located west of Pura Circle and south of Sandura Lane within the Desert Color Resort Phases 4B and 6 subdivision plats.

Current Zone: PD-R (Planned Development Residential)

General Plan: TC (Town Center)



Background:

The Desert Color Resort 4B & 6 plat was approved in July of 2022 and recorded in October of 2023. As part of that approval, the developer set aside the necessary civic space required in the PD-R Resort zone (5% required – 18.1% set aside). This included the subject property. Additionally, the Desert Color zone plan requires that any civic space larger than one acre in size, must be included in the project phasing plan and approved with a PD amendment. No residential units are under review with this application, only amenities.

Proposed Amenities:

Though the park and pool area, as proposed, is intended to serve the immediate neighborhood, the facilities will be available to any Desert Color resident. That said, given some of the other amenities such as the lagoon, clubhouse, pool, pickleball/bocci-ball courts and other civic spaces including the Regency amenities and Sage Haven pool, it is anticipated that this will serve more of the residents of the resort area of Desert Color.

The developer is proposing the 2.35-acre site to provide additional options for recreation. There will be two structures constructed to house the pool equipment, storage and restrooms. In the center will be the pool with lounging area. Surrounding the pool are landscaped areas, small areas of grass, and some shady areas with trees. Areas for picnicking and other informal activities will also be provided.

PC Recommendation:

The Planning Commission held a public hearing on July 09, 2024 and recommends approval of the Colcada Pool at Desert Color PD amendment application with the following condition:

1. That the applicant goes through the site planning process prior to any construction.

Alternatives:

1. Approve as presented.
2. Approve with additional conditions.
3. Deny the request.
4. Continue the proposed PD amendment to a later date.

Possible Motion: “I move that we approve the PD amendment for Colcada Pool at Desert Color as presented, case no. 2024-PDA-010, based on the findings and subject to the condition listed in the staff report.”

Findings for Approval:

1. The proposed amendment meets the requirements of the Desert Color zoning plan as approved by City Council.
2. There will be adequate parking either on site or on street to facilitate the development.
3. The grassy areas will help reduce the demand for each individual home to have sod.

EXHIBIT A

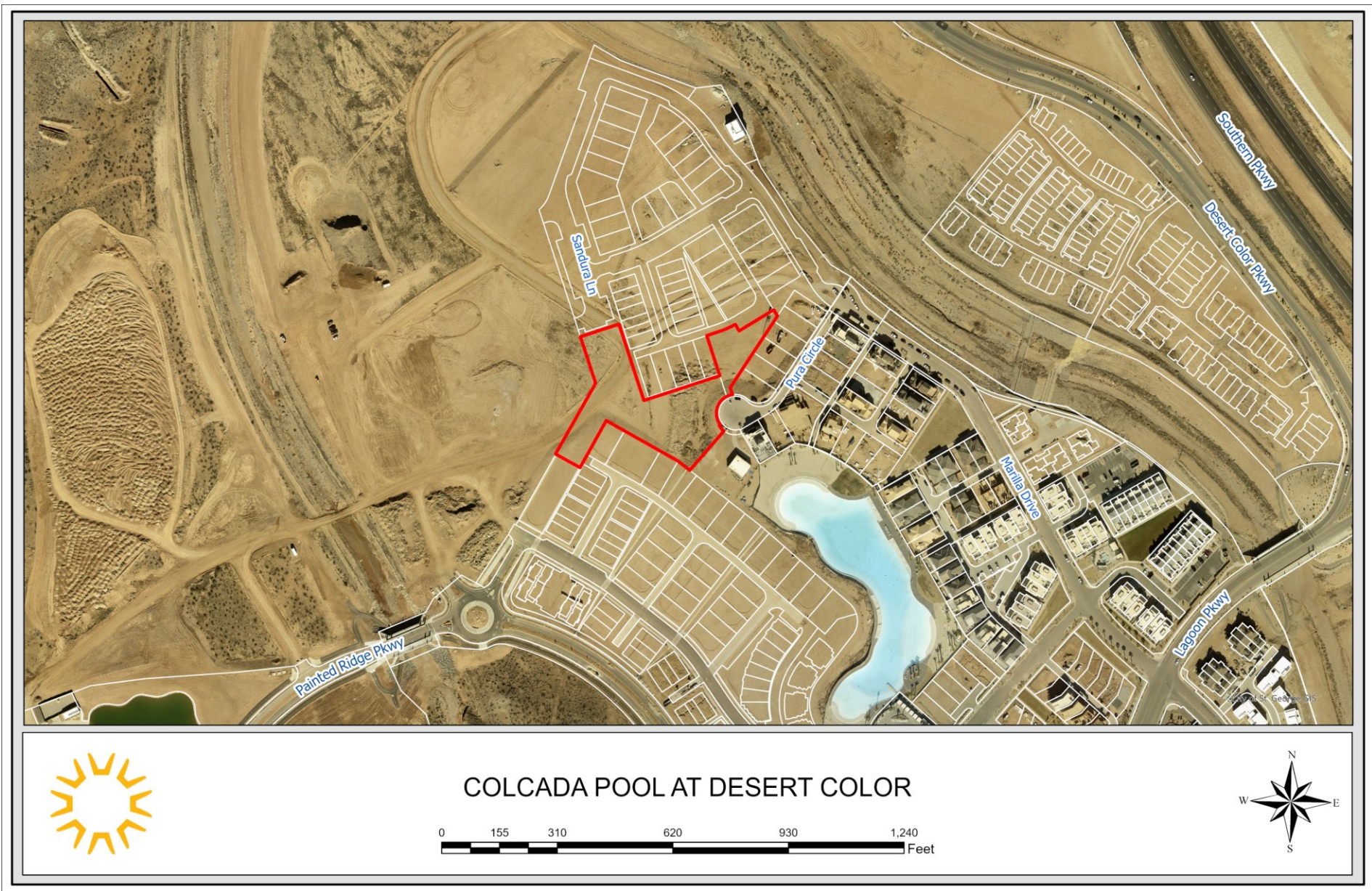
POWER POINT PRESENTATION

Colcada Pool at Desert Color

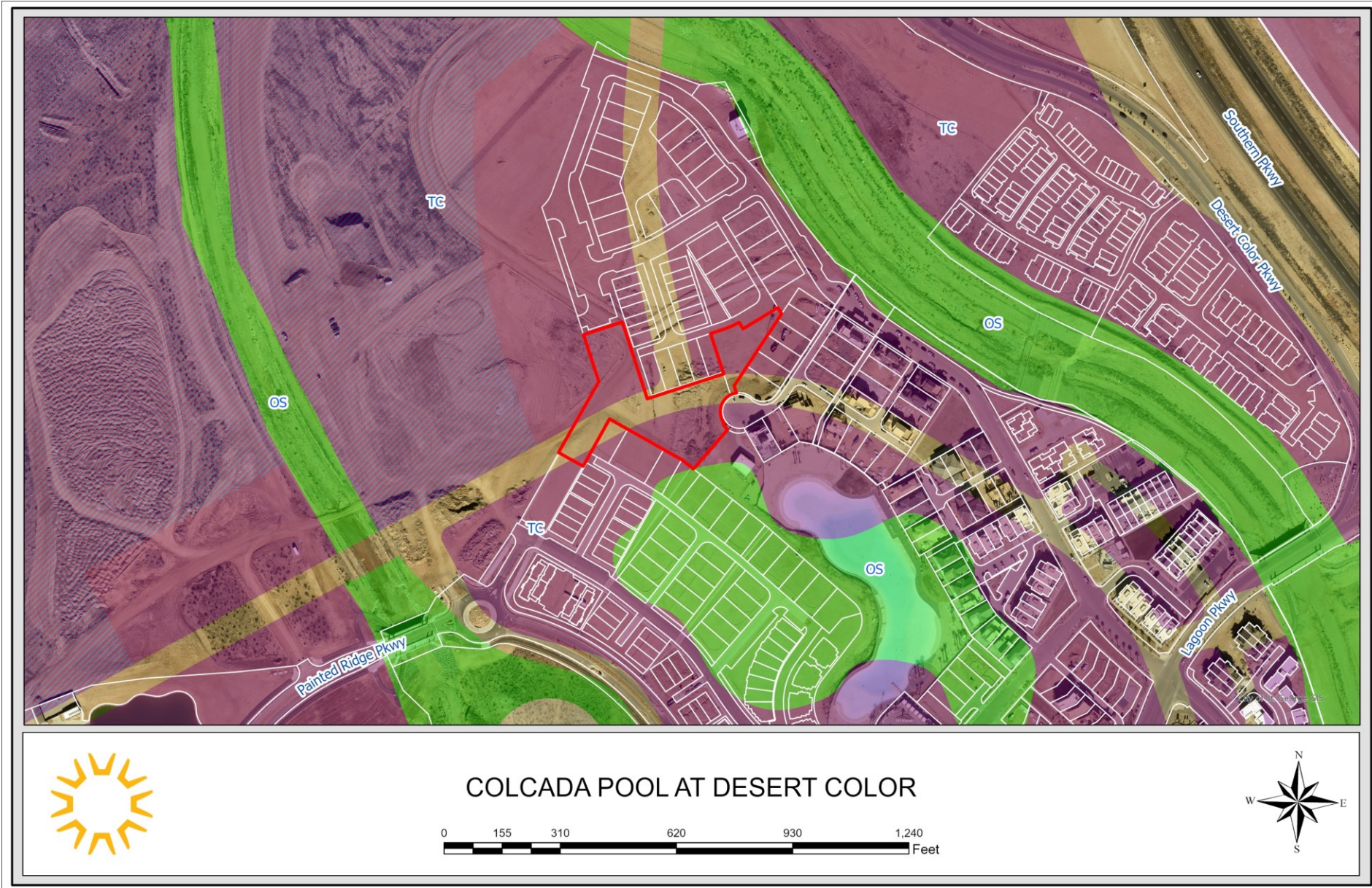
2024-PDA-010



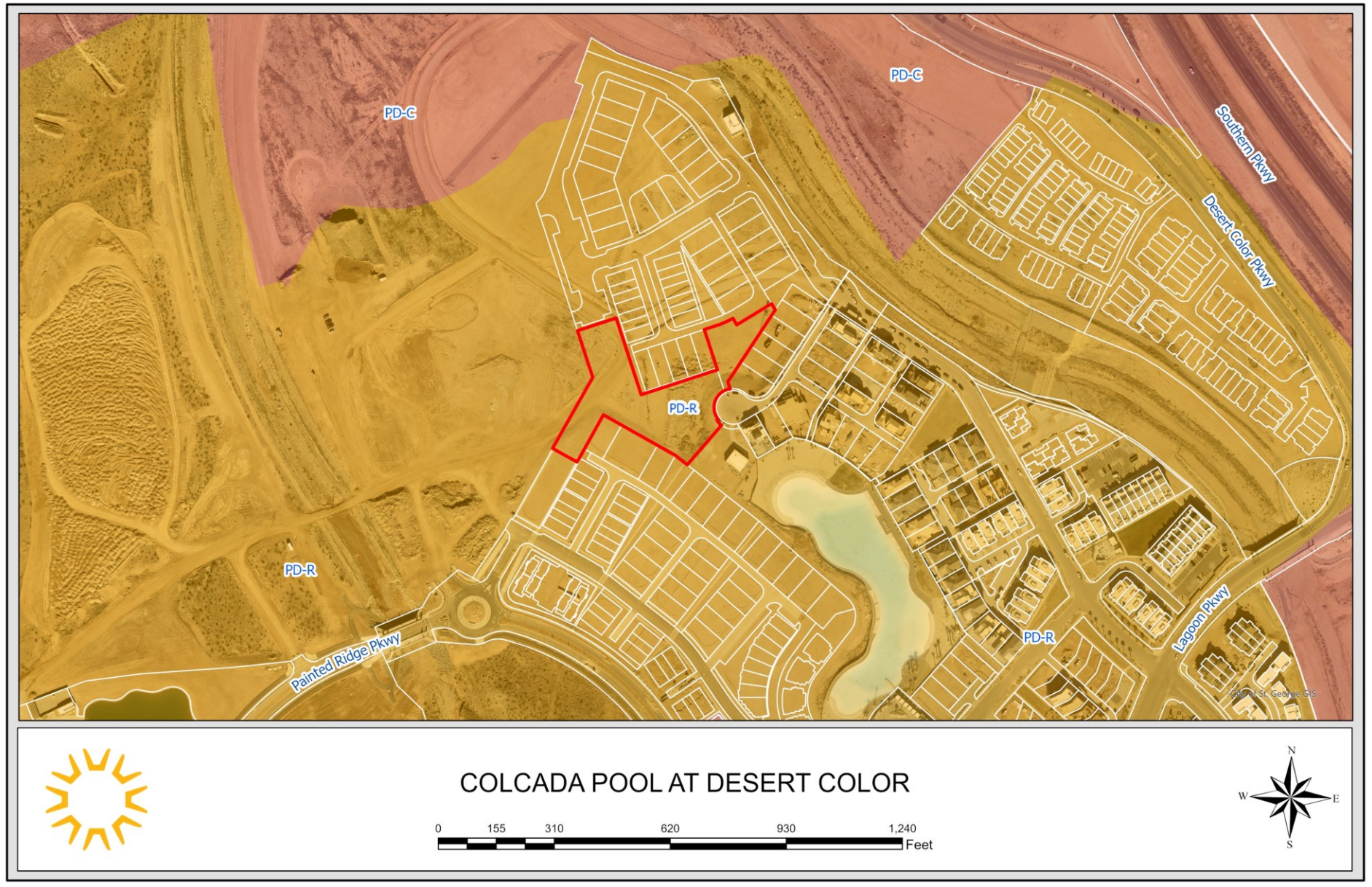
Aerial Map



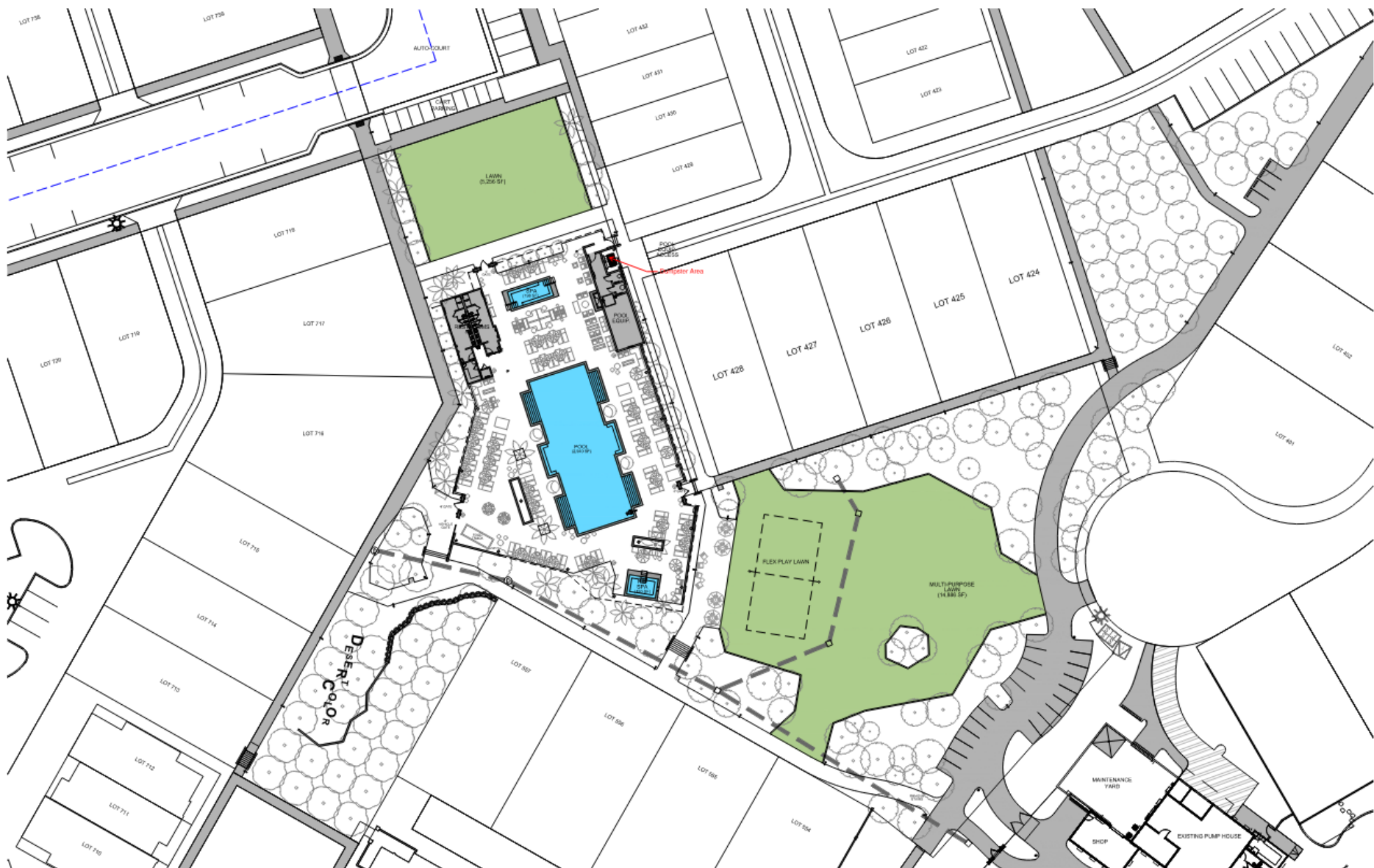
Land Use Map



Zoning Map



Site Plan

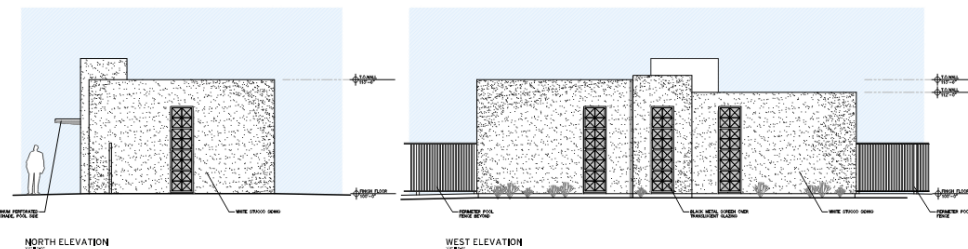
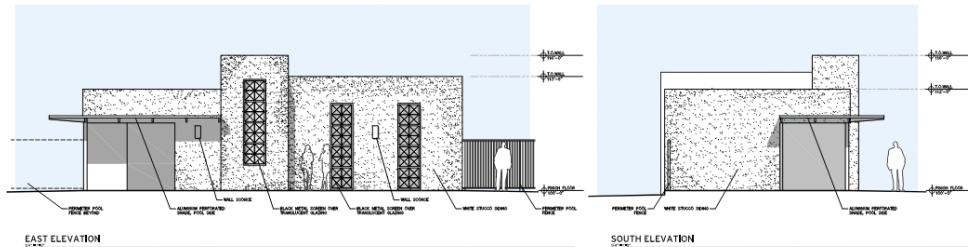
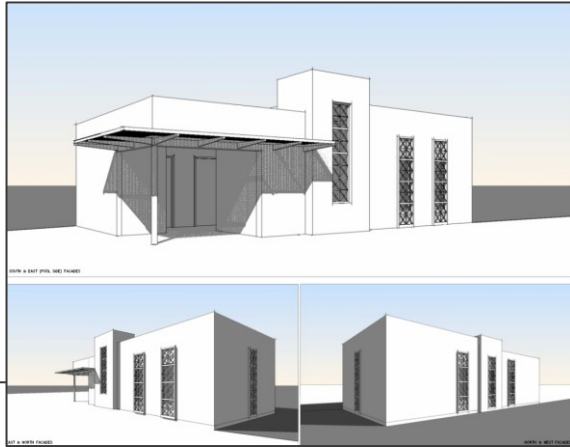


Concept Landscape Plan

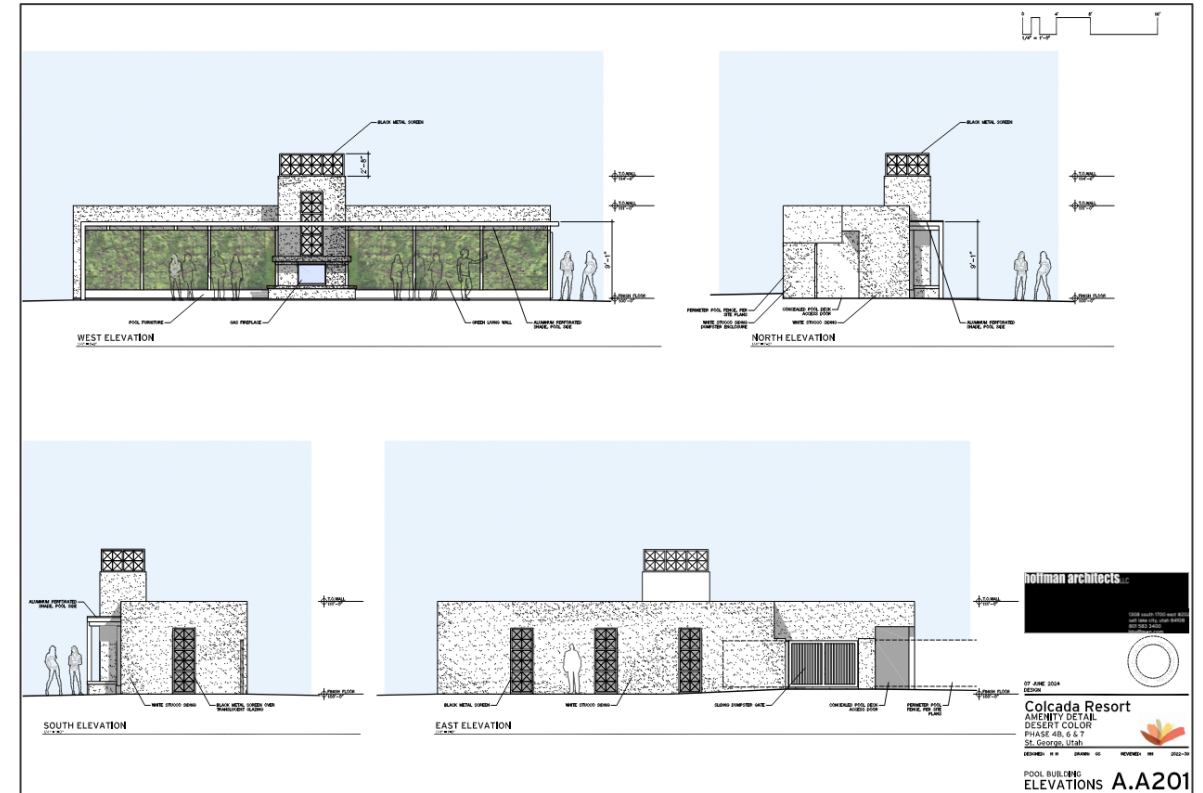


Building Elevations

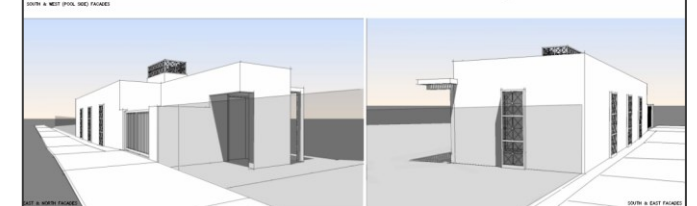
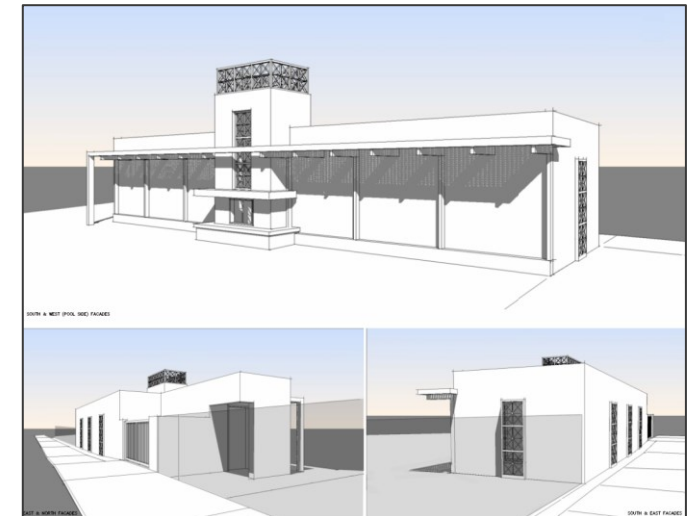
Restroom Building 16' Tall



notman architects
20 MAY 2024
DESIGN DEVELOPMENT
Colcada Resort
AMENITY DETAIL
DESERT COLOR
PHASE 4B, 6 & 7
ST. GEORGE, UTAH
DESIGNED BY N
DRAWN BY
REVIEWED BY
2024-14
RESTROOM BLDG
ELEVATIONS B.A201



Pool Building 17' Tall



Renderings



Renderings



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE EXISTING DESERT COLOR PLANNED DEVELOPMENT RESIDENTIAL (PDR) ZONE ON APPROXIMATELY 2.35 ACRES TO APPROVE NEW CIVIC SPACE INCLUDING A POOL AND PARK IN THE DESERT COLOR DEVELOPMENT WITH CONCEPTUAL SITE PLAN, LANDSCAPE PLANS, MATERIALS, AND ELEVATIONS, LOCATED GENERALLY WEST OF PURA CIRCLE AND SOUTH OF SANDURA LANE WITHIN THE DESERT COLOR RESORT PHASES 4B AND 6 SUBDIVISION PLATS TO BE KNOWN AS COLCADA POOL AT DESERT COLOR WITH A CONDITION FROM THE PLANNING COMMISSION.

(Colcada Pool at Desert Color)

WHEREAS, the property owner has requested an amendment to the Desert Color PD on approximately 2.35 acres, to approve the addition of new civic space including a park and a pool to the PD and approve elevations and site layout. The site is generally located west of Pura Circle and south of Sandura Lane within the Desert Color Resort Phases 4B and 6 subdivision plats; and

WHEREAS, the City Council held a public meeting on this request on August 1, 2024, to consider the amendment of the Desert Color Planned Development; and

WHEREAS, the Planning Commission held a public hearing on July 9, 2024, and thereafter forwarded a recommendation for approval of the requested amendment to the City Council with a 5-0 vote with the following condition:

1. That the applicant goes through the site planning process prior to any construction.

WHEREAS, the City Council has determined that the requested PD amendment is consistent with the goals and objectives of the General Plan, consistent with the approved master plan, does not create an undue burden or hardship on the city, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The approved planned development within the PD-R Zone for the property described in Exhibit 'A' shall be amended upon the effective date of this ordinance to reflect the approval of new civic space including a pool and park as shown in Exhibit 'B'. The planned development amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit 'A', and parcel exhibit, incorporated herein as Exhibit 'B'.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat or site plan. In the event a final plat is not approved within one year of the adoption of this Ordinance, this Ordinance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 1st day of August 2024.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Jami Brackin, Deputy City Attorney

Councilmember Hughes	_____
Councilmember Larkin	_____
Councilmember Larsen	_____
Councilmember Tanner	_____
Councilmember Kemp	_____

EXHIBIT "A"

Colcada Pool Area

Civic Lot 3 of the Desert Color Resort Phase 4B and Phase 6 Subdivision plat recorded on October 26, 2023 as Document No. 20230032066
Containing 83,000 square feet or 1.91 acres.

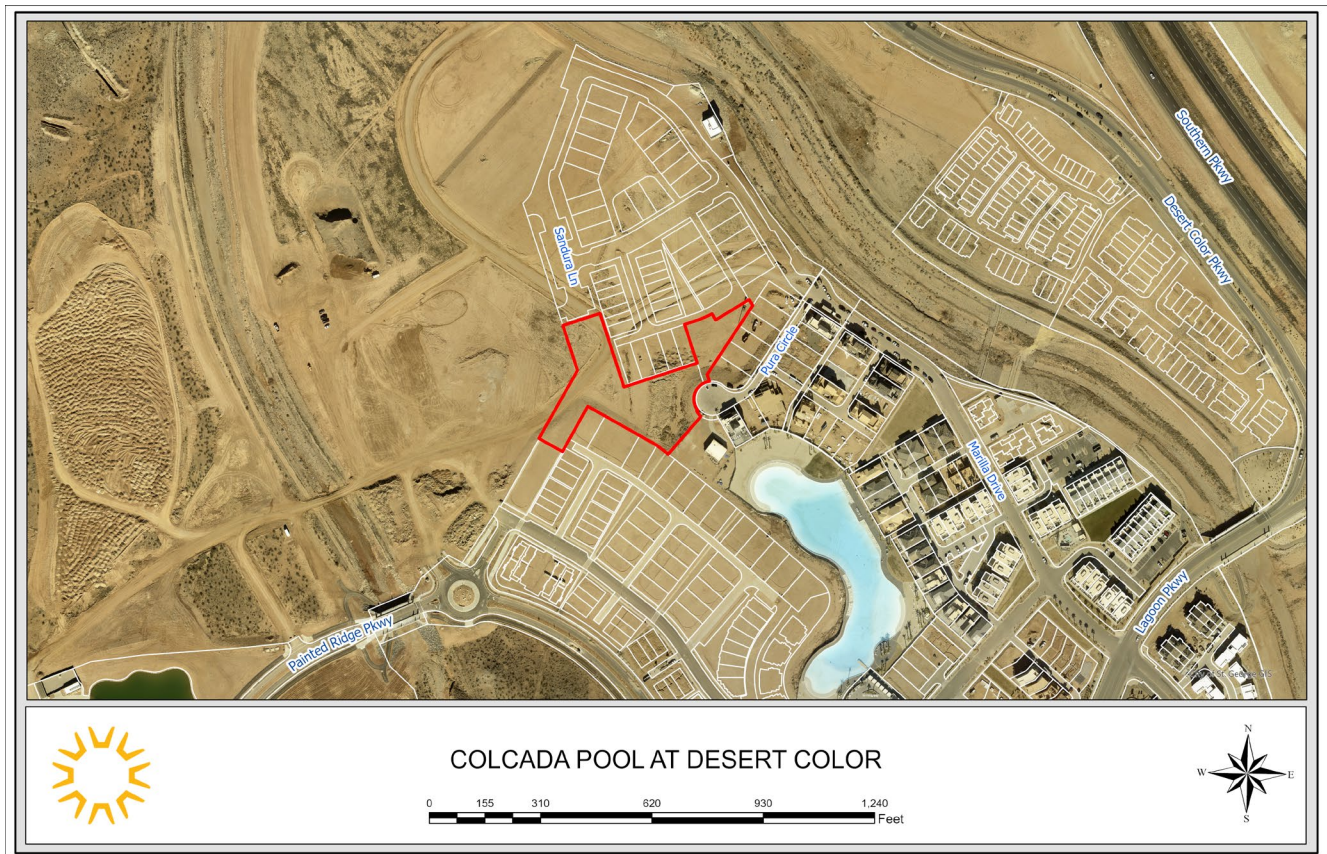


EXHIBIT "B"



Agenda Date: 08/01/2024

Agenda Item Number: 06

Subject:

Consider approval of a Hillside Development Permit on approximately 0.26 acres (11,366 ft) located just east of the Marblewood Drive/Walnut Canyon Drive Intersection, with conditions from the Planning Commission. (Case No. 2024-HS-003 - Juniper Cove Phase 3)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Mike Terry

Reference Number: 2024-HS-003

Address/Location:

Just east of the Marblewood Drive/Walnut Canyon Drive Intersection

Item History (background/project status/public process):

The purpose of this request is to create a single single-family residential lot. In October of 2020, Phase one of Juniper Cove was recorded creating the adjacent lot to the west of the subject property. The property in question was not part of that application and therefore needs to go through the hillside permit process. The Hillside Review Board held a public meeting on February 28, 2024 and recommended approval with the condition that an updated geotechnical analysis be produced. That was done prior to the Planning Commission meeting which was held on July 09, 2024. The Planning Commission recommended approval of the application.

Staff Narrative (need/purpose):

As the property owner has analyzed the property further, they feel they could likely create an additional lot before the property gets rockier to the north-east. There is a small outcropping of rock that is in the 20-30% slope category requiring a review by the Hillside Review Board. Additionally, the property falls within the rockfall study zone requiring a study to be conducted on the property. The applicant has supplied a slope analysis and a rockfall study that was produced in 2018 and updated the geotechnical investigation.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On July 09, 2024, the Planning Commission heard the request for the hillside permit and recommended approval of the application without conditions.

HILLSIDE REVIEW BOARD AGENDA REPORT: **02/28/2024**
 PLANNING COMMISSION AGENDA REPORT: **07/09/2024**
 CITY COUNCIL AGENDA REPORT: **08/01/2024**

Juniper Cove Phase 3 Hillside Development Permit (Case No. 2024-HS-003)		
Request:	A Hillside Development Permit to allow disturbance of areas in the 20-30%, 30-40% and 40% and above slope areas and review possible construction in a rockfall hazard overlay area.	
Applicant:	DSG Engineering	
Representative:	Mike Terry	
Location:	Just east of the Marblewood Drive/Walnut Canyon Drive Intersection	
General Plan:	OS (Open Space)	
Existing Zoning:	R-1-8 (Single Family Residential, 8,000 ft ² lots)	
Surrounding Zoning:	North	R-1-8 (Single Family Residential, 8,000 ft ² lots)
	South	R-1-8 (Single Family Residential, 8,000 ft ² lots)
	East	R-1-8 (Single Family Residential, 8,000 ft ² lots)
	West	R-1-8 (Single Family Residential, 8,000 ft ² lots)
Land Area:	Approximately 11,366 ft ² (0.26 acres)	



Juniper Cove Phase 3



BACKGROUND

In October of 2020, Phase one of Juniper Cove was recorded creating the adjacent lot to the west of the subject property. At the time, lot 15 was the only lot created on the south side of Walnut Canyon Drive. As the property owner has analyzed the property further, they feel they could likely create an additional lot before the property gets rockier to the north-east. There is a small outcropping of rock that is in the 20-30% slope category requiring a review by the Hillside Review Board. Additionally, the property falls within the rockfall study zone requiring a study to be conducted on the property. The applicant has supplied a slope analysis and a rockfall study that was produced in 2018.

APPLICABLE ORDINANCE(S) *(Selected portions)*

10-13A-1: Density and Disturbance Standards

- A. The hillside development overlay zone (HDOZ) limits development densities and provides specific development incentives to transfer underlying zone densities from hillsides (sending areas) to less steep slopes or more safe development areas (receiving areas), within a development.
- B. For those portions of a proposed development with natural slopes twenty percent (20%) or less, development density follows the density and development standards in the underlying zone.
- C. For those portions of a proposed development with natural slopes from twenty-one percent (21%) to thirty percent (30%), development activity shall not disturb more than thirty percent (30%) of the parcel within this slope category.
- D. For those portions of a proposed development with natural slopes from thirty-one percent (31%) to forty percent (40%), development activity shall not disturb more than five percent (5%) of the area within this slope category.
- E. A proposed development may not disturb slopes in excess of forty percent (40%).

10-13A-2: Slope and Slope Areas Determined

- A. Slope shall be determined for each significant portion of development parcel.
- B. *Procedure:* The applicant shall map the location of the natural slope by using the following procedure:
 - 1. *Preparation of Contour Maps:* The applicant shall submit an accurate, current contour map, prepared and certified by a licensed professional engineer or surveyor, which shows all land contours at intervals no greater than five feet (5'), drawn at a one inch equals one hundred feet (1" = 100') scale maximum.

2. *Verification through Field Surveys:* The city engineer or designee may require the applicant to submit a field survey to verify the accuracy of the contour map.

C. *Determination of Slope Areas:* Using the contour map, natural slopes shall be calculated using points identified as natural slopes of twenty percent (20%), thirty percent (30%), and forty percent (40%), and shall be located on the contour map and connected by a continuous line. That area bounded by said lines and intersecting property lines shall be used for determining project density. Small washes or outcrops, which have slopes distinctly different from surrounding property, and are not part of the contiguous topography, may be excluded from the slope determination.

10-13B-2: Development in Geologic Hazard Areas

A. *Geologic Hazard Areas (UGS 1 – 4: subsections A1 through A4 of this section):* For any development in the city with a geologic hazard listed below, applicant shall submit a report prepared by a qualified, licensed geologist specializing in engineering geology, or a licensed civil engineer, trained and experienced in the practice of geotechnical engineering. Development in the geologic hazard overlay for high category rockfall areas shall be reviewed by the hillside review board.

1. Surface fault rupture and earthquake: well-defined Holocene, and well-defined fault areas, red and purple lines/categories (extending five hundred feet (500') on the downthrown side and two hundred fifty feet (250') on the upthrown side of each red/purple fault line).
2. Liquefaction: Very High category.
3. Landslide: Very High category.
4. Rockfall: High category.

B. *General Requirements for Development in a Geologic Hazard Area:*

1. Submit a site-specific report prepared by a qualified, licensed geologist specializing in engineering geology, or a licensed civil engineer, trained and experienced in the practice of geotechnical engineering with the following minimum requirements:
 - a. Identify all geologic hazard areas (UGS 1 – 4: subsections A1 through A4 of this section);
 - b. Identify any other geologic hazards, not listed above (UGS 1 – 4: subsections A1 through A4 of this section), which present an unacceptable risk to development;
 - c. Demonstrate which areas of the development are suitable for the proposed use;
 - d. Recommend specific measures necessary to make the land suitable for the proposed use;

- e. Recommend the optimal placement of all structures, roadways, utilities, trails and infrastructure in relation to the geologic hazard area;
- f. Slope stability analysis: conclusions and recommendations concerning the effects of material removal, introduction of water, both on and off site, including, where applicable, on mesa tops, seismic activity, and erosion on slope stability;
- g. Foundation investigation: conclusions and recommendations concerning the effects of soil conditions on foundation and structural stability, including bearing capacity, sheer strength, and shrink/swell potential of soils;
- h. Spring location: the location and yield of springs and seeps which shall be shown on the site plan;
- i. Structural features: structural features including any geological limitations;
- j. Surface hazards: existence of surface hazards including potential for rockfalls and toppling failures to cliffs, slopes and overhangs above the subject property; and
- k. Effect of geologic conditions: conclusions and recommendations regarding the effect of geologic conditions on the proposed development, together with recommendations identifying the means proposed to minimize any hazard to life or property, or adverse impact on the natural environment.

2. The city shall review the applicant's report. If the applicant's report is deemed adequate by the city engineer or designee, development may proceed if the report recommendations are followed. If the report is deemed incomplete or inadequate by the city engineer or designee, the development application shall be denied. If denied, the applicant may request an independent review, and the city engineer or designee may order a review by independent, qualified professionals. The professionals selected by the city shall review and prepare written findings and comments on the applicant's report. The cost of the independent, qualified professionals shall be paid to the city by applicant. Applicant may develop if the independent review and written findings and comments are implemented, in addition to any nonconflicting recommendations in the initial report of applicant. The city engineer or designee is the land use authority for the decision. The reports shall be specifically identified on the plat and available to all owners and interested parties.

3. All development shall be outside the geologic hazard areas in subsections A1 through A4 of this section, unless:

- a. The city has accepted applicant's report, prepared by a qualified, licensed geologist specializing in engineering geology or a licensed professional engineer trained and practicing in the field of geotechnical engineering, and it recommends development, and shows hazards can be adequately mitigated for the proposed land use;

b. If the city has not accepted applicant's report, the applicant also adopts and implements the independent review and writing findings and comments, in addition to any nonconflicting recommendations in applicant's report;

c. All report recommendations, and HDOZ permit conditions (when required), are adopted by the city and are conditions of development.

4. Hold the city harmless from all claims resulting from any damage related to development within a geologic hazard area by executing a "geologic hazard disclaimer of liability and agreement" and by placing a "notice of hazard" on the final plat.

5. The applicant may appeal a decision in accordance with chapter 3 of this title.

C. *Compliance*: No structure or land shall be constructed, located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations.

D. *Abrogation and Greater Restrictions*: This chapter is not intended to repeal, abrogate or impair any existing easement, covenant or deed restriction; however, where this chapter and another ordinance, easement, covenant or deed restriction conflict or overlap, the more stringent restriction shall prevail.

E. *Interpretation*: In the interpretation and application of this chapter, all provisions are minimum requirements in addition to applicable provisions of this title.

EXHIBITS PROVIDED

1. Exhibit A – Hillside Slope Map

"Exhibit A" in the packet shows the location of the new road extension.

2. Exhibit B – Rockfall Study

"Exhibit B" in the packet is a study conducted by AGEK, dated May 8, 2018, for the Teakwood Subdivision.

3. Exhibit C – Legal Description

Exhibit C is a legal description of the property.

4. Exhibit D – Geotechnical Investigation Update

Exhibit D was upon a request of the Hillside Review Board that an updated Geotechnical Investigation be conducted specifically for the subject property.

RECOMMENDATION

Section 10-13A-8(B)(1) of the "Hillside Review Board Powers and Duties" states that the Hillside Board can make recommendations to "adopt, modify or reject a proposal" to the Planning Commission (PC). On February 28, 2024, the Hillside Review Board held a public meeting to discuss the proposal and recommends approval of the Hillside permit with the following condition:

1. That the approval is contingent upon an updated rockfall letter that is specific to this lot by AGECC.

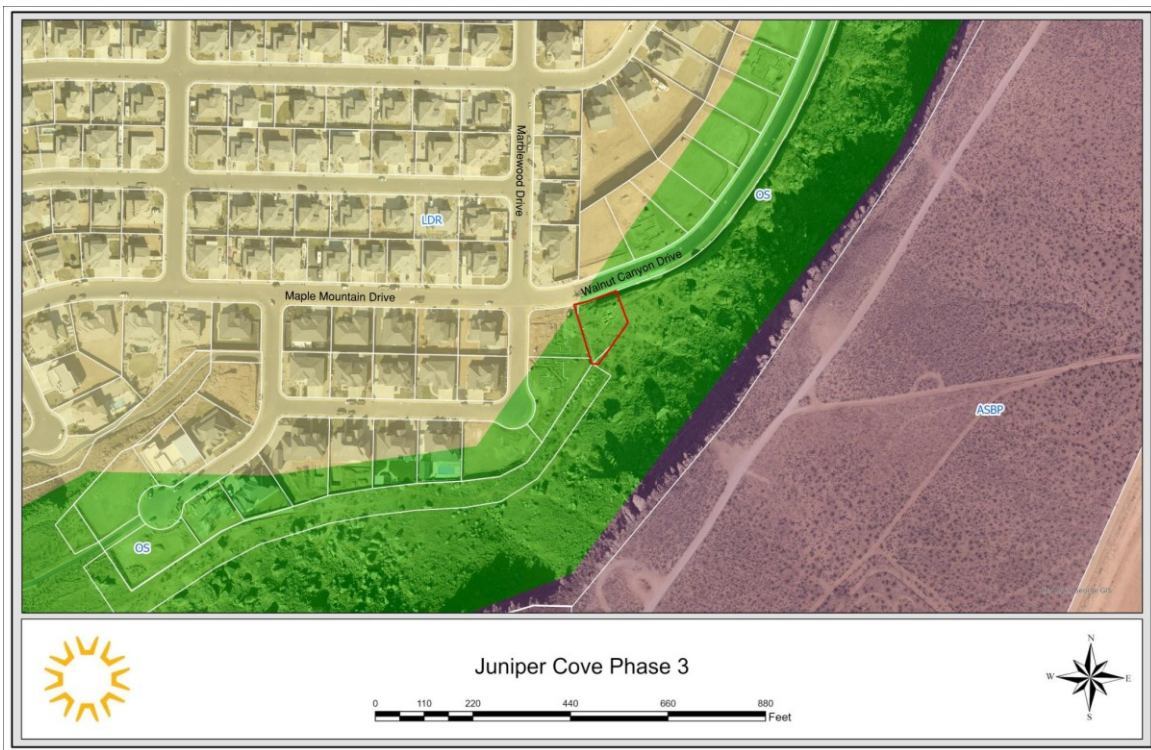
This recommendation was based on the fact that there was very minimal, non-contiguous areas of 30% slope or greater. The updated letter has been produced and is attached to this report as Exhibit "D".

Planning Commission held a public meeting to discuss the application on July 09, 2024 in connection with a preliminary plat to create the new lot. The Planning Commission is recommending that the City Council approve the application for the hillside permit along with the studies and reports attached hereto. The Planning Commission vote was 5-0.

MODEL MOTION

"I move that we approve the Juniper Cove Phase 3 hillside permit, application number 2024-HS-003, based on the findings and subject to the recommendations of the Hillside Review Board as listed in the staff report."

General Plan – OS – Open Space



Zoning – PD-R (Planned Development Residential)

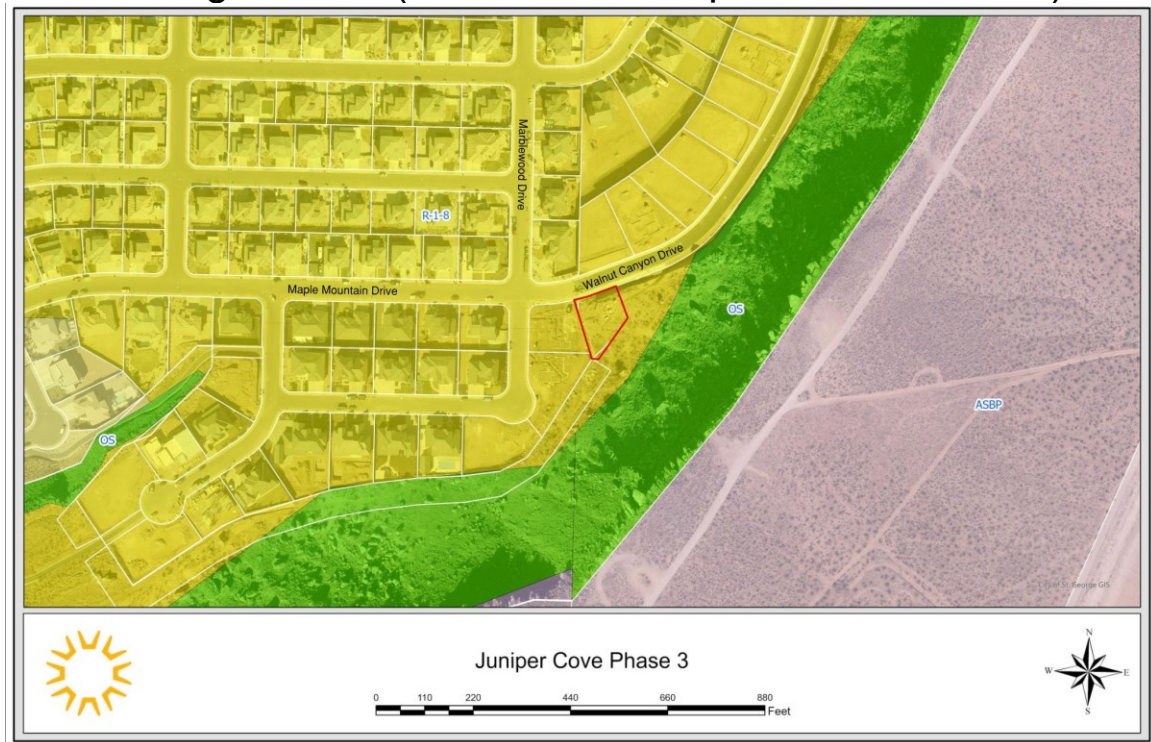
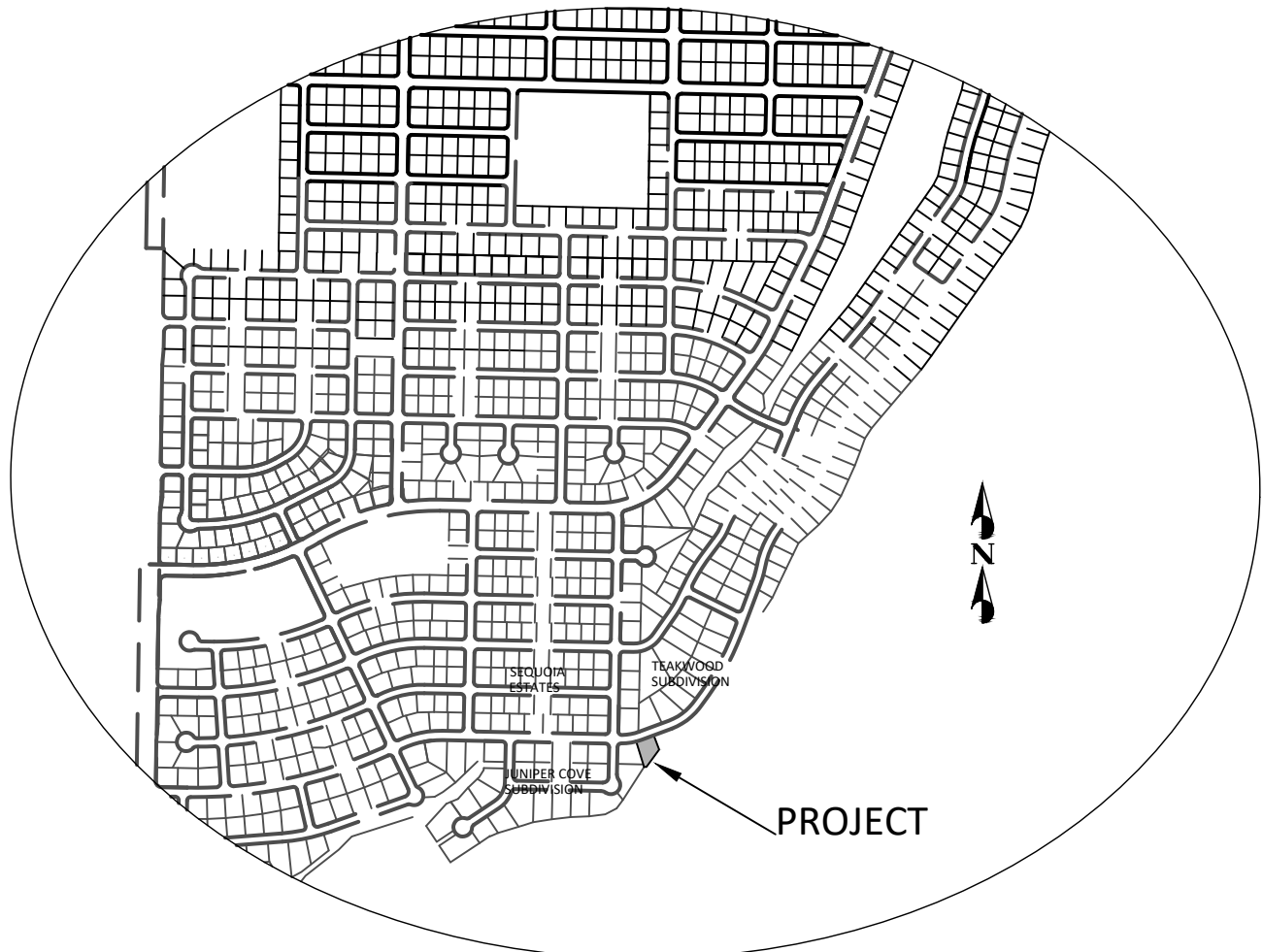


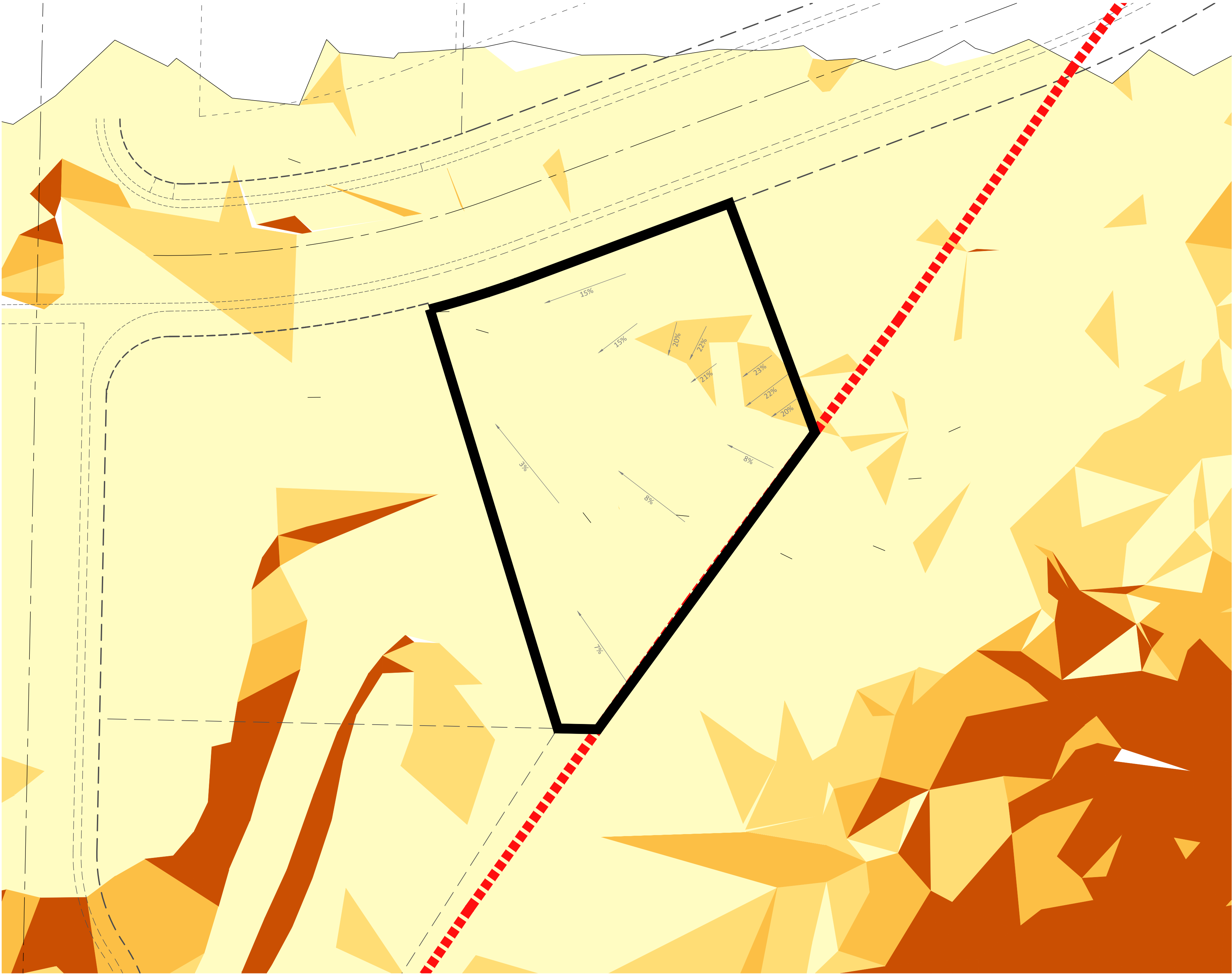
EXHIBIT A
Hillside Slope Map

HILLSIDE ANALYSIS
FOR
JUNIPER COVE
PHASES 3

LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP
43 SOUTH, RANGE 15 WEST, S.L.B.&M.



St. George
Vicinity Map



OWNER/DEVELOPER

QUALITY DEV LLC
113 EAST 200 NORTH STE. #2
ST. GEORGE, UTAH 84770

CONTACT

MIKE TERRY, EIT
(435) 628-2121

LEGEND:

- SUBDIVISION BOUNDARY
- STREET CENTERLINE
- ROAD RIGHT OF WAY LINE
- EXISTING ROAD RIGHT OF WAY LINE
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING CURB & GUTTER
- ROCK FALL LINE BY AGECE

SLOPE ANALYSIS LEGEND	
	0-20% SLOPE
	20-30% SLOPE
	30-40% SLOPE
	40-100% SLOPE



PROJECT NAME:

JUNIPER COVE
PHASE 3
LOCATED IN ST. GEORGE, UTAH
HILLSIDE ANALYSIS

DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 EAST 200 NORTH STE. #2
St. George, UT 84770
Office (435) 628-2121

DATE :

NOV 2023

PM :

RT

DRAWN BY :

MT

DESIGNED BY :

MT

CHECKED BY :

RT

PROJECT NO. :

23-028

SCALE :

20

SHEET NUMBER :

P-1

1 OF 01 TOTAL

EXHIBIT B

Rockfall Study



May 8, 2018

Development Solutions
120 East St. George Blvd. #300
St George, Utah 84770

Attention: Steve Kamlowsky

Subject: Geologic-hazard Study
Teakwood Subdivision
Marblewood and Crimson Ridge Drives
St George, Utah
Project No. 2180172

Gentlemen:

Applied Geotechnical Engineering Consultants, Inc. (AGEC) was requested to perform a geologic-hazards study for the proposed Teakwood Subdivision located below the airport bluff at Marblewood and Crimson Ridge Drives in St. George, Utah (see Figure 1).

PROPOSED CONSTRUCTION

We understand the area is planned for single-family residences. The approximate area planned for development is shown on Figure 1.

GEOLOGY

The geology for the area was mapped by Hayden and Willis (2011) to consist of the upper unit of the Triassic-age Moenkopi Formation. This unit consists of interbedded siltstone and sandstone. The Triassic-age Shnabkaib Member of the Moenkopi underlies this unit and consists predominantly of siltstone. The Shinarump Conglomerate Member of the Chinle Formation overlies the Moenkopi Formation and makes up the rock near the top of the bluff southeast of the site, the source of the rockfall for the southeast portion of the property. The bedrock exposed on the property is that of the Moenkopi Formation. The bedrock in the area dips down toward the southeast at approximately 11 to 15 degrees.

GEOLOGIC-HAZARD EVALUATION

Low-sun-angle aerial photographs from 1960 and aerial photographs from 1938 were reviewed along with site reconnaissance to determine what potential geologic hazards may affect the proposed development. Rockfall is the geologic hazard that may affect

development in the area. Faulting, liquefaction, landslide and debris flow are not considered potential hazards at this site.

A. Rockfall Hazard

Source boulders for rockfall hazard originate from the Shinarump Conglomerate Member of the Chinle Formation, which forms cliffs at the top of the hill southeast of the property. Reconnaissance of the rockfall source area finds that there are numerous rock outcrops that could potentially dislodge from the cliffs above the site. These blocks of bedrock are similar to or larger in size to the boulders along the slopes and base of the hill. It appears that the boulders originating from the cliffs typically break into smaller particles as they roll down the slope.

Rockfall hazard is typically limited to a zone between the rockfall-originating cliff and a limit line based on a shadow angle of 22 degrees in this area. The shadow angle is the angle from horizontal formed from the base of the originating cliff to the farthest rockfall rock. Cross sections are presented on Figures 3 through 6 showing the shadow angle with respect to the selected rockfall-limit line as an example for the proposed development. The rockfall-limit line is adjusted some to account for current rock source, a selected buffer zone and observed conditions at the site.

The approximate rockfall-hazard zone is presented on Figure 2. The extent of the rockfall hazard was determined based on guidelines presented by Bowman and Lund (2016). The rockfall-hazard zone shown is intended to capture most of the potential rockfall-runout area but there may be a potential for rockfall hazard to extend beyond this zone.

Modifying grades toward the bottom of the rockfall-hazard zone can affect the extent of the area of concern. Generally, lowering grade will increase the hazard area and raising grade will decrease the hazard area. Installing berms, rock fences or other rock barriers can be used to decrease the hazard area.

B. Other Geologic Hazards

Fault hazard was evaluated based on review of aerial photographs and geologic maps for the area, and site reconnaissance. There is no evidence of fault-related features on or near the site.

Liquefaction and associated lateral spread are not considered hazards at the site because bedrock underlies the site. Bedrock is not considered susceptible to liquefaction.

Review of the aerial photographs and geology show no evidence of landslides on or near the site. Landslide is not considered a hazard at the site. Slope stability of cut and fill slopes would be addressed in the geotechnical report for the project.

Debris flow is not considered a hazard at the site due to the lack of a source for debris flow. A drainage with a drainage area of about 25 acres or more is needed to develop debris flows (VanDine, 1984). There are no such drainages up gradient of the site.

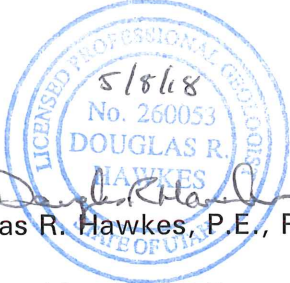
LIMITATIONS

This letter has been prepared in accordance with generally accepted geologic engineering practices in the area for the use of the client. The conclusions and recommendations included in the letter are based on conditions observed during our field study and the topographic information provided. If conditions are significantly different from those described in this letter, we should be notified to reevaluate the recommendations given. There may be rockfall hazard beyond the rockfall zone shown on Figure 2 and this hazard should be disclosed to potential home buyers.

If you have questions or if we can be of further service, please call.

Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.


Douglas R. Hawkes, P.E., P.G.

Reviewed by JEN, P.E.

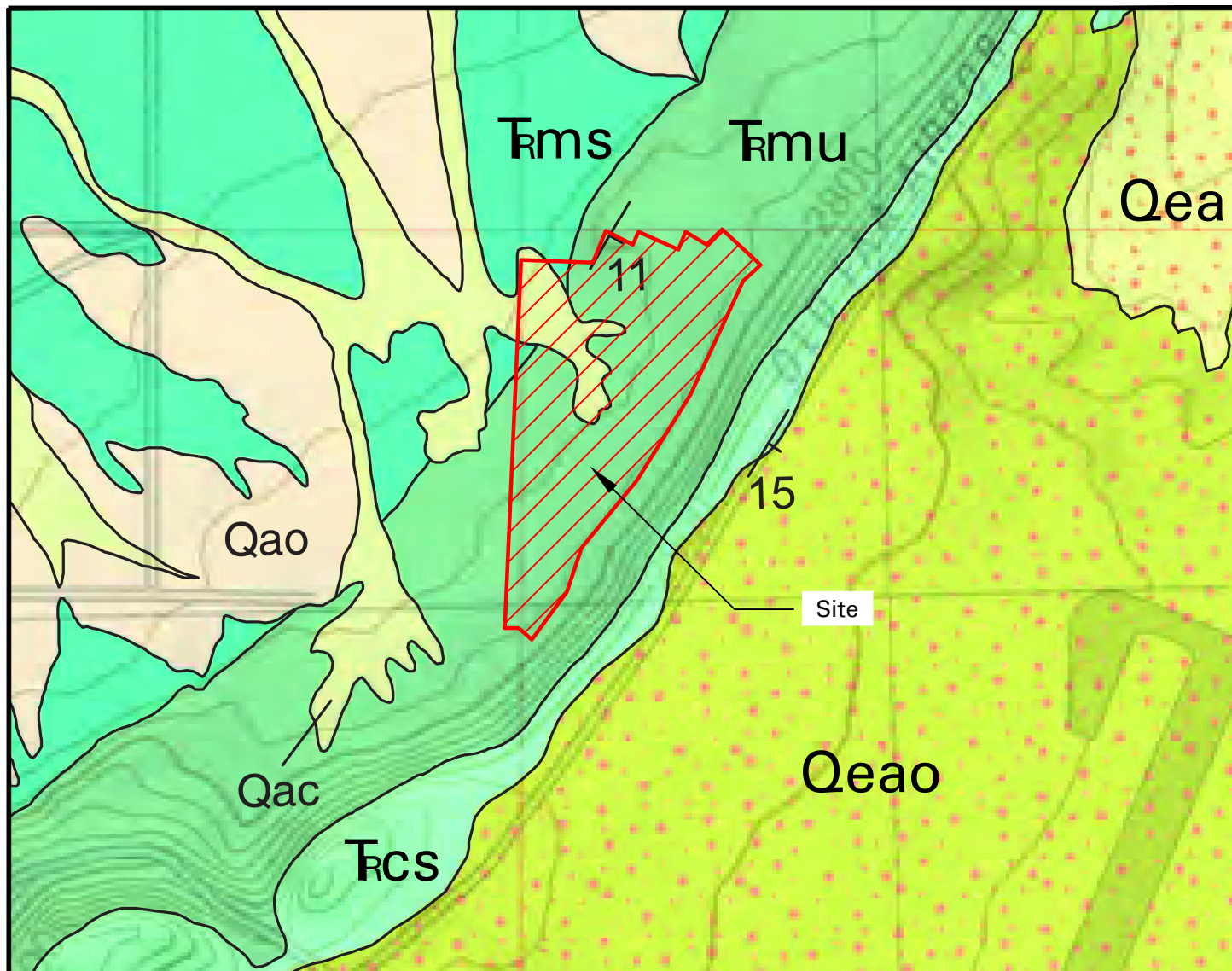
Enclosures

Reference:

Hayden, J.M. and Willis, G.C. 2011; Geologic map of the St George quadrangle, Washington County, Utah, Utah Geological Survey Map 251DM.

Lund, W.R., Knudsen, T.R., Vice, G.S. and Shaw, L.M., 2008; Geologic hazards and adverse construction conditions, St. George-Hurricane Metropolitan Area, Washington County, Utah, Utah Geological Survey Special Study 127.

VanDine, D.F., 1984; Debris flow and debris torrents in the Southern Canadian Cordillera, 8th Canadian Geotechnical Colloquium, at the 37th Canadian Geotechnical Conference, Toronto.



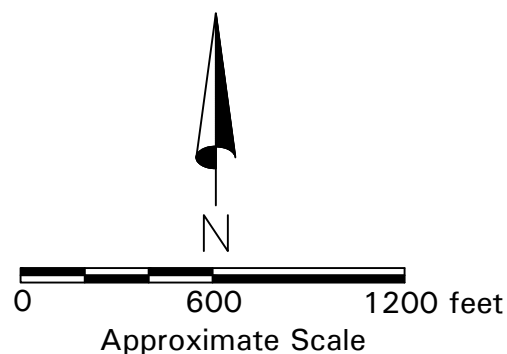
EXPLANATION OF SYMBOLS AND GEOLOGIC UNITS IN AREA OF
PROPOSED DEVELOPMENT

From Hayden and Willis (2011)

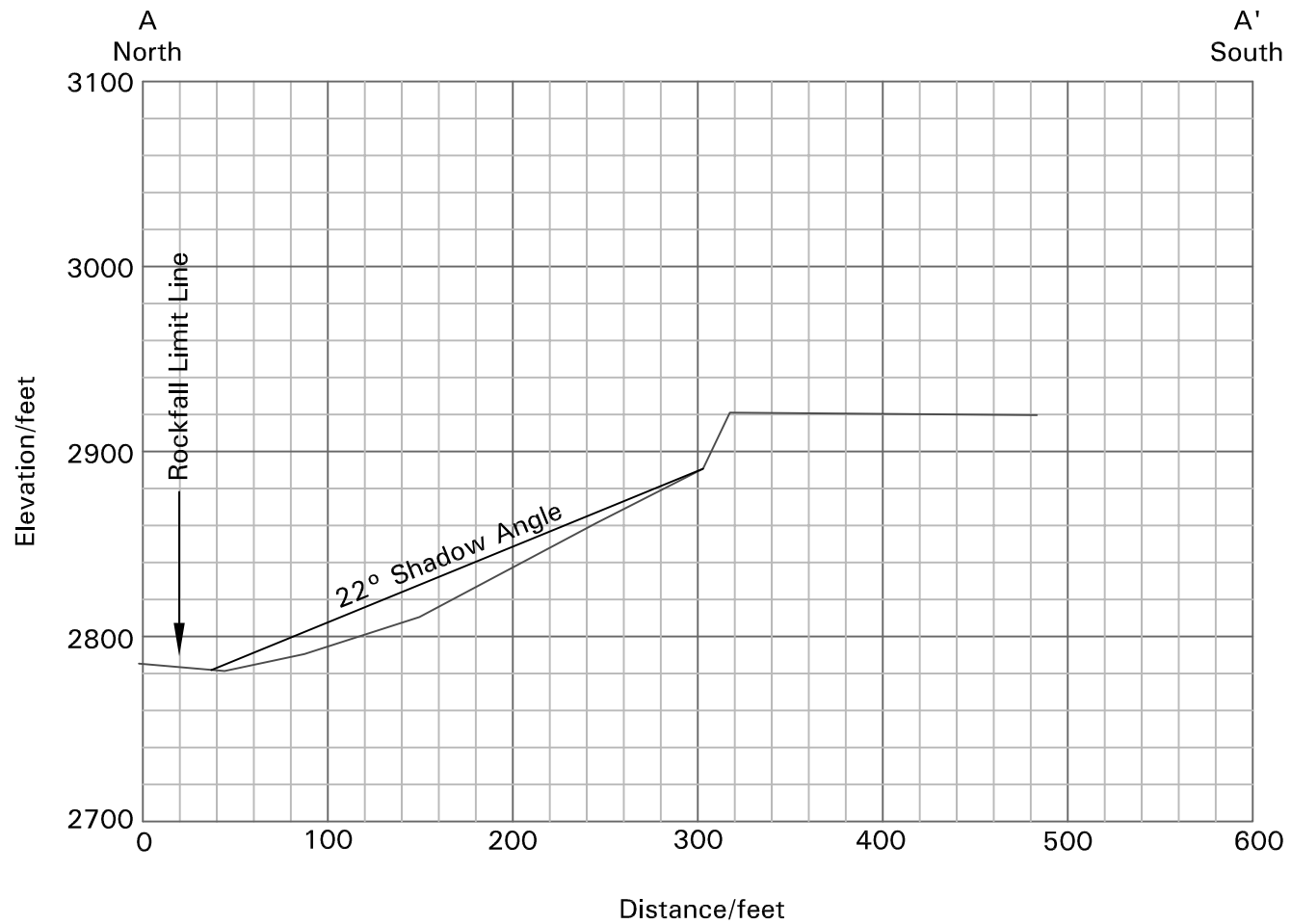
- Qao - Older alluvial deposits (Holocene to middle Pleistocene).
- Qac - Mixed alluvial and colluvial deposits (Holocene to upper Pleistocene).
- Tcs - Triassic Shinarump Conglomerate Member of the Chinle Formation - sandstone and conglomerate.
- Tmu - Triassic upper red member of the Moenkopi Formation - interbedded sandstone and siltstone.
- Tms - Triassic Shnabkaib Member of the Moenkopi Formation - siltstone.

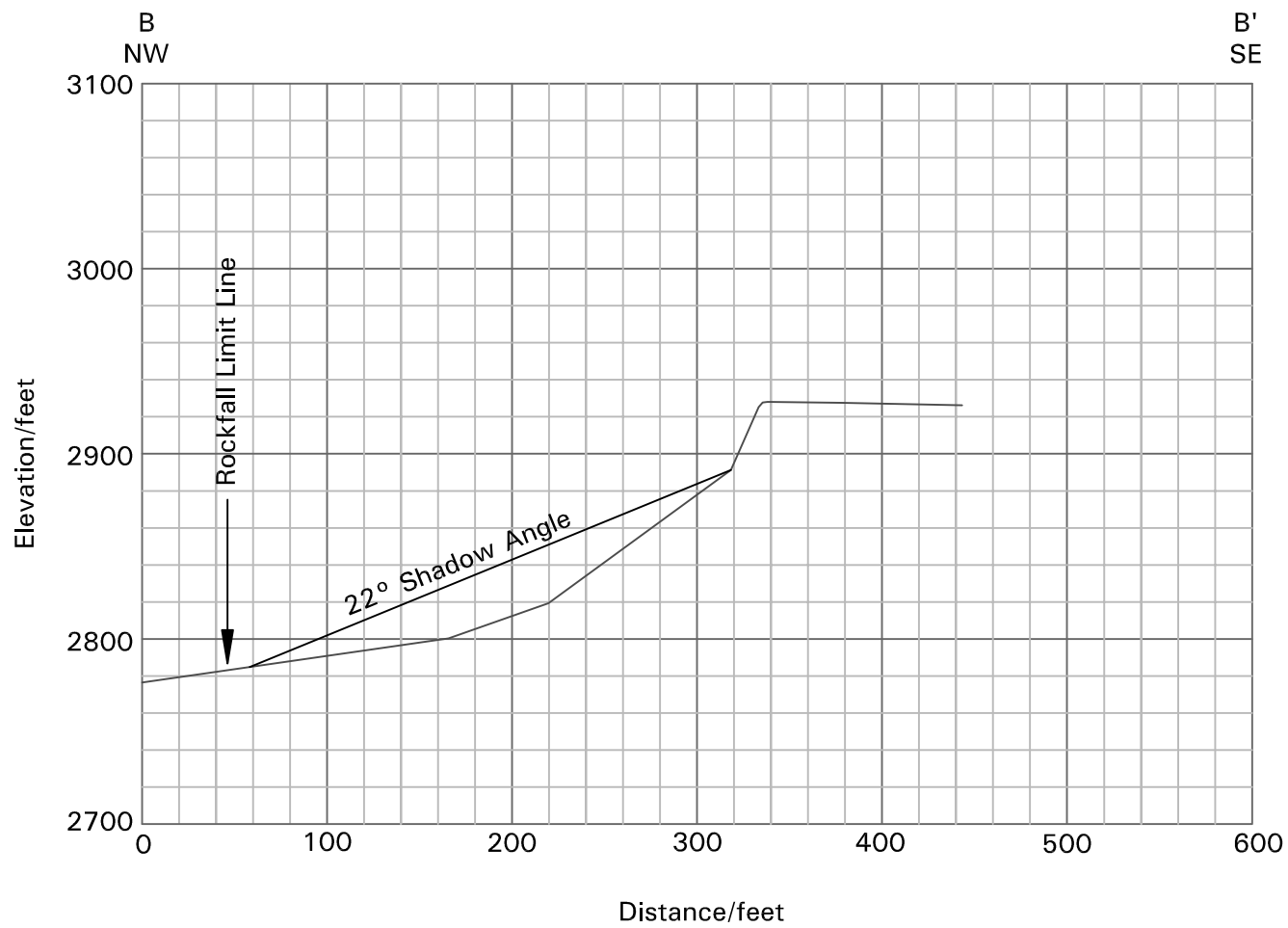
— Contact between geologic units.

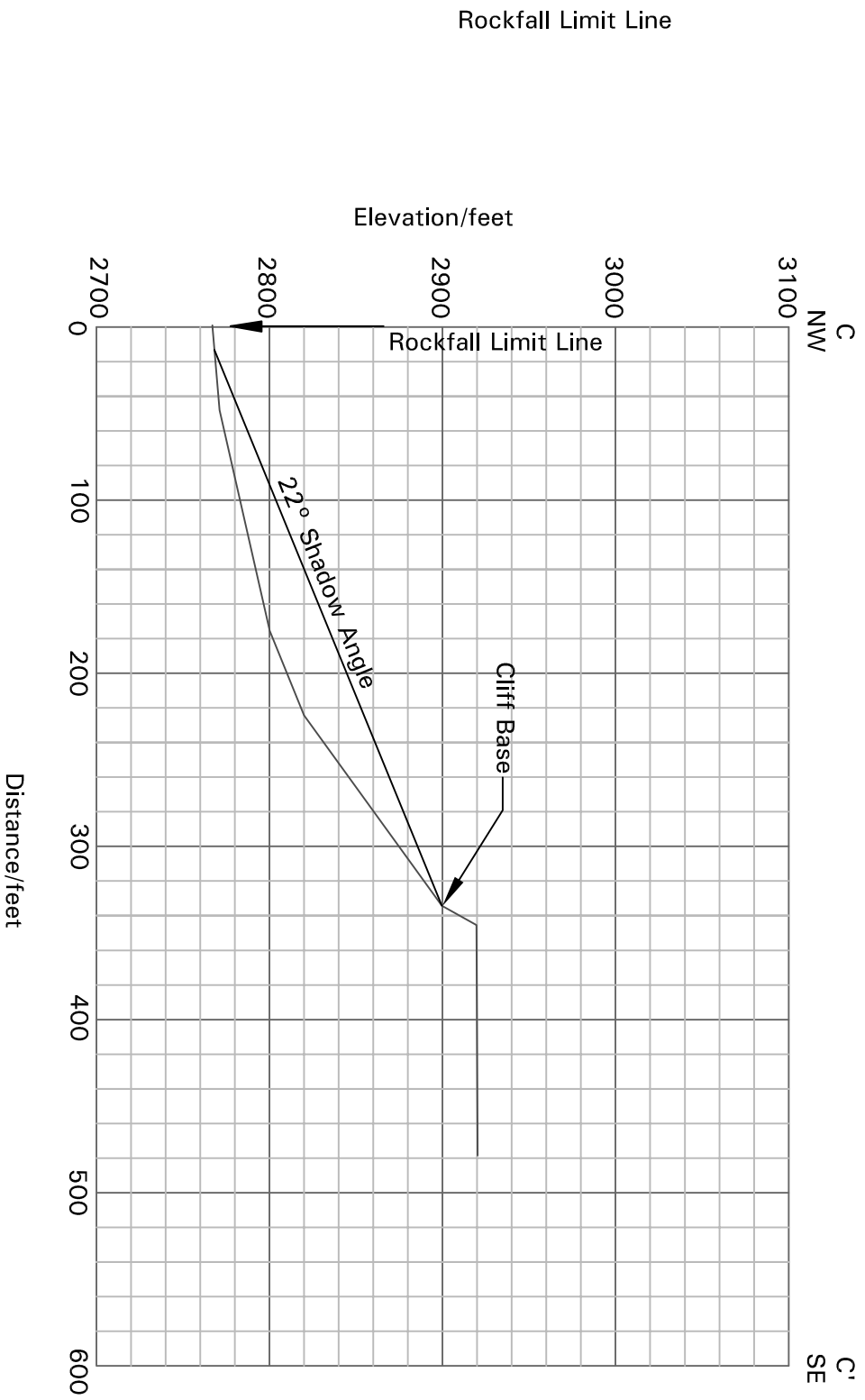
15
— Strike and dip of bedding.



TEAKWOOD SUBDIVISION
MARBLEWOOD AND CRIMSON RIDGE DRIVES
ST. GEORGE, UTAH







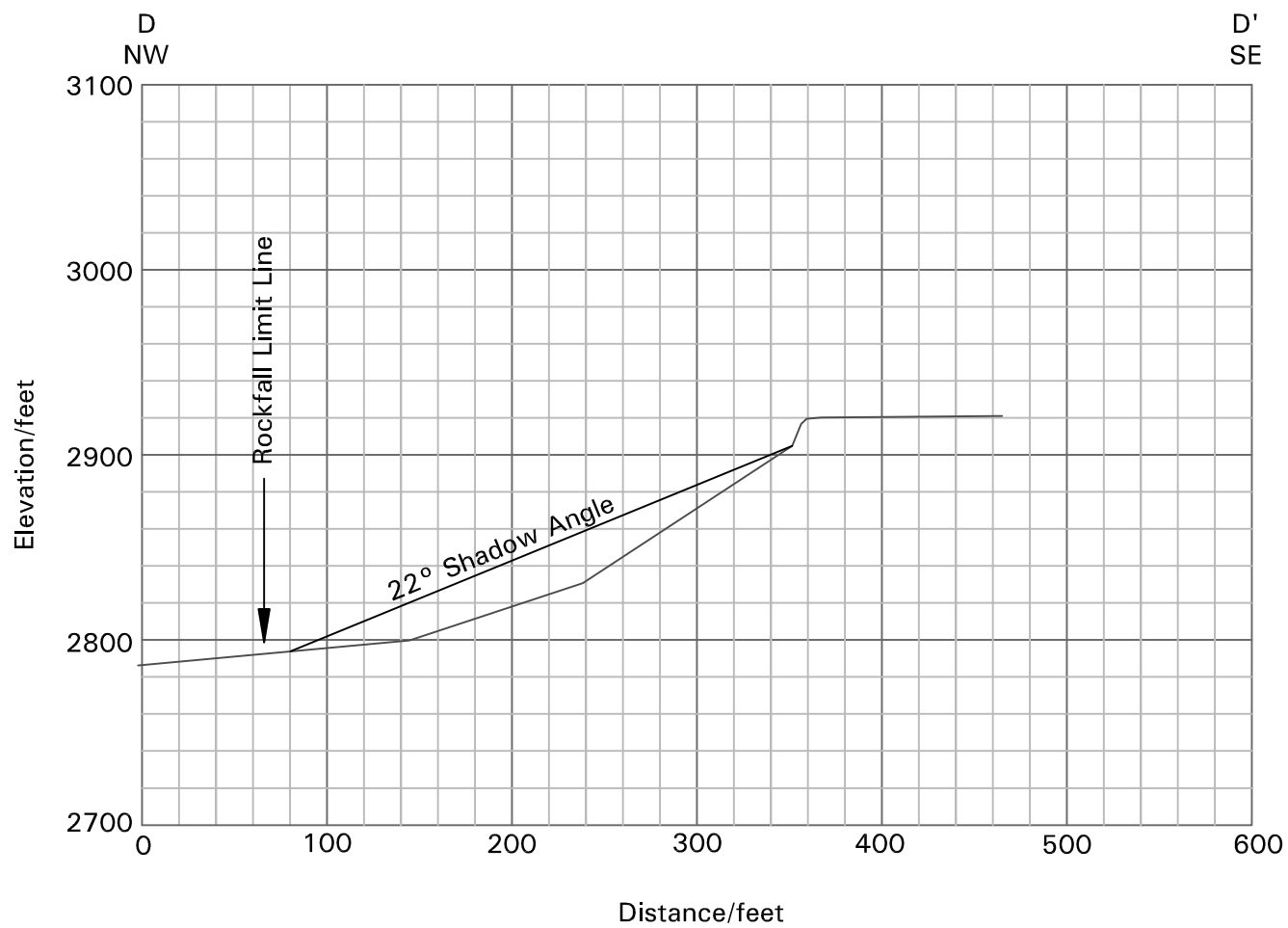


EXHIBIT C

Legal Description

JUNIPER COVE – PHASE 3 FINAL PLAT BOUNDARY

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF THE JUNIPER COVE – PHASE 2 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 01°10'03" WEST ALONG THE SECTION LINE, A DISTANCE OF 1386.618 FEET, AND SOUTH 88°49'57" EAST 34.127 FEET FROM THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 16°57'54" WEST ALONG SAID SUBDIVISION BOUNDARY AND THE EASTERLY BOUNDARY OF THE JUNIPER COVE – PHASE 1 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, A DISTANCE OF 140.020 FEET TO THE SOUTHERLY BOUNDARY OF THE TEAKWOOD – PHASE 3&4 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING (2) TWO COURSES: (1) NORTH 75°55'46" EAST 33.352 FEET; AND (2) NORTH 69°34'25" EAST 66.845 FEET; THENCE SOUTH 20°25'35" EAST 77.020 FEET; THENCE SOUTH 36°36'24" WEST 65.543 FEET; THENCE SOUTH 45°56'38" WEST 58.348 FEET TO THE POINT OF BEGINNING.

CONTAINS 11,366 SQ. FT. (0.261 ACRES)

EXHIBIT D

Geotechnical Study



June 18, 2024

DSG Engineering
113 East 200 North, Suite 2
St. George, Utah 84770

Attention: Ryan Thomas

Subject: Geotechnical Consultation
Juniper Cove, Phase 3
St. George, Utah
Project No. 2241452

References:

1. "Geotechnical Investigation – Teakwood Subdivision" by AGEC dated November 12, 2018, Project No. 2180171.
2. "Geologic Hazard Study – Teakwood Subdivision" by AGEC dated May 8, 2018, Project No. 2180172.
3. "Preliminary Plat, Juniper Cove, Phase 3" by DSG Engineering, dated January 22, 2024, Project No. 23-029.

Applied Geotechnical Engineering Consultants, Inc. (AGEC) was requested to review the Geologic-Hazard study (reference No. 2 above) for boundary limits which would apply to the Juniper Cove, Phase 3 rockfall hazard.

PROPOSED CONSTRUCTION

We understand it is proposed to develop the project site for construction of a single-family residential lot. The project site is shown on Figure 1.

GEOLOGIC HAZARD REVIEW

The Geologic Hazard Study (Reference No. 2) for the Teakwood subdivision includes the proposed Juniper Cove, Phase 3 single-lot subdivision. The rockfall boundary limit provided within the referenced study and is shown on Figure 2. The following statement was provided in the geologic hazard study and should be considered for design of the Juniper Cove, Phase 3:

"Modifying grades toward the bottom of the rockfall-hazard zone can affect the extent of the area of concern. Generally, lowering the grade will increase the hazard area and raising the grade will decrease the hazard area. Installing berms, rock fences or other rock barriers can be used to decrease the hazard area."

CONCLUSIONS

Based on a review of the referenced documents, the rockfall hazard line identified in reference No. 2 still applies. A review of the preliminary plat by DSG Engineering indicates the pad elevation will likely be designed near 2770 feet above sea level. The plat map also indicates the back of the lot will be cut into the existing hillside approximately 6 feet with a 2:1 slope, which could lead to an increase of the rockfall hazard boundary further to the west. Consideration should be given to the location of structures that could be damaged should rockfall occur.

LIMITATIONS

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions included within this letter are based on the condition of subsurface soils observed during the site visits (Reference Nos. 1–2). If the soil and groundwater conditions are found to be different from those described in the report, we should be notified to reevaluate the recommendations given.

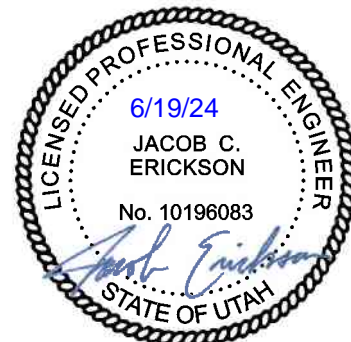
If you have any questions, or if we can be of further service, please call.

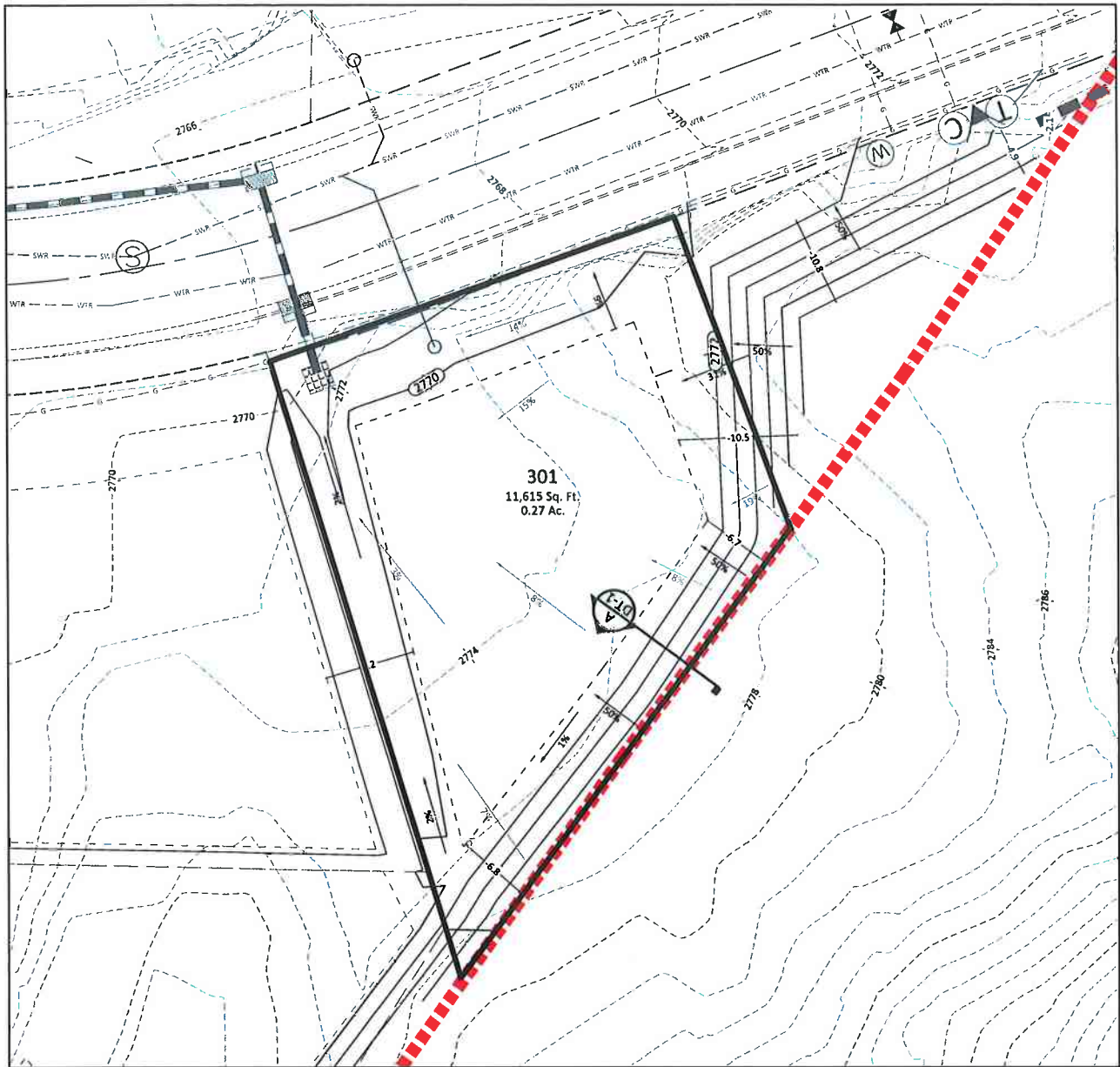
Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

Jake Erickson, P.E.

Reviewed by Arnold DeCastro, P.E.



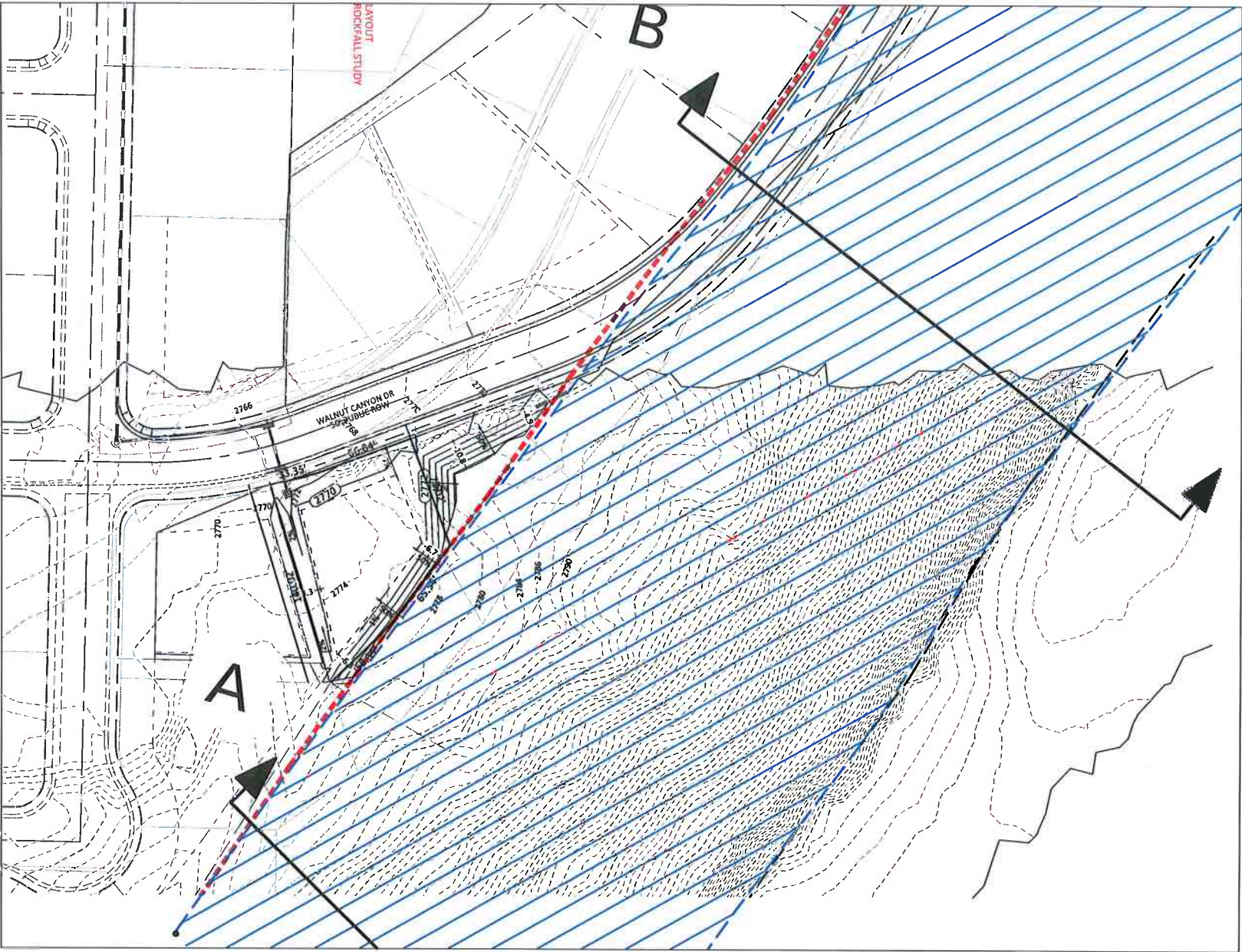


Not to Scale

JUNIPER COVE, PHASE 3
ST. GEORGE, UTAH

JUNIPER COVE PHASE 3
ST. GEORGE, UTAH

 Rockfall Hazard Limit
(see Project No. 2180172)





Agenda Date: 08/01/2024

Agenda Item Number: 07

Subject:

Consider approval of Ordinance No. 2024-046 amending Title 7, Chapter 4, section 1 of the St. George City Code to amend the definition of Street Trees.

Item at-a-glance:

Staff Contact: Shane Moore

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

Item History (background/project status/public process):

The City of St. George established a Shade Tree Board on or about July 1, 1993, to address the care and maintenance of the City's urban forest with special attention given to shade trees along the City's rights of way. The current definition includes all trees on commercial property within 10 ft of the City right-of-way. Staff recommends amending the language to clarify the definition by eliminating the term "commercial" and replacing it with "non single-family residential."

Staff Narrative (need/purpose):

The current definition includes all trees on commercial property within 10 ft of the City right-of-way. Staff recommends amending the language to clarify the definition by eliminating the term "commercial" and replacing it with "non single-family residential."

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Recommend approval.

EXHIBIT A

7-4-1:

DEFINITIONS:

As used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

CERTIFIED ARBORIST: An individual who is trained in the art and science of planting and maintaining individual trees and accredited through the International Society of Arboriculture.

LANDSCAPE COMPANY: A company that maintains, installs, and repairs landscapes.

PARK TREES: Trees, shrubs, bushes and all other woody vegetation in public parks and areas owned by the city to which the public has free access as a park.

STREET TREES: Includes all trees on public lands lying within the right-of-way of all streets, avenues or ways within the city. Also includes all trees on ~~commercial~~ **non single-family residential** property within ten (10) feet of the city right-of-way.

TREE SERVICE PROVIDER: A landscape company with a certified arborist on staff and who follows all ANSI standards in regards to tree care and maintenance. (Ord. 7-1-1993, 7-1-1993; amd. 2003 Code; Ord. 2017-06-011, 6-15-2017; Ord. 2023-05-001, 5-4-2023)

The St. George City Code is current through Ordinance 2024-017, and legislation passed through March 21, 2024.

Disclaimer: The city recorder has the official version of the St. George City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

[City Website: www.sgcity.org](http://www.sgcity.org)

[City Telephone: \(435\) 627-4000](tel:(435)627-4000)

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ST. GEORGE CITY, UTAH
ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 7 CHAPTER 4 SECTION 1 OF THE ST.
GEORGE CITY CODE TO AMEND THE DEFINITION OF STREET TREES**

WHEREAS the City of St. George established a Shade Tree Board on or about July 1, 1993, to address the care and maintenance of the City’s urban forest with special attention given to shade trees along the City’s rights of way; and

WHEREAS, the City of St. George finds that there is a need to amend its City Code to clarify the definition of “Street Trees” in Title 7, Chapter 4, which currently states that it includes all trees on commercial property within ten (10) feet of the city right-of-way; and

WHEREAS, this amendment will meet the City’s intent of distinguishing residential property vs. non single-family residential property for purposes of clarifying the definition of “Street Trees”; and

WHEREAS, this amendment will clarify that for purposes of Title 7, Chapter 4, there are two broad categories of property in the City - residential and non single-family residential, and further distinctions in property types fall under one of these two broad categories; and

WHEREAS, the amended definition will eliminate the term “commercial” and replace it with “non single-family residential.”

WHEREAS, the Shade Tree Board recommends this amended definition.

NOW, THEREFORE, the City Council of the City of St. George, State of Utah, hereby modifies §§7-4-1 as follows and as indicated in the updated ordinance sections attached hereto as Exhibit A and incorporated by reference:

Section 1 Street Trees include all trees on non single-family residential property within ten (10) feet of the city right of way.

PASSED AND ADOPTED by the City Council of the City of St. George this 1st day of August, 2024.

SIGNATURES ON THE FOLLOWING PAGE

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

Alicia Carlton, Assistant City Attorney