

**Mayor**  
MICHAEL KOURIANOS

**City Attorney**  
ERIC JOHNSON

**City Recorder**  
JACI ADAMS

**City Treasurer**  
BILLIE HEILESEN

**Finance Director**  
LISA RICHENS



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## PRICE CITY COUNCIL

<b>City Council</b>	
JOE CHRISTMAN	
AMY KNOTT-JESPERSEN	
LAYNE MILLER	
TANNER RICHARDSON	
TERRY WILLIS	

## PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 05:00 PM on 08/13/2025. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

### 1. PLEDGE OF ALLEGIANCE

### 2. ROLL CALL

### 3. SAFETY SECONDS-Councilmember Willis

### 4. GENERAL BUSINESS/DISCUSSION

- a. SEPTEMBER SUICIDE PREVENTION AND AWARENESS MONTH PROCLAMATION. Consideration and possible approval for Mayor Kourianos to proclaim September as Suicide Prevention and Awareness Month in Price City. Amanda McIntosh, Suicide Prevention Liaison will be in attendance to discuss this agenda item.
- b. 2025 INTERNATIONAL DAYS UPDATE. Megan Marshall, Price City Event Coordinator will be in attendance to give an update on the 2025 International Days event that was recently held.
- c. PREFERRED ALTERNATIVE FOR UPPER PRICE RIVER WATERSHED ENVIRONMENTAL IMPACT STATEMENT (EIS) - Consideration and possible approval of "Consumer Wash Reservoir Alternative A Including Pressurized Irrigation System and In-Stream Flow" as the City's preferred alternative for the Upper Price River Watershed EIS
- d. JOINT HIGHWAY COMMITTEE PROJECT CHANGE OF SCOPE REQUEST. Consideration and possible approval of a request to the Joint Highway Committee to Change the Scope of the Canal Crossings Replacement Project to one crossing at Carbon Avenue instead of two due to current funding constraints. New Project Total will be \$958,505 including the City's portion of \$233,409 (24%).

### 5. CONSENT AGENDA

- a. MINUTES for 07-23-2025 City Council Workshop and City Council.

- b. INTERLOCAL COOPERATIVE AGREEMENT BETWEEN PRICE CITY POLICE DEPARTMENT AND UTAH STATE UNIVERSITY. Consideration and possible approval of an Interlocal Cooperative Agreement Between Price City Police Department and Utah State University.
- c. AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO FIRST RESPONDERS FIRST AND PRICE CITY PUBLIC SAFETY. Consideration and possible approval of an agreement between First Responders First and Price City Public Safety.
- d. THE BANCORP MASTER LEASE AGREEMENT FOR PRICE CITY POLICE DEPARTMENT VEHICLES. Consideration and possible approval for an Agreement Between The Bancorp Bank and Price City for Price City Police Department vehicles.
- e. GAS SERVICE LINE AGREEMENT - Consideration and possible approval of a service line agreement with Enbridge to provide gas service to the City's new Street Maintenance Shed.
- f. WILLIAMS/MOUNTAINWEST PIPELINE ENCROACHMENT REQUEST. Consideration and possible approval of a Pipeline Encroachment Request to construct a flood control ditch across the high pressure gas pipeline owned by MountainWest LLC located on Wood Hill Road.
- g. REMOTE ACCESS POLICY. Consideration and possible approval of the remote computer system access policy.
- h. PRICE RIVER WATER RESOURCES COMMITTEE MEMBER APPOINTMENT- Consideration and possible approval of the appointment of Tyler Clark as a member of the Price River Water Resources Committee to fill the current vacancy of Wellington Area Citizen.
- i. REQUEST FOR FEE WAIVER/HOPE SQUAD. Amanda McIntosh, Suicide Prevention Liaison/FCCBH is requesting fee waivers for use of the Price City Peace Gardens on September 10, 2025 for the annual Candlelight Vigil and September 13, 2025 for the Southeast Utah Hope Walk.
- j. VOCA GRANT AWARD. Acknowledgement of approved VOCA Grant Award to Price City Police Department Victims of Crime Act (VOCA).
- k. TRAVEL REQUESTS. Captain Brandon Ratcliffe and Colton Greener, Utah Narcotics Officer Association Conference, August 10-15, 2025, St. George, UT. Sergeant Kelly Maynes, CIT International Conference, Anaheim, CA, August 10-13, 2025.
- l. BUSINESS LICENSES. AKM Rentals LLC at 175 S 700 E for Allen and Kristen McCourt. Revive N Thrive at 248 S Hwy 55 for Tiffany Noyes & Ailese Curtis. Tagg N Go Express Car Wash at 222 S Hwy 55. Vintage Chandelier LLC at 79 W Main St for Jamie Wilstead. Summit All Phase Construction at 330 Madison Ave for Draper Powell. Homestead Landing Apartments, LLC at 1433 E Airport Rd.

## 6. PUBLIC COMMENTS

## 7. UNFINISHED BUSINESS

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact the City Recorders Office at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.

# Suicide Data: **Utah**



Suicide is a public health problem and leading cause of death in the United States. Suicide can also be prevented – more investment in suicide prevention, education, and research will prevent the untimely deaths of thousands of Americans each year. Unless otherwise noted, this fact sheet reports 2023 data from the CDC, the most current verified data available at time of publication (May 2025).

- **leading cause of death in Utah**

**2nd leading**

cause of death for ages 15-24

**2nd leading**

cause of death for ages 25-34

**2nd leading**

cause of death for ages 35-44

**4th leading**

cause of death for ages 45-54

**4th leading**

cause of death for ages 55-64

**18th leading**

cause of death for ages 65 and older

**46%** of communities did not have enough mental health providers to serve residents in 2023, according to federal guidelines.

Over **nine times** as many people died by suicide than in alcohol related motor vehicle accidents in 2021.

The total deaths to suicide reflected a total of **15,881 years** of potential life lost (YPLL) before age 65.

**85%** of firearm deaths were suicides.

**59%** of all suicides were by firearms.

## Suicide Death Rates

	Number of Deaths by Suicide	Rate per 100,000 Population	State Rank
Utah	<b>706</b>	<b>21.48</b>	<b>7</b>
Nationally	49,316	14.12	

See full list of citations at [afsp.org/statistics](https://afsp.org/statistics).

# ***Proclamation***

A PROCLAMATION BY THE MAYOR AND CITY COUNCIL OF PRICE CITY PROCLAIMING  
SEPTEMBER 2025 TO BE

## **SUICIDE PREVENTION AND AWARENESS MONTH**

**WHEREAS**, the state of Utah has consistently been in the top ten states for suicide deaths since 2012 (currently 7<sup>th</sup> in the nation versus 2024 reporting of 9th); and

**WHEREAS**, Carbon, Emery, and Grand Counties often lead the state of Utah in suicide deaths per capita; and

**WHEREAS**, people who lose a loved one to suicide are at a 30% higher risk of ending their lives to suicide as a learned coping mechanism and learned behaviors, and

**WHEREAS**, the risk of suicide can be reduced through awareness, training, proper educational resources, and treatment; and

**WHEREAS**, according to the American Foundation for Suicide Prevention's statistics, suicide is the **second** leading cause of death amongst Utahans ages 15-24 (no change,) the **second** leading cause of death amongst ages 25-34 (no change,) **second** for ages 35-44 (no change,) **fourth** for ages 45-54 (*fifth in 2024*), **fourth** for ages 55-64 (*ninth in 2024*), and **eighteenth** for ages 65 and older (no change since 2024,) and

**WHEREAS** suicide affects everyone, suicide is everyone's business, and suicide is one of the most preventable deaths that can be avoided by: 1. learning the warning signs of depression and suicidal ideation, 2. knowing how and when to ask about one's suicidal thoughts, 3. being aware of life-saving measures, and 4. familiarizing ourselves with the resources available locally such as Four Corners Community Behavioral Health, state-wide such as Live On Utah, and nationwide such as calling or texting 988 - the Suicide and Crisis Lifeline;

**NOW, THEREFORE**, I, Price City Mayor Michael Kourianos, on this 13th day of August 2025, do hereby proclaim September 2025 to be

## **SUICIDE PREVENTION AND AWARENESS MONTH**

in Price City and encourage all residents of Price City to recognize how serious suicide is and the steps each of us can take to protect those around us from this preventable tragedy; one with devastation generational and community-wide effects.

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Michael Kourianos, Mayor

ATTEST:

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Jaci Adams, City Recorder

## Annual Expected Benefits

	Change in Crop Income	Reduced Pump Power Costs	Conserved Irrigation Water	Conserved Conveyance Water	Reduced Canal & Ditch O&M	Reduced Irrigation Diversions O&M	Salinity Control	Total Ag Water Management Benefits
Alt 2A & 3A Garley Dam	\$9,449	\$0	\$0	\$0	\$0	\$600	\$0	\$10,049
Alt 2B & 3B Price-Wellington Pipeline	\$1,728,959	\$194,850	\$4,800	\$1,043,250	\$0	\$0	\$1,245,216	\$4,217,075
Alt 2C & 3C Carbon Canal Pipeline	\$949,607	\$119,250	\$7,200	\$2,321,670	\$0	\$0	\$2,233,410	\$5,631,137
Alt 4A & 5A Consumers Dam	\$9,449	\$0	\$0	\$0	\$0	\$600	\$0	\$10,049
Alt 4B & 5B Price-Wellington Pipeline	\$1,728,959	\$194,850	\$4,800	\$1,043,250	\$0	\$600	\$1,245,216	\$4,217,675
Alt 4C & 5C Carbon Canal Pipeline	\$949,607	\$119,250	\$7,200	\$2,321,670	\$0	\$600	\$2,233,410	\$5,631,737



# Economics – Flood Control

## Annual Expected Benefits



Alternative	Structures, Contents & Vehicles	Roads/Bridges /Culverts	Crops	Sediment Deposition	Total Flood Protection Benefits
Alt 2A & 3A Garley Dam	\$2,103	\$257,305	\$53	N/A	\$259,461
Alt 4A & 5A Consumers Dam	\$2,103	\$258,407	\$54	N/A	\$260,564

# Economics - Annual Cost Summary

Works of Improvement	Amortization of Installation Cost	Operation, Maintenance and Replacement Cost	Other Direct Costs	Total
Alternative 2	\$11,502,000	\$2,119,845	\$0	\$13,621,845
Alternative 3	\$11,502,000	\$2,119,845	\$0	\$13,621,845
Alternative 4	\$9,512,900	\$1,990,770	\$0	\$11,493,670
Alternative 5	\$9,502,900	\$1,990,770	\$0	\$11,493,670
Alternative 6 Recreation Garley Reservoir	\$13,100	\$49,993	\$0	\$63,093
Alternative 6 Recreation Consumers Reservoir	\$688,700	\$599,617	\$0	\$1,288,317
Alternative 5/6	\$10,191,600	\$2,590,387	\$0	\$12,781,987

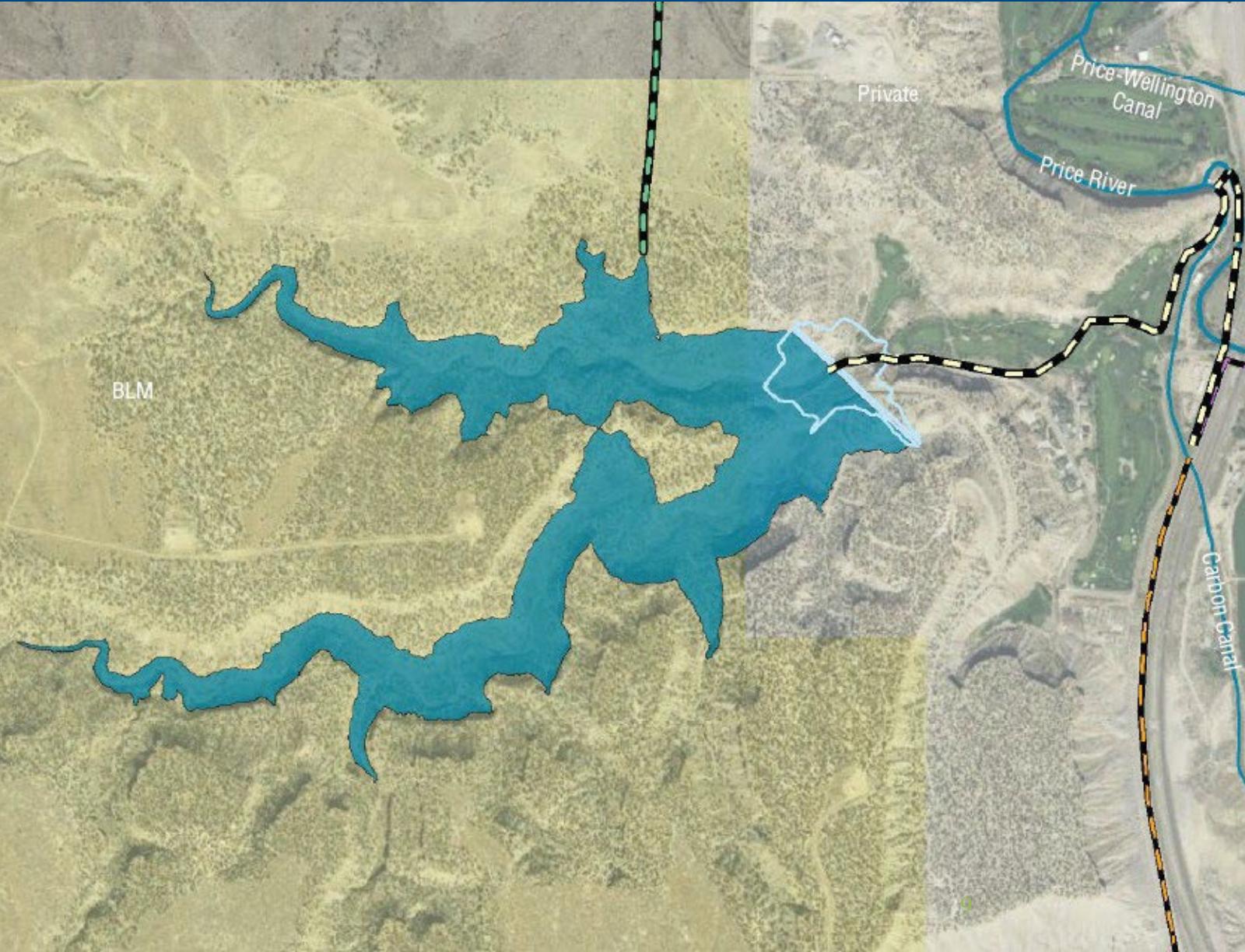
# Economics – B/C Ratio

Alternative	Average Annual Benefits	Average Annual Cost	Net Benefits	Benefit/Cost Ratio
Alternative 2	\$101,117,722	\$13,621,845	-\$3,150,471,233	0.74
Alternative 3	\$101,117,722	\$13,621,845	-\$3,150,471,233	0.74
Alternative 3 & 6	\$101,184,695	\$13,649,384	-\$3,150,424.33	0.74
Alternative 4	\$101,120,025	\$11,493,670	-\$1,373,334.65	0.88
Alternative 5	\$101,120,025	\$11,493,670	-\$1,373,334.65	0.88
Alternative 5 & 6	\$12,977,544	\$12,781,187	\$195,557	1.02



## Alternative 2 - Garley Canyon Reservoir, Pressurized Irrigation System

## Alternative 3 - Garley Canyon Reservoir, Pressurized Irrigation System, In-stream Flow



Diversion	\$1,460,756
Transmission Line	\$89,065,633
Dam/Reservoir	\$85,135,267
Gay Ditch	\$698,848
Price-Wellington	\$33,749,000
Carbon Canal	\$73,417,574
Flood Control	\$302,063
Recreation	\$302,717
Total	\$284,131,858
NRCS	\$217,419,747
Other	\$66,712,109

## Alternative 4 - Consumers Wash Reservoir A, Pressurized Irrigation System

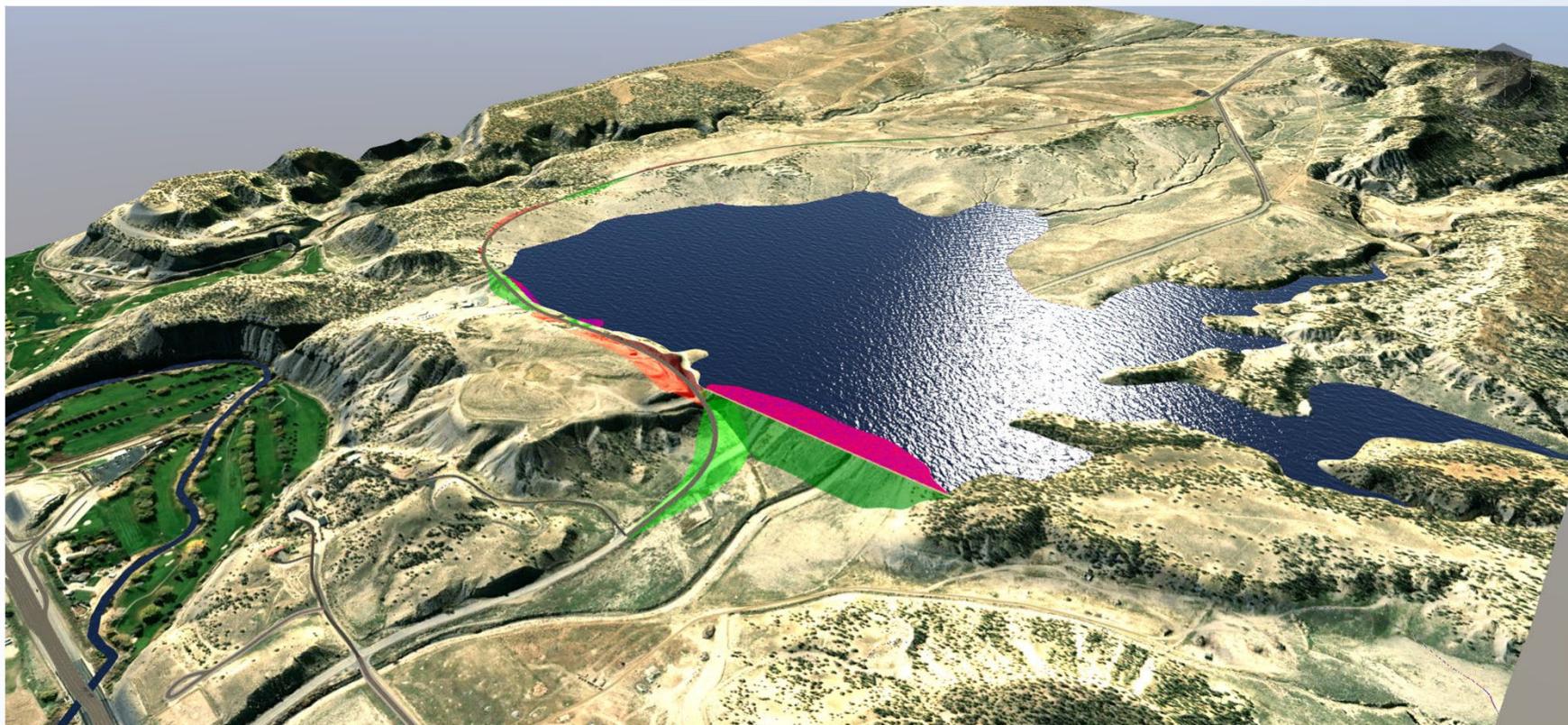
## Alternative 5 - Consumers Wash Reservoir A, Pressurized Irrigation System, In-stream Flow



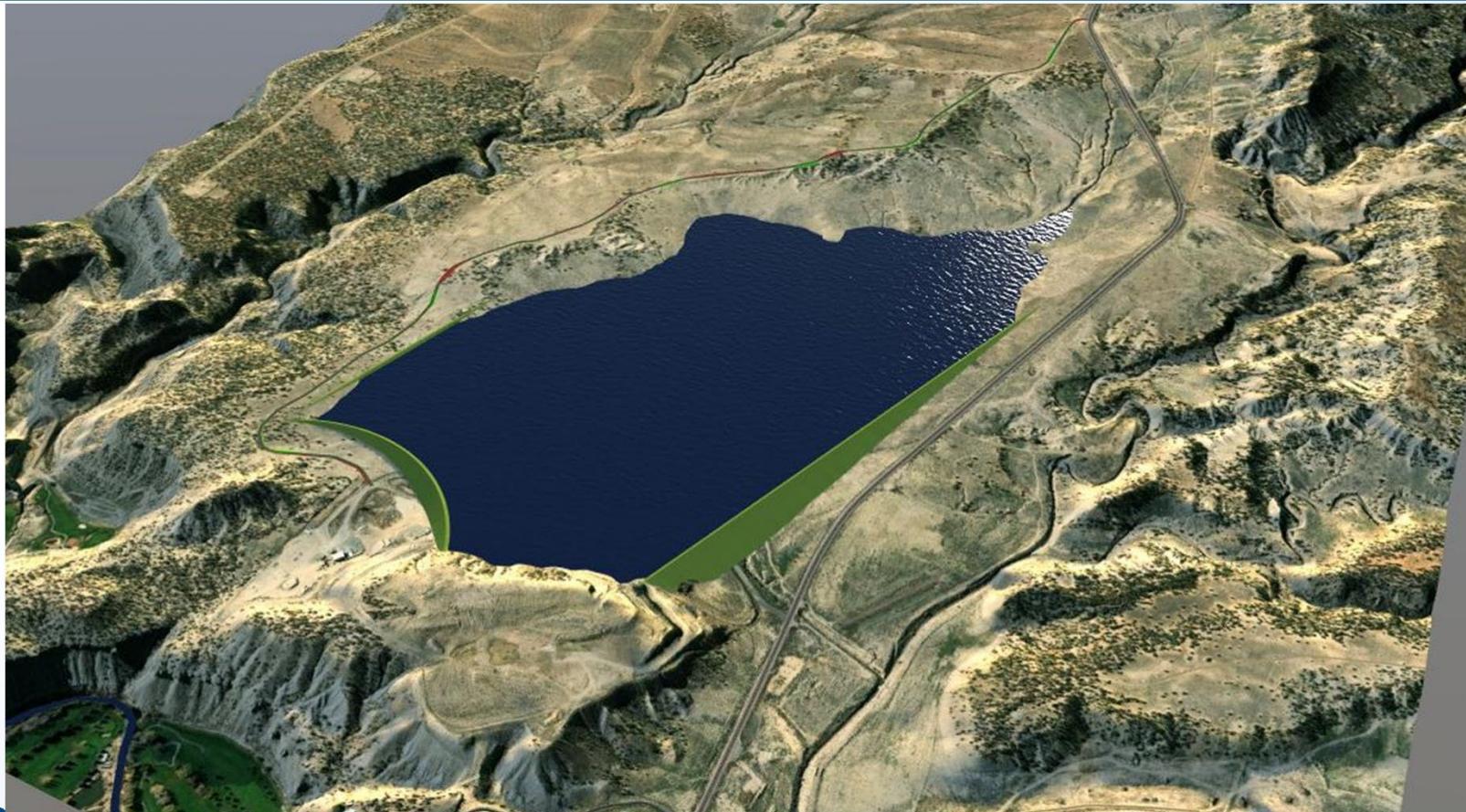
Diversion	\$1,460,756
Transmission Line	\$53,234,708
Dam/Reservoir	\$52,876,731
Gay Ditch	\$698,848
Price-Wellington	\$38,656,518
Carbon Canal	\$82,670,987
Flood Control	\$302,063
Recreation	\$15,984,250
<b>Total</b>	<b>\$245,884,860</b>

NRCS	\$183,406,251
Other	\$62,478,609

# Rendering (Consumers Wash A)



# Rendering (Consumers Wash C)



JOINT HIGHWAY COMMITTEE PROJECT CHANGE OF SCOPE...

**Public Works Director**  
MILES NELSON  
**Deputy Public Works Director**  
JUSTIN ORTH  
**Parks & Cemeteries Manager**  
ROBBY MATKIN  
**Pool & Facilities Manager**  
TAMARA GRAY  
**Streets & Fleet Supervisor**  
CHARLIE WESTBROOK  
**Wtr Treatment Plant Supervisor**  
RON BREWER

**Wtr/Swr Maintenance Supervisor**  
BILL WARDLE

**Mayor**  
MICHAEL KOURIANOS  
**City Council**  
JOE CHRISTMAN  
AMY KNOTT-JESPERSEN  
LAYNE MILLER  
TANNER RICHARDSON  
TERRY WILLIS

Price Utah

**DEPARTMENT OF PUBLIC WORKS**

432 WEST 600 SOUTH P.O. BOX 893, PRICE, UTAH 84501  
(435) 637-5010 [www.priceutah.net](http://www.priceutah.net)

Joint Highway Committee  
C/O Chris Potter  
Utah Department of Transportation  
4501 S 2700W  
Taylorsville, UT 84129

August 13, 2025

RE: Scope and Budget Change Request  
Price Canal Box Culvert Replacement Project  
Project # S-1344(1)

Dear Committee,

Price City (City) is requesting a change of scope for its Price Canal Box Culvert Replacement Project. Due to circumstances beyond Price City's control, the remaining project funds from the original budget authorized by the Joint Highway Committee are insufficient to complete the project. The requested scope change is to utilize the remaining project funds to replace one canal crossing instead of two as originally proposed. The location selected to be replaced, Carbon Avenue, is in the worst condition of the two crossings. The City is proposing to provide additional matching funds of \$180,755 to the remaining budget balance of \$732,745. This would result in a total available construction budget of \$913,500, which equals the new engineer's estimate. With this change, the new project total, including the engineering design funds already expended, will be \$958,505. The City's new total match amount will be \$233,409 or 24.35% of the total budget.

How did we get here?

Price City's Canal Box Culvert Replacement Project was approved for Program Year 2023 by the Joint Highway Committee in March 2021, and was later approved by the Transportation Commission. The total project funding approved was \$915,000, which included \$853,004.50 of federal funds and \$61,995.50 of local match. In February 2022, The City requested an exchange of the federal aid for state funding. Six months later in August 2022, having heard nothing back from UDOT, we asked the project engineering consultant to check on the status of the exchange request. They were told that it appeared that the request had been approved but there was some question if the project qualified for the exchange.

No other correspondence occurred between the City or its consultant and UDOT until July 2023 when we contacted Chris Potter to ask him if there was an agreement the City should have received by now as we were nearing completion of the design phase of the project. He explained that the City should

have received an exchange agreement from UDOT to sign for the project, and that he would look into it. Shortly thereafter in August 2023, we were contacted by a project manager, contracted by UDOT, who explained that our project had somehow slipped through the cracks when our previously assigned project manager left UDOT. Within a few days he sent us an exchange agreement to be signed by the City and later by UDOT

The exchange rate of 85% for state funding reduced the project funding total to \$777,750 which included a new local match of \$52,654. In October 2023 when the 90% design was completed we were provided with a new construction estimate of \$1,442,551. When we asked why there was such a discrepancy between the original project estimate and the new estimate, we were told that the original estimate was based on pre-COVID prices. At the time of the new estimate, our remaining construction budget after having paid all engineering design costs was at \$732,745.

Once we knew we had a shortfall of nearly \$710,000, the City considered various options it might have to be able to obtain additional funding. We discussed the possibility of requesting additional funding from the JHC with Chris Potter. However, he explained that the Small Urban Roads Program was already overprogrammed for the next 2-3 years. Other sources such as CIB or other loans were problematic as the City was anticipating taking on a significant of debt, potentially up to \$60 million to address critical water infrastructure needs. These major projects include a complete water treatment plant upgrade and a transmission line replacement. Without a viable option to fund the entire culvert replacement project, the City has been unable to move forward with the construction phase.

We now believe at this point that the best option to move the project forward is to replace one culvert with the remaining funds available. Although it is the most expensive of the two, the Carbon Avenue crossing poses the greatest safety risk. The engineering consultant has updated the estimate for completing just the culvert on Carbon Avenue. The total estimated cost including 15% contingency and construction engineering services is \$913,500. A copy of the estimate is attached.

We respectfully request your consideration of this change of scope for Price City's project.

Sincerely,

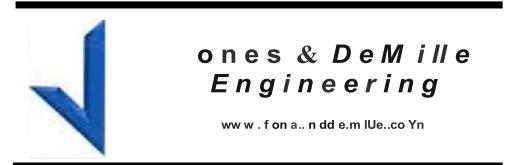
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Michael Kourianos, Mayor

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Miles Nelson, Public Works Director

Price City  
 Carbon Ave, 400 North Box Culvert  
 August 6, 2025  
 By: Hunter Cornelius



**PRELIMINARY OPINION OF PROBABLE COST**

	ITEM	QUANTITY	UNIT	UNIT PRICE	COST
1	Mobilization	1	L.S.	\$ 50,000.00	\$ 50,000.00
2	Traffic Control	1	L.S.	\$ 40,000.00	\$ 40,000.00
3	Remove Existing Box Culvert	1	L.S.	\$ 25,000.00	\$ 25,000.00
4	Remove Steel Walkway	2	EACH	\$ 2,000.00	\$ 4,000.00
5	Remove and Relocate Light	1	L.S.	\$ 2,000.00	\$ 2,000.00
6	Remove Chain Link Fence	200	L.F.	\$ 7.00	\$ 1,400.00
7	Remove Concrete Wall	2	EACH	\$ 1,000.00	\$ 2,000.00
8	Remove Existing Sidewalk, Curb and Gutter	100	S.Y.	\$ 25.00	\$ 2,500.00
9	Remove Irrigation Headgate	2	EACH	\$ 1,000.00	\$ 2,000.00
10	Remove Pipe Culvert	60	L.F.	\$ 100.00	\$ 6,000.00
11	Precast Box Culvert	1	L.S.	\$ 204,000.00	\$ 204,000.00
12	8" Storm Drainage	5	L.F.	\$ 60.00	\$ 300.00
13	8" Irrigation Pipe	240	L.F.	\$ 60.00	\$ 14,400.00
14	Sidewalk Railing	82	L.F.	\$ 200.00	\$ 16,400.00
15	Concrete Sidewalk	140	S.Y.	\$ 85.00	\$ 11,900.00
16	Curb & Gutter	150	L.F.	\$ 35.00	\$ 5,250.00
17	Granular Borrow	3480	C.Y.	\$ 30.00	\$ 104,400.00
18	Import Ripprap (D50 = 12")	200	C.Y.	\$ 75.00	\$ 15,000.00
19	Gutter Inlet	1	EACH	\$ 3,500.00	\$ 3,500.00
20	6' Chain Link Fence with Barbed Wire	150	L.F.	\$ 35.00	\$ 5,250.00
21	Irrigation Headgate	2	EACH	\$ 5,000.00	\$ 10,000.00
22	Pulverize Asphalt Pavement	3500	S.F.	\$ 3.00	\$ 10,500.00
23	Storm Drain Repair	1	L.S.	\$ 7,000.00	\$ 7,000.00
24	Untreated Base Course	1580	C.Y.	\$ 70.00	\$ 110,600.00
25	Hot Mix Asphalt - 1/2 inch	50	TON	\$ 200.00	\$ 10,000.00
26	Pavement Markings	2	GAL	\$ 100.00	\$ 200.00
27	Concrete Pavement	185	S.Y.	\$ 350.00	\$ 64,750.00
<b>TOTAL PROBABLE CONSTRUCTION COST (15% Contingency)</b>					<b>\$ 838,000.00</b>
	<b>Professional Services</b>				
1	Material Testing & Construction Engineering	1	LUMP	\$ 63,500.00	\$ 63,500.00
2	Construction Staking, Survey	1	LUMP	\$ 12,000.00	\$ 12,000.00
<b>TOTAL PROBABLE PROJECT COST</b>					<b>\$ 913,500.00</b>

In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.

# MINUTES

Minutes of the Price City Council Workshop  
Conference Room 106  
July 23, 2025 – 4:00 p.m.

Present:

Mayor Kourianos

Councilmembers:

Councilmember Knott-Jespersen

Councilmember Miller

Councilmember Richardson

Councilmember Willis

Excused: Councilmember Christman

Present: See Public Meeting Sign-In Sheet

Items discussed:

1. Safety Seconds/Councilmember Richardson/Reminded everyone that International Days will be very busy with lots of traffic, watch for cars at crosswalks, watch for pedestrians, stay hydrated.
2. Mayor's report: Wayfinding Sign bid opening

Mayor Kourianos asked City Recorder, Jaci Adams to open the sealed bids for the wayfinding signs. The following is the bid opening tabulation:

<u>Bid Schedule</u>	<u>Sign Edge</u>	<u>INO Laser</u>
1, Fabrication	\$667.00 per, \$11,339	\$650.00 per, \$11,050
2, Sign Panels	\$234.00 per, \$3,978	\$333.00 per, \$5,561
3, Installation	\$33.00 per, \$5,627	No Bid
4, Engineering	\$600.00 Lump	No Bid
Total Sum Schedule 1 &2	\$15,317.00	\$16,711.00
Total Sum	\$21,544.00	\$16,711.00

Mayor Kourianos gave update on Reservoir project moving towards positive direction, Kathy Hanna Smith would like to donate \$1,000 towards a competition with households/homes cleaning up and submitting before and after pictures, and possibly have some other in-kind donations or services. Met with Pickleball representative regarding the project.

3. Councilmember report: Knott-Jespersen/would like to enhance Price entrances with low maintenance plants/“Welcome to Price” sign on Hwy 10 will be installed Saturday.
4. Councilmember report: Miller/Large crowd over 500 people attended Culture Connection concert on July 10, 2025 which was “Fleetwood Visions”. Lots of entertainment scheduled for International Days.
5. Councilmember report: Richardson/Drone show design has been finalized. 30 people have signed up for the “Legends After Dark” 3-on-3 basketball tournament and 22 people are signed up for the pickleball tournament.

6. Councilmember report: Willis/Met with USU Eastern regarding wayfinding signs funding and other projects, such as, replacing the lights on 100 North with UDOT pledging to pay  $\frac{1}{2}$  of the cost of entire project, Price City and USUE would split the other  $\frac{1}{2}$  of the cost.

Adjourned: 4:46 p.m.

APPROVED:

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Michael Kourianos, Mayor

ATTEST:

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Jaci Adams, City Recorder

DRAFT

Minutes of the City Council Meeting  
City Hall  
Price, Utah  
July 23, 2025

Present:

Mayor Kourianos

Jaci Adams, City Recorder

Councilmembers:

Nick Tatton, Administrative Director

Joe Christman

Miles Nelson, Public Works Director

Amy Knott-Jespersen

Brandon Sicilia, Chief of Police

Layne Miller

Eric Johnson, City Attorney

Tanner Richardson

Terry Willis

Excused:

Staff/Others: See Public Meeting Sign-In Sheet

**1. PLEDGE OF ALLEGIANCE**

Mayor Kourianos called the regular meeting to order at 5:00 p.m. Jimmy Darter, Living Hope Church offered a word. Mayor Kourianos led the Pledge of Allegiance.

**2. ROLL CALL**

Roll was called with the above Councilmembers and staff in attendance.

**3. SAFETY SECONDS**

Councilmember Richardson reminded everyone that with International Days beginning this week, pay attention to pedestrians in the crosswalks and crossing the streets. Also stay hydrated while in the heat.

**4. GENERAL BUSINESS/DISCUSSION**

**a. PROJECT 10C-2025 AUDIO EQUIPMENT.** Consideration and possible approval of the purchase of audio equipment from the successful low bidder, Sweetwater Music Instruments & Pro Audio, for \$8,286.42 (sole bidder). Funding sources for the purchase include a donation from Intermountain Electronics and a grant from the Governor's Office of Economic Opportunity (50/50).

Councilmember Miller explained the purchase and the need for the new audio equipment. The equipment that is being used now is old. The equipment is newer, more modern and easier to use.

**MOTION.**

Councilmember Miller motioned to approve the purchase of audio equipment from Sweetwater Music Instruments & Pro Audio, for \$8,286.42. Councilmember Knott-Jespersen seconded and motion carried.

## 5. CONSENT AGENDA

Mayor Kourianos asked for a motion for a separate discussion on consent agenda item 5.e., Wayfinding Sign bid acceptance.

### **MOTION.**

Councilmember Willis moved for consent agenda item 5.e., Wayfinding Sign bid acceptance to be discussed separately as general business. Richardson seconded and motion carried.

Mayor Kourianos announced that two bids were received for the Wayfinding Signs. After discussion regarding the two bids, Mayor Kourianos asked for a motion to award the bid.

### **MOTION.**

Councilmember Knott-Jespersen moved to award the bid for the Wayfinding Signs to Sign Edge for the amount of 21,544.00. Councilmember Willis seconded and motion carried.

### **MOTION.**

Councilmember Miller moved to approve consent agenda items a., b., c., d., f., and g. with the exception of e. being discussed as general business. Councilmember Richardson seconded and motion carried.

- a. MINUTES for 07-09-2025 City Council Workshop and City Council.
- b. CAREER LADDER. Consideration and possible approval of a career ladder promotion for Chance Lee from Operator II, Grade 9 to Operator III, Grade 10.
- c. CAREER LADDER PROMOTIONS. Consideration and possible approval of career ladders for Tina Rowley from Grade 11 Library Coordinator II to Grade 12 Library Coordinator III and Tawnya Kulow from Grade 11 Library Coordinator II to Grade 12 Library Coordinator III.
- d. TRAINING APPROVAL. Cameron Sartori and Brandon Rigby, Warrants & Affidavits Writing Training, November 17-18, 2025, Sandy, UT.
- e. WAYFINDING SIGN BID ACCEPTANCE. Consideration and possible approval of bid(s) for seventeen (17) wayfinding signs and installation.
- f. FEE WAIVER REQUEST. Consideration and possible approval to waive fees for use of the Price City Auditorium by Wendy Grant, Ambassadors for Hope Childrens Choir for choir practice for the year 2025/2026 beginning in August.
- g. BUSINESS LICENSES. Stump Muncher at 550 E 400 S for Benjamin Dawe. Harward Farms SweetCorn, Inc. at 600 E Main. Haven Massage at 790 N Cedar Hills Dr for Alyssa Sorensen.

## 6. PUBLIC COMMENTS.

Mayor Kourianos turned the time over to Eric Johnson, Price City Attorney to make a statement regarding land use regulations and the city budget. Johnson also explained that there are two options to increase pay for a department, one is to raise taxes or take money from another department. After Johnson was done, Mayor Kourianos told the public that due to the large number of citizens in attendance to speak, there would be a time limit of two minutes and refrain from repeating the same

issue that has already been addressed. Brittnie Castro, Price City resident had concerns regarding a crosswalk near Mont Harmon Jr. High School and the safety of children and adults when crossing the street. Bret Cammans, Price City resident made a proposal asking to form a citizens committee and hire an outside agency to do a salary review and efficiency audit. Pamela Underwood, Price City resident had concerns with the new Maverick. She commended Nick Tatton, Administrative Director for helping her with concerns and issues that she has had. Ms. Underwood still has concerns with noise issues from vehicles with loud mufflers and music, vehicles left idling, the loud noise from the dumpster being emptied, the RV dump smell, overnight parking and ended with concerns of the conduct of city officials. Wayne Jackson, Price City resident suggested putting microphones in the Council Chambers and one at the podium. Mr. Jackson also asked why Price City has no bike lanes, Mayor Kourianos stated that the city does have them and Mr. Jackson replied that he has not seen signs indicating that. Richard Root, Price City resident had concerns with speeding cars.

#### 7. UNFINISHED BUSINESS

No unfinished business was discussed or reported.

Mayor Kourianos asked for a motion to close the regular City Council meeting.

Councilmember Miller moved to closed the regular City Council meeting. Councilmember Richardson seconded and motion carried.

The regular City Council meeting was adjourned at 5:28 p.m.

APPROVED:

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Michael Kourianos, Mayor

ATTEST:

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Jaci Adams, City Recorder

## **INTERLOCAL COOPERATIVE AGREEMENT BETWEEN PRICE CITY POLICE DEPARTMENT AND UTAH STATE UNIVERSITY**

THIS COOPERATIVE AGREEMENT (the ..Agreement") is dated as of the last dated signature bdown ("Effective Date") and is b tween PRICE CITY POLICE DEPARTMENT ("PCPD"). UTAH STATE UNIVERSITY ("USU" or "LISUPD") policing and criminal justice agencies (collectively referred to as the "Parties" or "Policing Agencies") located in Carbon and Cache Counties, Utah. to coordinatt: d"forts and promolt: l!ft"t:ctive communication between tht: Parties in order to better ensure the safety of the surrounding communities to the USU Price campus. reduce the occurrence of crime. assist and support victims of Sexual Violence, Relationship Violence. and/or other crimes. effectively respond to reports of sexual violence and/or other crimes, and to comply with federal and state reporting statutes.

### **RECITALS**

WHEREAS, the Utah Interlocal Cooperation Act as found in Utah Code Ann. § 11-13-101 *et seq.*, sets forth the mechanism for entering into cooperative agreements with other governmental agencies as contemplated by Utah Code Ann. 53B-18-202; and

WHEREAS, each Party has trained personnel equipped to respond to or prosecute crimes, and corresponding records concerning those crimes; and

WHEREAS, the Parties intend by this Agreement to commit to assist each other by sending sharing their records when requested and possible, subject to the applicable state and federal laws; and

WHEREAS, the Parties intend to coordinate efforts and promote effective communication between the Parties in order to better ensure the coordination of the safety of the surrounding communities, reduce the occurrence of crime, assist and support victims of Sexual and Relationship Violence and/or other crimes, effective respond to reports of Sexual and Relationship Violence and/or other crimes, and to comply with federal and state reporting statutes; and

WHEREAS, nothing within this Agreement binds or requires PCPD to reporting requirements for the Clery Act or Title IX regulatory mandates relating to USU; and

WHEREAS, nothing in this Agreement is intended to replace, amend, or tenninate any existing interlocal agreement between any of the Parties relating to cooperating or joint services.

### **AGREEMENT**

**NOW**, THEREFORE, based upon the mutual conditions contained herein, the Parties do hereby agree as follows:

#### **1. Parties' Points of Contact**

- *Price City Police Department:*

POC : Chief Brandon Sicilia  
Address : 910 N. 700 E.  
Price, Utah 84501  
Phone: (435)-636-3001  
Email: brandons@price.utah.net

- *Utah State University Police Department:*

POC: Chief Jason Brei and Executive Director Ellis Bruch  
Address: 5800 Old Main Hill  
Logan, Utah 84322-5800  
Phone: (435)-797-1939  
Email: jason.brei@usu.edu; ellis.bruch@usu.edu

## 2. Definitions

As used in this Agreement:

A. **"Campus Security Authority"** means an individual, who by virtue of their university responsibilities and under the Clery Act, who has a significant responsibility for student and campus activities, campus security responsibilities, and other responsibilities as outlined within Utah State University Policy 533. Specifically, the Campus Security Authority must report to Utah State University, and may include, but is not limited to: housing and residence life staff, campus security, university police, student affairs staff, faculty advisors to student clubs, and athletic coaches.

B. **"Clery Act"** means the federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act.

C. **"Clery Geography"** means the Clery Act designated geography that USU is required to report Sexual and Relationship Violence and Covered Crime statistics for the following areas:

- buildings and property that are part of USU's campus;
- USU's non-campus buildings and property; and
- public property within or immediately adjacent to and accessible from USU's campus.

D. **"Covered Crime"** means a crime required to be reported under the federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. These crimes include: murder, manslaughter, sex offenses (rape, fondling, incest, and statutory rape), robbery, aggravated assault, burglary, motor vehicle theft, arson, dating violence, domestic violence, stalking, liquor law violations, unlawful weapons possession, drug abuse violations, and hate crimes, pursuant to 20 U.S.C. § 1092(f)(1)(F).

E. **"Sexual Violence"** and **"Relationship Violence"** means any crime that related to a (1) sex offense (rape, fondling, incest, and statutory rape), dating violence, and sex-based stalking; and (2) any other unwelcome sex-based conduct. Sexual Violence and Relationship Violence and sexual assault (sexual act(s) or attempted sexual act(s) directed against another person

without their consent, including instances when: the person is incapable of giving consent because of their age or because of a mental or physical incapacity).

### 3. Summary of Federal Laws Governing Utah State University

A. **Clergy Act:** the federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, also known as the Clery Act, requires all colleges and universities to disclose crimes *that* have occurred on their campus to the federal government. Failure to accurately report campus crimes results in heavy censures and fines.

The Clery Act requires universities to publicly report Covered Crimes in a daily crime log and annual security report when:

- the Covered Crime is reported to university police, local police, or a campus security authority;
- the Covered Crime occurs within USU's Clery Geography; and
- the officer or campus security authority believe the report was made in good faith (not hearsay or rumor).

Additionally, the Clery Act requires USU to record or publish Covered Crimes according to federal standards, terms, and definitions. As a result, some crime titles may not correlate with State of Utah standards and have been defined herein.

Lastly, the Clery Act requires USU to issue warnings (**"Timely Warnings"**) in response to reports of Covered Crimes if USU's Director of Public Safety determines the reported conduct represents a serious or continuing threat to students or employees. Consistent with the Clery Act, USU is also required to issue emergency notifications (**"Emergency Notifications"**) to the campus community in response to significant emergencies or dangerous situations involving immediate threats to the health or safety of students or employees. USU is the sole entity that will determine whether a Timely Warning or Emergency Notification will be issued. However, Timely Warnings and Emergency Notifications are not required to identify the claimant, respondent, or all investigative information. USU will contact the Party investigating the incident to coordinate when and what will be contained within the required Timely Warnings and Emergency Notifications.

8. **Family Educational Rights and Privacy Act:** The Family Educational Rights and Privacy Act of 1974 (**"FERPA"**), prohibits Utah State University from releasing certain personally identifiable information from a student's educational record to a third party (e.g., parent, spouse, etc.) without the student's explicit consent.

Generally, USU may disclose personally identifiable information from students' education records to outside parties, including law enforcement, only if the student has provided prior written consent. However, "records of law enforcement unit of an educational agency or institution" are not included within the meaning of "education record." See 34 C.F.R. § 99.31. As a result, a document (1) created by a law enforcement unit of an educational institution, (2) created for a law enforcement purpose, and (3) maintained by the law enforcement unit is considered a law enforcement unit record and subject to the Utah Government Records Access and Management Act (**"GRAMA"**). However, educational records that are in the possession of

the law enforcement unit do not lose their status as a private and /or protected records. and are continued to be protected under FERPA .

Additionally. "directory information .. can be non-consensually disclosed to law enforcement agencies. so long as the student has not opted out in writing stating that directory information cannot be disclosed. The following is considered releasable information/directory information at USU:

- Name
- User ID (A-Number)
- Electronic Mail Address
- Telephone Number
- Most Recent Institution Attended
- Residency Status
- Degrees & Awards Received
- Academic Level
- Major Field of Study
- Department and/or College
- Enrollment Status (Undergraduate or Graduate, Full-time or Part-time)
- Participation in Official Activities/Sports
- Dates of Attendance & Graduation
- Weight/Height of Members of Athletic Teams
- Photographs

Furthermore, when an articulable and significant threat exists, USU is permitted to disclose personally identifiable information from education records to appropriate parties, including law enforcement, in order to protect the health and safety of students or other individuals. Lastly, FERPA allows USU to disclose personally identifiable information from education records in order to comply with a judicial order or a lawfully issued subpoena .

C. Title IX of the Education Amendments of 1972: Title IX of the Education Amendments of 1972 (**"Title IX"**), protects individuals from discrimination based on sex in education programs or activities that receive federal financial assistance. Utah State University receives federal financial assistance, and, as such, must comply with Title IX requirements in all university programs and activities, including without limitation, student recruitment, admissions, educational programs, research, housing, counseling, financial assistance, employment assistance, health and insurance benefits, health services, and employment.

Utah State University's Office of Equity ("OOE") is responsible for implementing and enforcing the University's nondiscrimination policies and procedures and incorporating nondiscrimination concepts and actions into everyday operations and activities at USU . USU designated the OOE to ensure USU's compliance with state and federal law, including Title IX, and USU policies related to Sexual Violence, Relationship Violence, discrimination, equal opportunity, and affirmative action . The OOE is required to investigate reports of violence and discrimination made to its office . Each investigation and adjudication process is individualized, but there are two essential types of cases: (1) Sexual and Relationship Violence cases; and (2) discrimination based on a protected characteristic. When a report is filed with the OOE, the report is assessed to

detenninl.! whl.!ther or not the conduct as allcgl.!d may violatl.! USC's nondiscrimination policies. Both the claimant (person who experienced the alleged misconduct) and the respondent (the person accused of the alleged misconduct) are interviewed for information regarding the complaint. When available, documentary evidence is reviewed, and witnesses are interviewed as well. At the conclusion of the investigation, the investigator creates a report summarizing all relevant evidence. A hearing is then scheduled before a panel, and the panel will make a decision on whether or not a violation has occurred. If it determined that a violation has occurred, the sanctioning authority will determine if any sanctions should be imposed against the respondent, and the Title IX Coordinator will determine if any remedies are required for the claimant. The claimant or the respondent may appeal the decision of the hearing panel, but otherwise the panel's decision is final.

#### **4. Jurisdictional and Investigatory Responsibilities for the Parties**

**A. Jurisdiction and Maps:** The Parties will endeavor to develop and communicate clear jurisdictional boundaries and responsibilities, to the extent such are not currently in place. That being said, the Parties have agreed and entered into the Emergency Mutual Aid Interlocal Cooperation Agreement, and agree to follow the jurisdiction and responsibilities therein. To the extent helpful, the Parties endeavor to agree to share patrol and sector maps that describe and delineate with specificity each Party's jurisdictional boundaries. The Parties agree to share updated copies of each jurisdictional maps and any jurisdictional boundary changes.

**B. General Information:** Where USUPD acts as first responder to or exercises investigatory responsibility over an off-campus incident, USUPD will endeavor to report or share relevant information consistent with this Agreement to PCPD, where doing so is requested by the claimant and/or allowed under relevant state and federal law.

Where PCPD acts as first responder to or exercises investigatory responsibility over an incident, is made aware that it involves a USU student or employee, and has the victim's consent, PCPD agrees it will endeavor to report or share relevant information with USU consistent with this Agreement, where doing so is requested and/or allowed under relevant state and federal law.

If an incident occurs that involves the Parties, supervisors from each Party will confer and decide who will have the primary responsibility for investigating and reporting the incident. The Parties will refer and adhere to the terms of the Emergency Mutual Aid Interlocal Cooperation Agreement where the Emergency Mutual Aid Interlocal Cooperation Agreement governs.

**C. First Response Responsibilities:** The Parties recognize that a Party that does not have operational responsibility of a Covered Crime may be the first Party responding to a crime or report of a crime. The Parties endeavor to agree to respond consistent with best law enforcement practices and follow the Emergency Mutual Aid Interlocal Cooperation Agreement, which includes ensuring appropriate treatment of victims and witnesses of the crime, following best practices regarding preservation of evidence, coordination with the Parties to maintain chain of custody, assisting victims of sexual assault to obtain a forensic sexual assault examination, and further ensuring compliance with the procedures described in this Agreement.

D. Neutr ality: Each Party exercising investigatory responsibility will invcstigat\.! th\.! incident in a neutral manner and will employ no preference to any individual based on the individual's status or association definition \Within a particular group or entity.

## 5. Reporting and Information Sharing

The Parties agree to the procedures rt!garding sharing info111ation as outl1nt!d bdow. In sharing such records or reports. the Partit!s will comply with the confidentiality described in Section 6.

A. Collection of Data for State and Fedt!ral Purposes: Pursuant to the Utah Codt!, law enforcement agencies are required to collect certain data and make annual reports to the appropriate commission or board. To enable a reporting Party to meet its obligation. the Parties endeavor to agree to, upon an appropriate request under local or federal laws, to provide any of the requisite data needed to help the reporting Party.

Similarly. pursuant to the Clery Act, USU is required to collect and report aggregate data concerning incidents of Covered Crimes reported that occur within specified jurisdictional areas. To enable USU to meet its reporting obligation, PCPD endeavors to agree to provide to USU the requisite data disclosing the number of each Covered Crime reported within the Policing Agencies' jurisdictions when requested by USU, which will be at minimum on an annual basis.

B. Emergency and Public Warnings: If a Party is required to issue public warnings or emergency notifications, the Parties agree to endeavor to coordinate information sharing described in this Agreement, and otherwise endeavor to share where the Parties have information relevant to the health or safety of the public in the other Party's jurisdiction unless such update will, in the investigating Party's reasonable discretion, materially interfere with the Party's investigation.

To facilitate the issuance of Timely Warnings, Emergency Notifications, and other warnings or notifications, the Parties endeavor to agree to coordinate information sharing described in this Agreement and upon appropriate request, and otherwise where the Parties have information relevant to the health and safety of a Party's jurisdiction. The Parties acknowledge that a Party need not obtain the approval of another or outside law enforcement agency to issue any warnings or notifications. However, the Parties agree that they will endeavor to inform any involved Parties exercising jurisdiction over an incident of its decision to issue a warning or notification in response to that incident in a timely manner.

C. Reports of Party Involvement: Unless a victim requests confidentiality and does not consent, the Party with operational responsibility over a reported crime agrees to endeavor to notify the other Party when an individual affiliated with the other Party is identified as a victim or suspect of Sexual Violence and/or a Covered Crime. Where allowed, and if known, the notification to the Parties will disclose:

- the name and/or physical characteristics of the victim;
- the name and/or physical characteristics of the alleged perpetrator, if known;
- a description of the incident, including location, date, and time of the incident; and

- the report or case number assigned to the incident by the jurisdictional agency.

In providing the above-described notice and information, the Party will endeavor to contact the other Party to the extent allowed under federal and state laws. The Party with operational responsibility agrees to endeavor to notify the other Party's administration if it has referred an incident in which a Party employee or student is a victim or suspect to a prosecuting agency.

**D. Reports of Incidents to Law Enforcement:** USU agrees it will endeavor to notify individuals who report a crime to USU that they may report to law enforcement and seek criminal prosecution, and that such a report to PCPD may be made at any time. USU will further offer to, and, where requested, assist a victim or witness who wishes to report an incident to law enforcement with the reporting process to a Policing Agency.

To the extent allowed under federal and state law, USU agrees to also endeavor to inform the Policing Agency of any information involving an incident and provide any information it can as allowed by federal and state laws.

**E. Requests under Utah's Government Access and Management Act ("GRAMA"):** In the event that the Requesting Party seeks to incorporate records into a public record, the Parties endeavor to agree that: (1) the Requesting Party will submit a subpoena or court order with a requisite protective order for the private, controlled, and/or protected records to the Responding Party; or (2) the Requesting Party will submit a subpoena or court order and the Responding Party will provide the Requesting Party with redacted copies of the private, controlled, and/or protected records that will be placed in a public record.

The following are the points of contact for making such GRAMA requests and/or serving subpoenas:

- *Price City Police Department Records:*  
POC: Kaibree Johnson  
Address: 90 N. 700 E.  
Price, Utah 84501  
Phone: (435)-636-3190  
Email: kaibreej@priceutah.net

- *Utah State University Police Department Records:*

POC: Kati Jensen  
Address: 5800 Old Main Hill  
Logan, Utah 84322-5800  
Phone: (435)-797-1939  
Email: kati.jensen@usu.edu

- *Utah State University Records:*

POC: Lilly Stonecipher  
Address: 1465 Old Main Hill

Logan, Utah 84322-1-1-65  
Phone: (435)-797-1156  
Email: grama@usu.edu  
Website: <http://www.usu.edu/lcgal/grama/>

## 6. Victim Confidentiality, Interviews, & Assistance

The Parties agree to comply with the applicable law and guidance regarding anonymous and confidential reporting of crimes, including when, how, and what information can or must be disclosed to a Party.

A. Communications Between Parties: The Parties agree that if an individual requests confidentiality when reporting a crime, the Parties will take all reasonable steps to comply with the victim's request or will inform the victim if and why they cannot ensure confidentiality or comply with a request for confidentiality.

B. Resources for Victims: A Party receiving a report of Sexual Violence or other crimes agrees to ensure the victim knows of the right to report the crime to law enforcement and will assist victims who wish to report to do so promptly in order to facilitate preservation of evidence and an effective response by law enforcement. The Parties agree to also notify the victim of their reporting options, including the right to report to or file a complaint with USU, and will endeavor to provide them with a USU Victim Resource card.

C. Information Materials: The Parties agree to endeavor to provide informational materials that provide victims with the appropriate points of contact, on- and off-campus, for reporting incidents of Sexual Violence and/or Relationship Violence and other crimes, specifying the points of contact for making a confidential disclosure.

## 7. Communication and Coordination

A. Independent Obligations to Investigate: The Parties agree and acknowledge that, once USU becomes aware of certain crimes affecting the campus community, USU has federal obligations to take prompt, equitable, and appropriate administrative action to investigate, independent of any investigation by the local law enforcement or Parties. USU acknowledges that the Parties may conduct an investigation of a Covered Crime, including sex offenses, stalking, and dating and domestic violence independent of any USU administrative proceeding.

B. Communication During Ongoing Investigations: A Party conducting an investigation involving a USU student or employee with the victim's consent, agrees to endeavor to make reasonable efforts to provide key updates to USU (through USUPD) regarding the status of the Party's active investigation, including the result of a criminal investigation and whether any charges have been filed, unless such update will, in the investigating Party's reasonable discretion, materially interfere with the Party's investigation.

Likewise, USU agrees to endeavor that, if PCPD is investigating a reported crime, USU may temporarily delay the fact-finding portion of its administrative investigation during PCPD's

initial evidence gathering process. If PCPD requests such a delay, in the event of a delay, USU may request reasonable timelines by which PCPD agrees to endeavor to take the specific investigatory step(s) in question. During any requested delay of USU's fact finding process, the Parties agree that USU is not precluded from providing parties with information about their reporting options, the resources available to students involved in the pending investigation, or taking interim actions necessary to ensure the safety of the victim and/or the campus community. Further, the Parties acknowledge that in cases of delay in PCPD's investigation, whether on the part of the victim, suspect or other element of investigation, or in cases of unidentified or non-participating victims, USU may need to move forward with reasonable speed to complete the administrative investigation. However, USU agrees that it will endeavor to take reasonable steps to not interfere with PCPD's investigation.

Consistent with federal law and its policies, USU must disclose to the parties and to the public the final results of a disciplinary proceeding if it determines that a student or employee is found responsible of a policy violation that includes a crime of violence or non-forcible sex offense. In these circumstances, the disclosure may be made with or without the consent of the victim, and regardless of whether the victim pursues criminal charges.

**C. Meeting, Assessment, and Accountability:** On at least an annual basis, the leadership from each of the Parties will endeavor to meet to discuss the following:

- data and analysis about current trends and patterns in sexual assaults and other violent crimes;
- known feedback from victims regarding victim resources and services;
- evolving best practices regarding victim support and services;
- any new or recently discovered resources for victims;
- whether each of the Parties complied with the terms of this Agreement, and, if not, why; and,
- other topics relevant to the Parties' collective efforts of crime reporting, prevention, and information sharing.

This information may be discussed during scheduled meetings with the Chiefs of Police for local law enforcement organizations and/or during local Sexual Assault Response Team ("SART") meetings. Where appropriate, the Parties will endeavor to invite interested parties from USU, representatives from appropriate community organizations, or community experts to offer opinions on current practices and procedures to participate in the discussion.

**D. Sexual and Relationship Violence Prevention Training and Outreach:** The Parties agree that any individuals employed by the Parties who may be required to conduct an investigation in response to a reported Sexual Violence or Relationship Violence will be given specialized, trauma-informed training, and periodic follow-up instruction, in responding to and investigating Sexual Violence and/or Relationship Violence in an effective and bias-free manner, including forensic interviewing and evidence gathering techniques, as well as trauma-informed and bias-free investigative skills.

The Parties also agree to endeavor to invite the other Party to participate in trainings for trauma-informed Sexual Violence and Relationship Violence response for the Parties and other law enforcement or policing agencies who are employed by the Parties. Such training may include:

- relevant reporting requirements of each of the Parties;
- pertinent information about all applicable confidentiality and privacy statutes, regulations, and policies that may pertain to such reporting;
- investigation best practices for matters involving Sexual Violence and the prevention of bias in Sexual Violence investigation and disciplinary proceedings; and
- other topics determined to be particularly relevant to the local community regarding sexual assault.

The Parties further agree to endeavor to collaborate on an ongoing basis to provide outreach and training for the community about the awareness, prevention, intervention, investigation, and response to Sexual Violence and other crimes and to work with the community-based resources and experts, including victim advocates, to provide these programs.

**E. Sexual Assault Response Team:** The Parties agree to endeavor to support and participate in the existing interdisciplinary SART, and to be part of the SART's system-wide review and discussion of the community's response to sexual assault.

## **8. Term, Termination, and Amendments**

**A. Term:** This Agreement shall be for the period of twenty (20) years beginning on the effective Date, but can be extended in writing and mutually signed by the Parties ("Term"). The Parties have had a long-standing relationship, and anticipate that this Agreement or a version thereof shall exist so long as State and Federal government support persists. If either Party wishes to terminate this Agreement, it must be mutually terminated in writing signed by the Parties.

**B. Review and Amendment:** At any time during the Term, the Parties may review specific objectives, modes, or methods for record sharing and communication in the future and evaluate past accomplishments. The Parties may periodically amend or replace this Agreement to reflect updates and changes that arise relating to record sharing, communication, and various statutory updates. Any such amendments shall be made in writing and signed by all Parties.

**C. Termination:** A Party may terminate this Agreement for any reason. Termination will be effective upon written notice being received by the other Parties.

## **9. Miscellaneous**

**A. Liability:** The Parties are governmental entities under the "Utah Governmental Immunity Act." Consistent with the terms of the Act, the Parties agree that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. The Parties do not waive or intend to waive any defenses or limits of liability otherwise available under the Utah Governmental Immunity Act.

**B. Entirety of Agreement:** In assuming and performing the obligations of this Agreement, the Parties each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

**C. Financial Responsibilities:** The Parties agree that each shall be solely responsible for all costs, expenses, and financial obligations incurred by that Party in connection with this Agreement and any information sharing provided hereunder. No joint financing, cost-sharing, or mutual funding mechanisms are established, anticipated, or implied by this Agreement. Each Party shall independently budget for and fund its own personnel, equipment, training, administrative support, and any other resource necessary to fulfill its obligations under this Agreement, unless specifically noted above.

This Agreement does not create any financial obligation or liability of one Party for the costs, debts, or liabilities of another Party. The Parties expressly acknowledge that no interlocal entity is created, and no joint or cooperative undertaking involving shared financial responsibility is intended.

**D. Interlocal Entity Creation, Administration of Agreement, and Voting:** The Parties acknowledge and agree that this Agreement does not establish an interlocal entity, joint board, or any form of governing body. Accordingly, no voting rights are created, intended, or implied by this Agreement. Each Party retains full autonomy and discretion in its participation and decision-making under this Agreement. The sharing of information, coordination of activities, or provision of support under this Agreement shall be at the sole discretion of each Party.

**E. Real Property:** The Parties acknowledge and agree that no joint ownership, lease, or transfer of real property is created or implied by this Agreement. Each Party shall retain sole ownership and control over its respective real property, and any use of such property by another Party shall be subject to a separate written agreement. This Agreement does not authorize the acquisition, construction, or joint operation of real property or facilities. Any incidental use of facilities or property for cooperative law enforcement purposes shall be at the discretion of the owning Party, and shall not create any property interest or ongoing obligation.

[INTENTIONALLY LEFT BLANK)

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date.

Price City Police Department:

8:2.L

By:  
Name: **BR1tN6ni** SId/1,1A  
Title: 01'1111' OF R: 1,,c,  
Date: VI'Y/SS-

Approved as to form:

7 : L

By \_\_\_\_\_ (dashed line)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Utah State University:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

Approved as to form:

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO FIRST  
RESPONDERS FIRST AND PRICE CITY PUBLIC SAFETY**

AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO FIRST RESPONDERS FIRST AND PRICE CITY PUBLIC SAFETY (hereinafter "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Price, Utah, a municipal corporation of the State of Utah, 910 N 700 E, Price, Utah 84501 (hereinafter "CITY"), and FIRST RESPONDERS FIRST, 533 W 2600 S, #125., Bountiful, Utah 84010 (hereinafter "FIRST RESPONDERS FIRST").

**W I T N E S S E T H:**

WHEREAS, Utah law § 53-21-102 requires first responder agencies to provide mental health resources for all first responders (as defined in § 53-21-101), their family members, and retirees; and

WHEREAS, CITY wishes to abide by the law and provide its employees, their family members, and retirees mental health resources; and

WHEREAS, FIRST RESPONDERS FIRST has agreed to provide certain mental health training and resources to CITY's employees, family members, and retirees as required by law.

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

**SECTION I: SCOPE OF WORK**

FIRST RESPONDERS FIRST shall provide the following services to CITY:

1. Individual and/or Couples Counseling – FIRST RESPONDERS FIRST shall provide CITY with individual and/or couples counseling, if desired. This may include one-on-one training, as well as individual counseling for employees, volunteers, retirees, or family members as outlined in § 53-21-101 or as interpretation of the law or administrative rules direct. Return to duty mandatory counseling, for instance, following an officer-involved critical incident is also available. FIRST RESPONDERS FIRST will not conduct fit for duty assessments with employees for disciplinary purposes, thus maintaining trust and ongoing confidentiality with the members, but can recommend and help with options for fit for duty assessments, if desired.
2. Peer Support Team Development and Oversight – FIRST RESPONDERS FIRST shall provide CITY with peer support team oversight and development. This may include, but is not limited to, oversight, training, and consultation on the following: policy review and recommendation, team member selection suggestions, organizational structure and management advisory, personnel and staffing recommendations, committee and subcommittee assignments, counselor vetting or mental health guidance and consultation, crisis consultation, and informal peer support team check-ins. Initial new member and

advanced training certification, group consultation and training, and individual and team counseling or certification of current or potential team members is also available.

3. Wellness Check-Ins – FIRST RESPONDERS FIRST shall provide CITY members with a brief, semi-annual interview with a FIRST RESPONDERS FIRST staff member. This individual wellness check-in is approximately 30 minutes but may go longer and may include a self-reported, documented disclosure or assessment. Check-ins will be arranged to take place at the agency, unless other arrangements are made, thus making the process convenient for members and normalize mental health check-ins. When necessary, telehealth and/or phone check-ins will occur. CITY may opt for more frequent access to these services for those in higher risk positions or circumstances as warranted. These check-ins will take place throughout the year and will be organized with CITY scheduling assistance.
4. Training – FIRST RESPONDERS FIRST shall provide CITY employees with mental health education and training services. Both parties will coordinate the length of time and topics of specific training that would prove most beneficial. Training topics cover a variety of areas, including but not limited to, self-care, understanding trauma and stress, suicide awareness and reduction, family relations, peer and organizational support, mental wellness while serving the public, post-critical incident intervention, and custom-tailored training. These trainings may take place to various groups (e.g., administration, supervisors, spouses/significant others), to all department members, or to various crews/shifts. Training may take place virtually or in-person as agreed upon or requested by CITY. One- or two-day peer support certification is part of this training description.
5. 24/7 Support – FIRST RESPONDERS FIRST shall provide CITY with 24/7 support for administration and peer support personnel. Since first responders work unconventional hours and may experience unique circumstances at those hours, FIRST RESPONDERS FIRST agrees to provide 24/7 support. CITY understands there may be periods of time when an immediate response from—or access to—FIRST RESPONDERS FIRST personnel cannot occur due to unforeseen or unplanned circumstances; however, FIRST RESPONDERS FIRST will make reasonable accommodations to ensure 24/7 support is always available, including days, weekends, holidays, and evenings.
6. 24/7 Crisis and Trauma Support – FIRST RESPONDERS FIRST shall provide CITY with individual crisis and trauma support for CITY public safety personnel and family members, including retirees. CITY understands there may be periods of time when an immediate response from—or access to—FIRST RESPONDERS FIRST personnel cannot occur due to unforeseen or unplanned circumstances; however, FIRST RESPONDERS FIRST will make reasonable accommodations to ensure 24/7 support is always available, including days, weekends, holidays, and evenings.
7. Post Critical Incident Intervention – FIRST RESPONDERS FIRST shall provide CITY with all aspects of post critical incident intervention. This may include, but is not exclusively limited to, emergency consultation and call-out with response, where applicable and under constraints outlined in 24/7 support, individual/family crisis

intervention and coordination, critical incident stress management (CISM), mandatory and/or return to duty counseling (not for discipline), defusings, group counseling, debriefings, behavioral after action reviews, and/or other aspects of CISM, where applicable. CITY agrees to inform FIRST RESPONDERS FIRST as soon as practical following critical incidents in order to formulate a plan for immediate and ongoing wellness. “Critical incident” shall not be defined in this Agreement but shall be left to the interpretation of the CITY and CITY personnel in conjunction with FIRST RESPONDERS FIRST.

8. Coaching or Peer Counseling – FIRST RESPONDERS FIRST shall provide CITY with individual one-on-one coaching for CITY employees with a trained and experienced staff member who is also an experienced peer counselor.

## **SECTION II:**

### **A. Independent Contractor.**

The contracting parties warrant by their signature that no employer/employee relationship is established between FIRST RESPONDERS FIRST and CITY by the terms of this Agreement. It is understood by the parties hereto that FIRST RESPONDERS FIRST is an independent contractor and as such neither it nor its members and employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

### **B. Compensation to FIRST RESPONDERS FIRST.**

1. Individual and/or Couples Counseling – CITY shall pay FIRST RESPONDERS FIRST one hundred and fifty dollars (\$150) per hour for confidential counseling services. This may include counseling for members, spouses, retirees, and retiree spouses.
2. Peer Support Team Development and Oversight – CITY shall pay to FIRST RESPONDERS FIRST two hundred and fifty dollars (\$250) per hour for peer support team development and oversight.
3. Wellness Check-Ins – CITY shall pay FIRST RESPONDERS FIRST one hundred and fifty dollars (\$150) per hour.
4. Training – CITY shall pay FIRST RESPONDERS FIRST three hundred and fifty dollars (\$350) per hour. (Note: Specific training courses may be based on a per student rate previously established by FIRST RESPONDERS FIRST).
5. 24/7 Support – CITY shall pay FIRST RESPONDERS FIRST fifty dollars (\$50) per month.

6. 24/7 Crisis and Trauma Support – CITY shall pay FIRST RESPONDERS FIRST one hundred and fifty dollars (\$150) per hour for any crisis and trauma support from CITY employees, retirees, or family members.
7. Post Critical Incident Intervention – CITY shall pay FIRST RESPONDERS FIRST three hundred and fifty dollars (\$350) an hour for emergency call-outs, including those requiring a response, as well as other interventions, including debriefings, one-on-one or group defusing/counseling, and/or crisis intervention under CISM.
8. Coaching or Peer Counseling – CITY shall pay FIRST RESPONDERS FIRST forty-five dollars (\$45) for thirty minutes of coaching.

*Note:* When applicable, travel time, mileage, per diem, and hotel expenses may apply.

Nothing in this Agreement shall be construed to mandate FIRST RESPONDERS FIRST to see CITY employees, couples, family members, or retirees, although the law mandates that services which FIRST RESPONDERS FIRST offers must be provided to them. CITY employees, couples, family members, or retirees are also not mandated to see FIRST RESPONDERS FIRST staff for individual, couple, family, or group counseling needs. FIRST RESPONDERS FIRST may recommend outside therapists or counseling or in-patient facilities where outside recommendation is in the best interest of the person or persons seeking mental health services or a fit for duty assessment for discipline. When outside referrals are given, these will not be paid for or contracted by FIRST RESPONDERS FIRST and FIRST RESPONDERS FIRST takes no responsibility for the actions or practices of such suggested referrals.

### **SECTION III:**

#### **A. Discontinuation of Agreement.**

This Agreement may be discontinued by FIRST RESPONDERS FIRST upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of FIRST RESPONDERS FIRST. CITY may discontinue this Agreement with thirty (30) days' notice without cause and without further liability to FIRST RESPONDERS FIRST. This Agreement will automatically renew annually, unless FIRST RESPONDERS FIRST receives in writing a request to discontinue.

#### **B. Extent of Agreement.**

This Agreement may be amended only by written instrument signed by both parties hereto.

#### **C. Discontinuation of Project.**

If any portion of the services covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay FIRST RESPONDERS FIRST for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar

as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

**D. Indemnification.**

FIRST RESPONDERS FIRST agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of FIRST RESPONDERS FIRST in the performance of professional services under this Agreement, to the extent that FIRST RESPONDERS FIRST is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between FIRST RESPONDERS FIRST and CITY. FIRST RESPONDERS FIRST shall not be obligated to indemnify CITY for CITY's sole negligence.

**E. Costs and Attorney Fees.**

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

**F. Jurisdiction and Venue.**

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Utah. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Utah.

**G. Binding of Successors.**

CITY and FIRST RESPONDERS FIRST each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

**H. Modification and Assignability of Agreement.**

This Agreement contains the entire agreement between the parties concerning the professional services, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. FIRST RESPONDERS FIRST may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontract or assignee shall be bound by all the terms and conditions of this Agreement as if named specifically herein.

**I. Ownership and Publication of Materials.**

CITY and FIRST RESPONDERS FIRST agree that CITY, with this Agreement, acquires the right to use all reports, information, data, and other materials prepared by FIRST RESPONDERS FIRST pursuant to this Agreement, except for reports or information that may be protected by the Health Insurance Portability and Accountability Act (HIPAA) or counselor-client privilege, and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain FIRST RESPONDERS FIRST from using materials for other trainings or projects with other entities.

J. Non-discrimination.

FIRST RESPONDERS FIRST shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

K. Logos and Marketing.

FIRST RESPONDERS FIRST may use CITY names and logos for marketing or advertising purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day, month and year first written above.

“CITY”  
City of Price, Utah

“FIRST RESPONDERS FIRST”

By \_\_\_\_\_  
Print \_\_\_\_\_

By \_\_\_\_\_  
Sean Morris, LMFT, SAP, CEAP

# THE BANCORP MASTER LEASE AGREEMENT FOR PRICE CITY...



## MASTER LEASE AGREEMENT MUNICIPAL

The Bancorp Bank, National Association ("Lessor") with offices  
at 3755 Park Lake Street, Orlando FL 32803 and the undersigned

Price City ("Lessee")  
with offices at 910 N 700 E Price, UT 84501-1958 hereby agree as follows:

1. **Use of Lease.** Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. Lessor will deliver to Lessee a Schedule reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
2. **Lease Intended for Security.** This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
3. **Payments.** The monthly payment shall be due on the tenth day of the month following delivery of the vehicle(s). Subsequent lease payments will be due on the (10<sup>th</sup>) of each succeeding month up to and including the month during which the term expires for the vehicle, Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of \$25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
4. **Tax Consideration.** This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Florida, (the "State").
5. **Left blank intentionally.**
6. **Non-Appropriation.** If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peaceably surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
7. **Titling; Registration.** Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any titling or registering or re-titling or re-registering, as appropriate, is directed by Lessor.
8. **Other Duties Regarding Vehicles.** Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.
9. **Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder without the prior written consent of Lessor, and if Lessee receives notice of an assignment, Lessee will pay any

assigned amounts as directed in the notice. ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.

10. **Loss or Destruction.** Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the amortized depreciated value of the original value of the vehicle set forth in the Schedule and (c) sum of two (2) rent payments. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity.** Lessee will maintain physical damage insurance on the Vehicles. Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee can self-insure for physical damage coverage and liability up to the state limit. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement.** If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale, provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of \$150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default.** If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies.** If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations.** Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notice as contemplated in this paragraph.
17. **General Provisions.** Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Florida law. Paragraph headings are for convenience only. Time is of the essence of this lease. **The parties waive any right to a jury trial in any related action. Any waiver must be in writing.**

18. **Bank-Qualified Tax Designation.**  **Initial box if this paragraph applies.** Lessee certifies that Lessee and any subordinate entities does not expect to, and will not issue more than **\$10,000,000** of obligations the interest on which is excludable from the gross income of the holder thereof for federal income tax purposes during any calendar year in which a vehicle is accepted under this lease. Lessee will designate the obligations undertaken pursuant to this lease with respect to all vehicles covered hereby as "qualified tax exempt obligations" within the meaning of §265 (b)(3)(D) of the Code. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having, available such treatment, including, without limitation, filing of an IRS Form 8038-G. If Lessor (a) loses the right to claim, does not have or does not claim (based upon the advice of the Lessor's tax counsel) such exclusion of interest or deductibility or (b) if there is disallowed, deferred or recaptured, in whole or in part, any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis in the absence of such advice) or (c) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting this lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an after tax amount which after payment of all taxes, interest and penalties required to be paid by Lessor, restores Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor will notify Lessee promptly thereof. Lessor agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion as to proceeding beyond the level of an auditing agent; and Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses to be incurred, including accountants' and attorneys' fees.

By signing below, Lessor and Lessee agree the terms of this lease will govern Lessor's financing of Lessee's acquisition of the vehicles.

**Dated:** 06/20/2025

<b>LESSEE</b>	Price City	Signature	_____
<b>ADDRESS</b>	910 N 700 E Price, UT 84501-1958	Title	_____
Signature	_____	Signature	_____
Title	_____	Title	_____
Signature	_____	<hr/>	
Title	_____	<hr/>	
Signature	_____	<hr/>	
Title	_____	<hr/>	
		<b>LESSOR</b>	The Bancorp Bank, National Association
		Signature	_____
		Title	_____

## MASTER TRANSFER OF OWNERSHIP

It is understood and agreed that all leased vehicles will be titled to

Price City Lessee

Simultaneously with such titling Lessee hereby assigns to The Bancorp Bank, National Association all rights of ownership with Lessee granted only those rights and obligations as defined in the Master Lease Agreement dated 06/20/2025. Accordingly, Lessee shall remain the titled owner of the vehicle with The Bancorp Bank, National Association being the contract owner.

Consistent with this intent Lessee shall grant to The Bancorp Bank, National Association in a related Agreement an irrevocable Power of Attorney authorizing them to sign any instrument on behalf of Lessee for the purpose of protecting the Bank's ownership interest in the vehicle.

<b>LESSEE</b>	Price City	
Signature	<hr/>	
Title	<hr/>	
Signature	<hr/>	
Title	<hr/>	
Signature	<hr/>	
Title	<hr/>	
<hr/>		<b>LESSOR</b>
<hr/>		The Bancorp Bank, National Association
Signature	<hr/>	
Title	<hr/>	

4 of 4

06/20/2025 5:05 PM



CUSTOMER PRICE CITY		APPLIANCES TO BE CONNECTED		METER PAD		
SERVICE ADDRESS 50 E 300 S		#	TYPE	BTU	@ Not Required	
SUBDIVISION		LOT NO	6 TUBE HEATER	390000	0 By Applicant	
CITY OR COUNTY PRICE		STATE UT	1 WATER HEATER	40000	0 ByQGC	
MAILING ADDRESS 185 E MAIN ST PRICE, UT 84501				Total BTU	430000	METER PRESSURE
SERVICE LINE COSTS Installation Charges		1,330.25				4 oz
PIPE SIZE 3/4"		AMOUNT DUE NOW \$1,330.25	RISER LOCATION Special -1' S OF NW CORNER	METER PROTECT Protection not required		
			JOB TYPE NEW SERVICE			
			SPECIAL CONDITIONS			

Please submit payment to Enbridge Gas, PO Box 45360, DNR 526, Salt Lake City, UT 84145  
To pay with credit card please call 1-800-378-1269 or go to <https://internet.speedpay.com/enbridgegaspreconstruction>

## TERMS AND CONDITIONS

- Scope of Work** Enbridge Gas Utah ("Company") shall construct and install a natural gas service line and appurtenant facilities as set forth above (collectively the "Facilities"). Installation of the Facilities, as specified above and as designated in the field, as well as any related work, is referred to as the "Work". This Agreement shall not be deemed to be in force until Customer has signed this Agreement and returned it to Company. Company does not accept and expressly rejects any changes to the terms and conditions of this Agreement, handwritten or otherwise.
- Cost of the Work.**
  - Customer agrees to pay to Company the full and complete cost of materials, construction, installation, permitting, procuring rights-of-way, complying with terms of rights-of-way, environmental costs, weather-related costs, tax consequences related to the contribution in aid of the construction, and any costs arising from Customer requests or Customer caused delays (collectively "Construction Costs"), provided Company personnel costs and overhead shall be borne solely by Company. THE COSTS SHOWN ABOVE ARE ONLY GUARANTEED FOR THIRTY (30) DAYS FROM EXECUTION OF THIS AGREEMENT. After such thirty (30) days, any or all costs may change by the time the Work is performed. Customer is responsible to pay any increased costs upon receipt of Company's invoice.
  - Customer agrees to pay, prior to the date of installation, the Amount Now Due shown above. Subject to subparagraph (a) Customer shall also pay any additional Construction Costs that may arise during installation, including but not limited to increased labor costs, increased costs of materials, frost and/or rock trenching ("Additional Construction Costs") within thirty (30) days of the Company invoice date. Any change to the length or scope of the Facilities, whether due to Customer request or Company's determination, in its sole discretion, that the initial design must be modified, that result in increased Construction Costs shall also be included as Additional Construction Costs.
  - Interest accrues at the rate of six percent (6.0%) per annum on any amount due from such installation or invoice date until the amount due is paid in full. Customer will pay all costs and attorney's fees incurred in the collection of any amount.
- Rights-of-Way** Customer agrees to provide Company with any necessary rights-of-way required to complete the Work. Company is not obligated to perform unless rights-of-way have been granted.
- Cancellation** If the Work does not begin within six months of the effective date of this Agreement, Company may, at its option, cancel this Agreement and charge Customer for any Construction Costs incurred up to the date of cancellation.
- Subcontractors** Company may subcontract with third parties for the provision of any of the services contemplated by this Agreement.
- Contamination** If Company encounters any contaminated soil or groundwater during the trenching and installation of facilities that requires remediation or disposal, or poses a hazard, Company may suspend the installation or trenching until the contamination is removed, disposed of and/or remediated to Company's satisfaction and at no cost to Company. If Company elects to remediate the contamination, Customer shall pay all costs incurred by Company arising from or caused by the remediation as Additional Construction Costs.
- Force Majeure** Company shall have the right to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs or ensure the safety of its customers due to emergencies or in the event Company is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, and Company shall not be responsible for any delay to the extent arising from or caused by (a) the performance of Customer's responsibilities under this Agreement or (b) shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions (including, but not limited to, conditions that, in Company's sole judgment, prevent it from safely excavating or backfilling trenches or installing facilities using its normal construction methods and equipment), government rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of Company.
- Ownership of Facilities** The Facilities that Company constructs to render natural gas service shall at all times remain solely the property of Company.
- Natural Gas Service** This Agreement is not an agreement to provide natural gas service. Upon completion of the Facilities, Company will provide natural gas service utilizing the Facilities in accordance with the Enbridge Gas Utah Natural Gas Tariff, PSCU 500 ("Tariff") on file with the Utah Public Service Commission ("Commission") as may be revised from time to time.
- Relocation** Company shall have no obligation to relocate any of the Facilities. If Customer requests that any of the Facilities be relocated, and Company agrees to relocate the facilities, then Customer shall bear all costs associated with any relocation.
- Work Site Preparation**
  - Prior to installation of the service line, Customer will ensure that: (i) no parallel utilities are within three (3) feet of the service line location; (ii) the riser location is at least three (3) feet horizontally from electrical panels or meters, air intakes, permanent openings or roof valleys; (iii) grade lines are marked on the building foundation with a horizontal line; (iv) grade is within six inches of finished grade from curb to structure; (v) building materials are cleared from the line locations; (vi) no open trenches where the Work will be performed
  - Prior to contacting Company to request a gas meter set, Customer will ensure that: (i) the fuel line is run from the gas appliances to the meter location area; (ii) meter protection and pad, if required, is in place; (iii) an appliance installation permit, where required, is obtained from the city and/or county governing agency.
- Indemnity** To the fullest extent permitted by law, Customer shall release, indemnify, hold harmless, and defend Company, its parent company, affiliates at any tier, and contractor(s) at any tier and their respective directors, officers, employees, and agents (collectively "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, liens, fines, and actions of any nature whatsoever, including but not limited to attorney fees and defense costs (collectively "Liabilities") arising out of, related to, or in connection with any Work contemplated by this Agreement; however, in no event shall Customer be required to indemnify or defend the Indemnified Parties from and against any Liabilities to the extent caused by the negligence or willful misconduct of Company or Company's contractors at any tier. The release, indemnification, hold harmless, and defense obligations of this Agreement extend, but are not limited to, Liabilities in favor of, claimed, demanded or brought by Customer itself, Customer's employees or subcontractors, employees of the Indemnified Parties, or third parties on account of injury, death, property damage, or other losses. Without relieving Customer of any obligation under this Agreement, Company may, at its option, fully participate in the investigation, defense, and settlement of any Liabilities.
- Severability** If any provision or part of a provision or this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but this Agreement shall be construed as if it did not contain such invalid, illegal, or unenforceable provision. Each provision shall be deemed to be enforceable to the fullest extent available under applicable law.
- Survival of Terms** The Parties' representations, rights and obligations of indemnity, and payment created or required to be enforced shall survive termination of this Agreement.
- Applicable Law** This Agreement is governed by Utah law and the Tariff, rules, and regulations on file with the Commission. In the event that the Tariff, rules, or applicable regulations conflict with any term in this Agreement, the Tariff, rules or applicable regulations shall govern.
- Authority** Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

INTENDING TO BE LEGALLY BOUND the Parties have executed this Agreement to be effective as of the day and year set forth below.

Prepared By: Terri Pitt 1 435-781-4050

Enbridge Gas Utah

PRICE CITY  
CUSTOMER  
BY: *Michael Rasmussen*  
TITLE: *Mayor* DATE: *7-21-25*

BY: \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

August 1, 2025



Mayor Michael Kourianos  
City of Price, Utah  
185 East Main Street  
Price, UT 84501

**RE: City of Price Woodhill Drive Project / Meads Wash Encroachment Request  
ML40 60-Foot-Wide Pipeline Right of Way (UT05689) / Tracts: 0144.000, 0145.000 & 0146.000  
Property Owner: Matthew Efaw / PID: 02.0889.0009**

Dear Mayor Kourianos,

This letter is in response to a request from Jonathan Johansen, P.E., Johansen and Tuttle Engineering, for permission for the City of Price, Utah ("City") to construct a V-ditch over, and cross with equipment during construction, MountainWest Pipeline, LLC's ("MountainWest") Mainline 40, which includes all appurtenant equipment and facilities associated therewith (together the "MountainWest Facility") located in Township 14 South, Range 10 East, Section 9, N2SW, Carbon County, Utah, which location is part of City's Woodhill Drive Project ("Encroachment Project").

MountainWest, a subsidiary of The Williams Companies ("Williams") hereby grants to City permission to construct or conduct said Encroachment Project, over the MountainWest Facility, subject to the standards and specifications of the 2020 MountainWest Developers Handbook, and the design drawings in Exhibit A, attached hereto and made a part hereof, in consideration of City acknowledgement and compliance with the following:

1. It is understood that the City will cause the encroachment or foreign line crossing at no expense to MountainWest.
2. City shall be responsible for its employees, contractors, agents and subcontractors notifying the State One-Call System (Dial 811) in compliance with State One-Call laws (excluding weekends and holidays), prior to commencing construction or operations of the Encroachment Project near the MountainWest Facility.
3. MountainWest reserves the right to have a representative or other designated person stationed along MountainWest rights-of-way during the subject construction or other operations near MountainWest pipeline, facilities, and/or other equipment.
4. City has provided MountainWest with the proposed design and crossing plan for the Encroachment Project, attached as Exhibit A, over the MountainWest Facility and agrees to provide MountainWest at least two business days advance notice, in writing, before materially deviating from such proposed design and crossing plan. City agrees that notification of a deviation from the agreed upon encroachment in Exhibit A does not constitute agreement by MountainWest and such deviation requires written approval from MountainWest and/or an amendment to this agreement.
5. If applicable, wherever City should encroach upon MountainWest' rights-of-way with heavy steel tracked equipment, City shall place matting or other suitable material over the MountainWest Facility as determined by MountainWest representative.
6. The proposed encroachment will cross the MountainWest Facility right of way on the property owned by Matthew Efaw (PID: 02-0889.0009) ("Landowner"), as represented by City in the proposed design and crossing plan or as depicted in the vicinity map and/or site plans attached to this letter as Exhibit A. City shall be solely responsible for obtaining any required permission or

grants from the Landowners and any governmental permits or authorizations necessary for City to begin or engage in activities related to the Encroachment Project near the MountainWest Facility.

7. Should it become necessary for MountainWest to perform future maintenance, repairs, or replacement of MountainWest Facility that may result in damage or removal of the Encroachment Project or portion thereof over the MountainWest Facility, City agrees that any costs associated or related to the removal, repair, or reconstruction of the Encroachment Project will be at the sole expense of City and City waives any claim it may have against MountainWest for such cost.
8. City does hereby agree to release, protect, defend, indemnify and hold harmless MountainWest, its associated and affiliated companies and partners and their agents, representatives, employees, officers, directors, insurers, successors and assigns from and against all claims, charges, fees, causes of action, demands, suits and actions or payment for damages to, or loss of property or injury to or death of, any legal entity, person or persons (including the Landowner(s), City, third parties, and MountainWest) that may be caused by, arise out of or result from City's construction, operation or maintenance of the Encroachment Project and related equipment and facilities, except for such damage or injury resulting from the sole negligence or willful misconduct of MountainWest. The rights granted under this Section are in addition to any and all other remedies available under law or equity.
9. City will maintain during the Encroachment Project, and cause any of its agents, contractors, or other representatives working on the Encroachment Project, to maintain insurance that meets the requirements recited on Exhibit B attached hereto.
10. MountainWest has the right to stop the City and its agents, contractors, or other representatives from continuing Encroachment Project work if MountainWest personnel determine, in their sole discretion, that there is a safety issue or risk to the integrity of the MountainWest Facility. This right to stop work is not an obligation to inspect or supervise the Encroachment Project installation activities and doesn't waive or release any claims MountainWest may have related to the Encroachment Project.
11. This permit does not change or modify any provisions of MountainWest's existing Right-of-Way contracts or easements, unless such easements are required to be amended as a result of City's Encroachment Project.
12. This Permit will be revocable in the event of noncompliance of any terms, requirements, conditions, and specifications of this Permit upon written notice given to PERMITTEE and current owner of record.

Accepted and agreed to on \_\_\_\_\_.

**CITY OF PRICE, UTAH**

---

Mayor Michael Kourianos

**MOUNTAINWEST PIPELINE, LLC**

---

Cindy Sheehan, Agent and Attorney-in-Fact

**EXHIBIT A**

**PROJECT PLAN SHEETS**

**EXHIBIT B**  
Level 2 or 3 Insurance

City shall maintain in force throughout the performance of any part of construction, maintenance or use of the Encroachment Project, and for as long thereafter as necessary to support any post activities or obligations of City, insurance described below with insurance companies having at least an A.M. Best A-VIII rating (or equivalent, if not rated by A.M. Best). The limits and terms set forth below will not be construed to limit City's liability. All costs and deductible amounts will be for the sole account of City. The required liability insurance can be met under a primary or an excess policy or any combination thereof. Prior to commencing the Encroachment Project hereunder, City will deliver to MountainWest certificate(s) of insurance on an Acord form or other acceptable industry standard certificate of insurance form evidencing the insurance, terms and conditions required below.

In each of the policies described below, City agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against MountainWest, its parent and subsidiary and affiliated companies. All policies providing the required insurance, with the exception of Workers Compensation and Employer's Liability, shall include MountainWest, its parent and subsidiary and affiliated companies as additional insured per ISO endorsements CG 2010 and CG 2037 (edition 10-01 or earlier) or equivalents, and policies will respond as primary and non-contributory with respect to any other insurance or self-insurance available to MountainWest, its parent and subsidiary and affiliated companies. City shall be fully responsible to MountainWest for any deficiencies and/or limitations in coverage if a later edition of the required additional insured endorsements is used. Non-renewal or cancellation of policies providing the required insurance described below will be effective only after written notice is received by MountainWest from the insurance company or City thirty (30) days (except ten (10) days for non-payment of premium) in advance of any such non-renewal or cancellation. Any construction, maintenance or use of Improvements will cease until replacement insurance can be evidenced to MountainWest.

If City uses any subcontractor to perform any of the Improvements, City warrants that the subcontractor will maintain insurance meeting insurance requirements applicable to the subcontracted work as determined by City and City shall be fully responsible to MountainWest for any deficiencies of its subcontractor's insurance and shall defend (at MountainWest's option), indemnify and hold harmless MountainWest, its parent and subsidiary and affiliated companies from or against any claim(s) asserted or arising as a result of such deficiencies.

Irrespective of the insurance requirements below, the insolvency, bankruptcy or failure of any such insurance company providing insurance for City, or the failure of any such insurance company to pay claims that occur will not be held to waive any of the provisions hereof.

**1. Workers Compensation and Employer's Liability**

Workers Compensation insurance complying with the state and federal and regulations having jurisdiction over each employee, and Employer's Liability with limits of not less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit. If work is to be performed in North Dakota, Ohio, Washington, or Wyoming, City will participate in the appropriate state fund(s) to cover all eligible employees and provide a stop gap endorsement. If the work is to be performed off-shore, this insurance shall be endorsed to provide full Maritime Liability coverage, including Longshore and Harbor Workers' Compensation Act, including Outer Continental Shelf Land Act, Jones Act, Death on High Seas Act and In Rem.

**2. General Liability**

Commercial General Liability insurance with limits of not less than \$5,000,000 per occurrence and general and products-completed operations annually aggregates of \$5,000,000, for bodily injury and property damage, including coverage for premises-operations, blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products-completed operations, explosion, collapse and underground (XCU), and sudden and accidental pollution (unless covered under a separate Pollution Liability policy).

**3. Automobile Liability**

Automobile Liability insurance with limits of not less than \$2,000,000 each accident for bodily injury and property damage to include coverage for any auto (including owned, non-owned and hired vehicles).



INFORMATION AND TECHNOLOGY

IT MANAGER ... SETH HUNTINGTON 435.636.3163  
IT NET/SYS ... TANNER ANDERSON 435.636.3164

PRICE MUNICIPAL CORP 185 E. MAIN STREET PRICE UTAH 84501

# Remote Access Policy

**Price Municipal Corporation  
(Price City, Utah)**

**Date of Adoption: April 16, 2025  
Revision 080125**

**FOR OFFICIAL USE ONLY**

## Price Municipal Corporation Remote Access Policy

### 1. Purpose

This policy outlines the rules and guidelines for accessing Price Municipal Corporation's (Price City) network, systems, and data remotely. The purpose of this policy is to ensure the security, integrity, and confidentiality of city information while allowing only authorized employees, and third parties to perform their job duties effectively from remote locations.

### 2. Scope

This policy applies to all individuals who may be authorized to have remote access to Price City Resources, including but not limited to:

- Employees
- Consultants
- Any other authorized third parties

This policy covers all methods of remote access, including but not limited to:

- Virtual Private Network (VPN) connections
- Web-based applications
- Mobile devices accessing Price City resources

### 3. Definitions

- **Remote Access:** The ability to connect to Price City's network, systems, and data from a location outside of the Price City's physical premises.
- **Price City Resources:** Any hardware, software, data, applications, networks, and services owned, leased, or used by Price City.
- **Authorized User:** An individual who may be authorized to access Price City Resources remotely.
- **Personal Device:** Any computing device (e.g., laptop, desktop, tablet, smartphone) personally owned by an employee or third party.
- **Price City-Issued Device:** Any computing or electronic device provided by Price City to the Authorized User for work purposes.

### 4. Policy Statements

#### 4.1 Authorization and Access Control

- Remote access to Price City Resources shall only be authorized for qualifying individuals with a legitimate Price City business need and upon approval by the Price City Information Technology (IT) department.

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- All requests for Remote Access shall only be considered after a completed Remote Access Request Form is submitted to the IT Department and approved. A copy of the Remote Access Form is attached herewith at Exhibit 1 to this policy.
- Authorized Users are responsible to safeguard their respective and individual login credentials (usernames and passwords) and must not share them with anyone.
- Strong passwords that meet Price City's current password standards are required for all remote access accounts. Please contact the Price City IT Department for current standards.
- Virtual Private Networks (VPN) shall use secure protocols (IPsec, SSL,) and meet the Fips140-3 standards.
- Remote sessions must automatically time out after a defined period. Defined periods are managed by the Price City IT Department on a group and individual basis. Contact the Price City IT Department for current time out periods.
- Access to specific Price City Resources shall only be authorized based on the principle of least privilege, meaning users shall only have access to the data and systems necessary to directly perform their job duties.
- The IT department shall regularly review and audit individual Remote Access privileges. Access may be revoked when it is no longer required or upon termination of employment or contract.
- Consultant and third-party access may be granted on a temporary basis for pre-approved projects, and access shall be revoked upon the completion of approved work.
- Use of specific web-based applications must be requested using the Remote Access Request Form and submitted to the IT Department in advance. The IT department shall vet the web-based software and either approve or deny such use or connection to Price City Resources.
- Web based applications shall be used only on a temporary basis to allow consultant access for technical support issues. Access shall be revoked immediately after the issue has been resolved or at any time for any reason by Price City's IT Department.

## 4.2 Device Requirements

- **Price City-Issued Devices:** Price City-issued laptops and other devices used for Remote Access must comply with all Price City security policies, including but not limited to:
  - Installation of and adherence to Price City-approved anti-virus and anti-malware software, which must be kept up-to-date.
  - Regular patching and updates of the operating system and all software.
  - Adherence to Price City guidelines for device configuration and security settings. These settings are managed and adjusted by the Price City IT Department. Contact the Price City IT Department for current guidelines.
  - Devices shall not be shared with Unauthorized Users.
- **Personal Devices:** Personal devices (non-city owned) are not considered approved devices.

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Therefore, the use of personal devices shall not be allowed for Remote Access use under any circumstances.

#### **4.3 Acceptable Use**

- Remote Access is to be used solely for legitimate Price City business purposes. Personal use is not permitted.
- Authorized Users are responsible to ensure that Price City data accessed remotely is protected from unauthorized access, disclosure, or modification.
- Sensitive Price City information shall only be stored on authorized Price City Resources and shall not be copied or stored on outside resources.
- Users shall not attempt to bypass or disable any security controls implemented for Remote Access.
- Downloading or installing unauthorized software or applications on Price City-issued devices is strictly prohibited.

#### **4.4 Data Security and Confidentiality**

- All Price City data accessed remotely must be treated with the same level of security and confidentiality as if it were accessed from within the Price City's physical premises.
- Users shall take precautions to prevent unauthorized individuals from viewing sensitive information displayed on their screens.
- Price City data shall not be copied, transferred, or shared with unauthorized individuals or external parties.
- In the event of a lost or stolen device used for Remote Access, the user must immediately notify the IT Department so that appropriate security measures may be taken, including disabling the device's Remote Access.

#### **4.5 Monitoring and Auditing**

- Price City reserves the right to monitor and audit all Remote Access activity to ensure compliance with this policy and to detect and respond to security incidents.
- Logs of Remote Access connections and activities may be retained and reviewed in accordance with the Price City's data retention policy. Remote Access logs are managed, maintained, and adjusted by the Price City IT Department. Contact the Price City IT Department for current guidelines.
- By using Remote Access, users consent to such monitoring and auditing.

#### **4.6 Incident Reporting**

- Any security incident, suspected or otherwise, shall be reported immediately by **Phone** to the IT Department. This includes but not limited to: lost or stolen devices, unauthorized access attempts, virus alerts, pop-up windows, rogue program installations, phishing

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attempts, or data breaches.

## **5. Enforcement**

Violation of this Remote Access Policy may result in disciplinary action, loss of Remote Access privileges, and up to and including termination of employment or contract, as well as potential legal consequences in compliance with the Price City Personnel Policies and Procedures Manual.

## **6. Policy Review and Updates**

This policy shall be reviewed and updated periodically to reflect changes in technology, business needs, and security threats. The latest version of this policy will be made available to all Authorized Users.

## **7. User Acknowledgement**

Authorized Users shall receive a copy of this policy document (Price Municipal Corporation Remote Access Policy.) Authorized Users shall sign and date the attached Remote Access User Acknowledgement Form, and submit to their department supervisor and/or the IT department. A copy of the signed form shall be retained by the IT Department and placed in the Authorized User employee file or contractor project file as applicable.

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**Price Municipal Corporation Remote Access User Acknowledgement Form**

I have received and read a copy of the Price Municipal Corporation Remote Access Policy.

By accessing Price City's Company Resources remotely, you acknowledge that you have read, understood, and agree to comply with the Remote Access Policy.

---

Signed

Date

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**REQUEST FOR FEE WAIVER/HOPE SQUAD**

Happy New Year, Jaci!!!

Attached is my annual request to reserve the Peace Gardens for our two events in September: the Annual Candlelight Vigil on the 10th and our annual Southeast Utah Hope Walk on the 13th. I put both requests on one form, I hope that is okay. If not, I have no problem submitting them as two requests.

I am hoping the council will again waive the fee for the usage of the gardens as well as the power supply we'll need. In return, Price City will be listed as a Sponsor with an in-kind donation.

Please let me know if you have any questions or concerns. I hope all is well!

Thank you!!!

**FCCBH**



**Ana IdaMcII dDsh**

Suicide Prevention Uaisal



690E MarlPric:e, Uta,84501

45E100S.Castle Dale.UT 84513



**QPR GATEKEEPER BOPF SQUAD**

46616x>HIS11V10a> UT84532  
.1oy1gnterstfux)in

**IMPORTANT NOTICE**

This e-mail contains information from Four Comen Community Behavioral Health, which is confidential and/or legally privileged. All Personal Health Information is **HIGHLY CONFIDENTIAL** and is intended for the exclusive use of the addressee. It is to be used only to aid in providing specific healthcare services to the specified individual. Any other use is a violation of Federal Law (HIPAA) and will be reported as such. The information is intended only for the use of the individual or entity named on this e-mail. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited and that the e-mail should be deleted immediately. If you have received this e-mail in error, please notify us by return e-mail immediately.

**tlili'l Peace Garden Request SPAM 2025.pdf**  
ICI 132K

**Jaci Adams** <jacia@priceutah.net>  
To: Amanda McIntosh <amcintosh@fourcorners.ws>

Wed, Jan 8, 2025 at 7:54 AM

Hi Amanda,

Happy New Year to you as well. I will submit the reservation to Shiloh and make sure it gets added to the calendar. I will have this on the 08-13-2025 City Council consent agenda, as usual. Let me know if you need anything else and have a great day!

[Quoted text hidden]



## VOCA GRANT AWARD



### State of Utah

OFFICE FOR VICTIM OF CRIME

CHYLENE RICHHEY  
DRAFTED: (Q) JF

PE G.71 J. COX  
Gm'CuWT

DEIDRE I. HENDERSON  
*li eutenan t Gm-'OTKJr*

07/15/2025

Michael Kourianos  
Price City Police Department

Dear Michael Kourianos,

It is my pleasure to inform you that the Utah Office for Victims of Crime has approved the Price City Police Department Victims of Crime Act (VOCA) 2025-2027 application for funding under the VOCA Victim's Assistance Fund in the amount of **\$35,927.13** for year 1 and **\$35,927.13** for year 2 with a total award amount of **\$71,854.26**. VOCA victim assistance funds support states and communities, including American Indian tribes and Alaska Native villages, with direct services which respond to the immediate needs of crime victims, so that the severity of the psychological trauma is reduced; assist the victim in participating in the criminal justice process; and help restore the victim's sense of dignity, self-esteem, and coping mechanisms.

Enclosed you will find the award package. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

Please note, all project-related materials and accounting records must be maintained for a period of three years from the date of your last financial status report, unless an audit has been initiated or unresolved audit findings remain. All records must be maintained until the audit findings are resolved. Pursuant to CFR §200.332, recipients of this award are required to permit the awarding agency (UOVC) and auditors to have access to the recipient's records and financial statements as necessary for the awarding agency.

Please find a completed copy of your contract on the online grants management system at [utvictimscrime.my.site.com](http://utvictimscrime.my.site.com). Grant progress reports are due bi-annually, while the Performance Measurement Tool (PMT) reports are due quarterly. Financial reimbursement requests may be submitted monthly or quarterly.

If you have any questions regarding this award, please contact Tiffany Mower UOVC, Grant Analyst, at or [tmower@utah.gov](mailto:tmower@utah.gov). We look forward to working with you during the coming program year.

Sincerely,

Chyleen Richey, Director  
Utah Office for Victims of Crime

	<p><b>Utah Office for Victims of Crime</b>  350 E 500 S #200  Salt Lake City, UT 84111  (801) 238-2360</p> <p><b>FEDERAL AWARD INFORMATION</b></p>	<p><b>Victims of Crime Act (VOCA) 2025-2027 Grant</b></p> <p><b>CFDA Number: 16.575</b>  Victims of Crime Act Federal Grants</p>
1. Subrecipient Name and Address  Price City Police Department 910N 700 E Price, Utah 84501-3167	7. Subaward No.  25VOCA29, 26VOCA29	
2. Subrecipient EIN No.  876000265	8. Subaward Period of Performance/Budget:  07/01/2025 - 06/20/2027	
3. Subrecipient Unique Entity Identifier (UEI).  E35ZBJATWR45	9. Amount of Federal funds obligated by this action to subrecipient:  \$71,854.26	
4. Project Title  Price City Police Department, Victim Services, VOCA Grant,(2025-2027)	10. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation:  \$71,854.26	
5. Funds used for Research & Development?  NO	11. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity  \$71,854.26	
6. Federal Award Project Description- Statutory Authority For Grant:  This project is supported under: 34 U.S.C. § 20103. (a) (OVC-VOCA Assistance)	12. Indirect Cost Rate  0%	
13. Federal Award Identification  Federal Award Number(s) FAIN, Dates and Amounts: <ul style="list-style-type: none"> <li>Your agency's award is allocated between the following Federal Award Numbers. Please note that these estimated allocations for each federal award may change throughout the year.</li> </ul> 2023-15POVC-23-GG-00470-AS \$10/01/2022, \$71,854.26		
14. Special Conditions  The above grant is authorized through the Utah Office for Victims of Crime as the pass-through entity. Contact information for the Awarding Official of UOVC is noted above. This project is approved subject to the conditions and limitations as set forth in the Certified Assurances and Grant Conditions. See attached pages.		

Agency Approval	Subrecipient Acceptance
15. Name and Title of Approving Official  Chyleen Richey, Director	16. Name and Title of Authorized Recipient Official  <b>Michael Kourianos</b> <b>Mayor</b>
17. Signature of Approving Official  	18. Signature of Authorized Recipient Official  
19. Date  f/1b/LULb	20. Date  <i>f/1b/LULb</i>

## 2025-2027 VOCA GRANT AWARD CONDITIONS

Utah Office for Victims of Crime (UOVC)  
350 East 500 South, Suite 200  
Salt Lake City, UT 84111

*The VOCA award conditions were last updated June, 2025.*

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### ave CERTIFIED ASSURANCES

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**1. Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards**

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

**2. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

**3. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

## UTAH OFFICE FOR VICTIMS OF CRIME

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

### **4. Application of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

### **5. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

## UTAH OFFICE FOR VICTIMS OF CRIME

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

### **6. Requirement for data on performance and effectiveness under the award**

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

### **7. Compliance with DOJ Grants Financial Guide**

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

### **8. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### **9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that

## UTAH OFFICE FOR VICTIMS OF CRIME

pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

### **10. Effect of failure to address audit issues**

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

### **11. Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

## UTAH OFFICE FOR VICTIMS OF CRIME

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

### **12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relates to an equal employment opportunity program.

### **13. Employment eligibility verification for hiring under the award**

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this **award** requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with

## UTAH OFFICE FOR VICTIMS OF CRIME

this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

### 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance **with** this condition.

### 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

### 4. Rules of construction

#### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

#### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.8., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

#### **14. OJP Training Guiding Principles**

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

#### **15. Determination of suitability to interact with participating minors**

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

#### **16. Potential imposition of additional requirements**

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

#### **17. Restrictions and certifications regarding non-disclosure agreements and related matters**

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an

UTAH OFFICE FOR VICTIMS OF CRIME

investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

**1. In accepting this award, the recipient--**

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--**

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency

making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**18. Reclassification of various statutory provisions to a new Title 34 of the United States Code**

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

**19. Requirement to report actual or imminent breach of personally identifiable information (PII)**

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**20. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ**

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP\\_C\\_omplianceReporting@o\\_jp.usdo\\_j.gov](mailto:OJP_C_omplianceReporting@o_jp.usdo_j.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**21. Encouragement of policies to ban text messaging while driving**

## UTAH OFFICE FOR VICTIMS OF CRIME

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

### **22. All subawards ("subgrants") must have specific federal authorization**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

### **23. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

### **24. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>

(Award condition : Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

**25. Requirement to report potentially duplicative funding**

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication offunding.

**26. Reporting potential fraud, waste, and abuse, and similar misconduct**

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline> .

**27. Requirements related to System for Award Management and Universal Identifier Requirements**

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM .

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

## UTAH OFFICE FOR VICTIMS OF CRIME

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### **28. Restrictions on "lobbying"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### **29. FFATA reporting: Subawards and executive compensation**

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

**30. VOCA Requirements**

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

**31. Discrimination Findings**

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

**32. Access to services - Limited English Proficiency (LEP)**

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

**33. Acknowledgment of Conditional Federal Grant Terms and Funding Availability**

This contract is for grant funding that the State of Utah, Commission on Criminal and Juvenile Justice, (COJ) administers that originates from the United States Department of Justice, Bureau of Justice Assistance and the Office on Violence Against Women. To continue program activities designed to

maintain public safety services, COJ has determined that it will proceed with this agreement. COJ anticipates that new grant guidance may be issued in 2025 to reflect the DOJ's revised policies and priorities. New DOJ guidance could impact terms and conditions and the availability of funding for any grants that are executed from this solicitation. COJ will share new grant conditions, guidance, and requirements with all grantees as they become available. In some instances, executed grant contracts may be revised or canceled. Awarded funding pursuant to this solicitation, the terms, the conditions, and the availability of continued funding are subject to future communications and guidance from DOJ.

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## UOVC GRANT CONDITIONS

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### **1. Obligation of grant funds**

The subrecipient agrees that it will only expend or obligate grant funds, including state and local match, during the grant period. Grant funds may not be obligated prior to the effective date or subsequent to the termination date of the grant period. The subrecipient may only charge to the award allowable costs incurred during this grant period. Such obligations must be related to goods or services provided and utilized within the grant period. All properly incurred obligations must be liquidated no later than the due date of the subrecipient's final federal reimbursement request. No new obligations may be made during the liquidation period.

### **2. Utilization, payment, and limitations of funds**

The subrecipient agrees to only expend grant funds for purposes and activities covered by the subrecipient's approved project activities and budget. The subrecipient must not undertake any work or activities that are not described in the subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without a grant amendment.

The subrecipient agrees to complete and return the deobligation form provided by the Utah Office for Victims of Crime (UOVC) by the date identified by the UOVC. Payments will be adjusted to correct any previous overpayments or underpayments and any disallowances resulting from an audit.

### **3. Budget management**

The subrecipient must plan and budget for equipment and supplies early in the grant period to ensure the full benefit of the purchase is received. Moving personnel, purchasing excessive amounts of equipment and supplies, and requesting training funds during the last month of the grant period may not be undertaken merely for the purpose of using available funds, as this does not support the purpose of the program. Purchases should only be made for equipment and supplies needed for the current grant period.

**4. Requirements related to "de minimis" indirect cost rate**

A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise the UOVC in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

**5. Compensation and method of payment**

The UOVC will reimburse the subrecipient for the Federal share of approved program expenditures on a monthly or quarterly basis as financial status reports are submitted and approved up to the amount of approved federal expenditures. Funding under this award will be provided to the subrecipient on a reimbursement basis only after the payment request has been reviewed and approved by UOVC. Payments made to subrecipients before the expenses have been incurred must have prior written approval from the UOVC and will only be given in exceptional circumstances.

**6. Non-supplantation**

The subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

**7. Personal property**

The subrecipient shall retain in the grant program any non-expendable personal property acquired with grant funds as long as there is a need for the property to accomplish the purpose of the program, whether or not the program continues to be supported by grant funds. When there is no longer a need for the property to accomplish the purpose of the program, the subrecipient shall request property disposition instructions from the UOVC.

**8. Unallowable expenses**

The following is a list of activities that are unallowable and cannot be supported by the subrecipient using grant funds: (a) items that are not either part of the approved budget or separately approved by the UOVC; (b) the purchase of real property; (c) construction projects; (d) indirect or overhead cost rates which have not been approved by the federal government; (e) lobbying (except with explicit statutory authorization); (f) fundraising; (g) physical modifications to buildings, including minor renovations; (h) research projects; and (i) with the exception of the use of limited emergency funds for the immediate needs of victims, food and beverage costs are not allowable with the use of federal grant funds. For further guidance, the subrecipient will contact the UOVC.

**9. Misuse of award funds**

The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

**10. Termination or suspension**

The Director of the UOVC, upon a finding that there (1) has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the subrecipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the subrecipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.

**11. Providing grant funded services at no charge**

The subrecipient agrees to provide grant-funded services at no charge through the grant program.

**12. Financial audits**

A subrecipient expending more than \$750,000 in federal funds per year must submit audit reports to the UOVC annually. The audit report must comply with 2 C.F.R. Subpart F, referred to as a "Single Audit", and be submitted to the UOVC within one month of completion of the audit.

**13. Nonprofit tax-exempt status**

A subrecipient that is a nonprofit entity must make its financial statements available online (either on the subrecipient's website or on another publicly available website). A subrecipient nonprofit entity that has Federal 501(c)(3) tax status will be considered to be in compliance with this requirement, with no further action needed, to the extent that the subrecipient files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

**14. Third party participation**

The subrecipient agrees not to enter into contracts or other agreements with third parties for the execution of project activities or the provision of services in the grant program, unless entering into such agreements was either incorporated in the approved proposal or has been approved in advance by the UOVC in writing. Any such agreement with a third party must be in writing, and the subrecipient must provide a copy of the agreement to the UOVC as soon as possible, but no later than three business days

from the date it is fully executed. If the agreement is terminated prior to the end of the grant period for any reason, the subrecipient must provide written notice to the UOVC as soon as possible but no later than three business days from the date of termination. Services that are not specifically identified in the written agreement are not eligible for reimbursement. Any contracted or agreed-upon services provided outside the grant period, before the written agreement is finalized, or after the agreement has terminated are likewise not eligible for reimbursement.

Any such agreement must provide that the subrecipient will retain ultimate control and responsibility for the grant program and that the third-party contractor is bound by all grant conditions stated herein and any other requirements applicable to the subrecipient in the administration of the grant program. Beginning and end dates, services to be provided, and payment conditions must also be identified in the agreement.

Any such agreement must comply with the provisions of the DOJ Grants Financial Guide, as posted on the OJP website, including any updated version that may be posted during the period of performance. Third-party contractor fees exceeding \$650 per day for an 8-hour day or \$81.25 per hour require additional justification and written approval from the UOVC. In addition, the subrecipient must follow its internal procurement policies when entering into such agreements.

## **15. Purchasing**

The subrecipient agrees to maintain and comply with internal purchasing policies, including policies governing travel, purchasing supplies and equipment, and entering into contractual agreements.

## **16. Travel policy**

Subrecipients may follow their own established travel rates if they have an established travel policy and as long as they do not exceed the federal rates set by the General Services Administration (GSA). The UOVC reserves the right to determine the reasonableness of an organization's travel policy. Rates must be standard across all funding sources and applied equally to grant and non-grant funded personnel. If the subrecipient does not have an established policy, they must adhere to the State of Utah travel policy: <http://finance.utah.gov/state-travel-a-2/correct-one-draft-2/>. Transportation costs for air and rail must be at coach rates.

## **17. Funding for computer networks**

The subrecipient understands and agrees that (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

## **18. Information systems**

## UTAH OFFICE FOR VICTIMS OF CRIME

With respect to programs related to criminal justice information systems, the subrecipient agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of individual privacy and the assurance of integrity and accuracy of data collection.

### **19. Financial management systems**

The subrecipient agrees to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. The subrecipient must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of award funds. The subrecipient must properly track the use of award funds and maintain adequate supporting documentation including maintaining proper documentation for all paid grant and match staff and for all volunteer time reported. Further information is available in the DOJ Financial Guide.

### **20. Access to grant records**

The subrecipient must provide the UOVC, OVC, DOJ, Comptroller General, and the Office of the Chief Financial Officer (OCFO), and its representative, with access to and the right to examine all records, books, papers, or documents related to this award.

This includes promptly providing, upon request, financial or programmatic documentation related to this award, including documentation of expenditures and achievements.

The subrecipient understands that it may be subject to additional financial and programmatic onsite monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

### **21. Auditing, Monitoring and Evaluation**

The subrecipient must provide accounting, auditing, monitoring, and other evaluation procedures as may be necessary to assure fiscal control, proper management, and efficient disbursement of award funds. Additionally, the subrecipient agrees that it shall maintain such data, records, and information and submit such reports, in such form, at such times, and containing such information as the UOVC may require.

Based on the UOVC's assessment of each subrecipient's current and/or previous funding, unresolved audit issues, delinquent programmatic and fiscal reporting, and prior performance, a subrecipient may be designated by the UOVC as "high risk." Awards to high-risk subrecipients may carry special conditions, such as increased monitoring and/or prohibitions on drawing funds, until certain requirements are met.

### **22. Compliance with request for proposal solicitation requirements**

The subrecipient must comply with all requirements outlined in the request for proposal (RFP) solicitation under which the approved application was submitted. The RFP solicitation is hereby incorporated by reference into this award.

**23. Grant primary point of contact**

There shall at all times during the life of the grant agreement be an individual appointed by the subrecipient as the Primary Point of Contact (POC). This individual will be responsible for program planning, operation and administration of the grant program. The subrecipient is responsible for maintaining updated contact information in the Utah Grants Management System (GMS).

**24. UOVC Grant Management Training**

The subrecipient agrees that the POC and financial point of contact (FPOC) for this grant program will either attend a UOVC grant management training or review the recordings of the training. In the event that the POC or FPOC for this program changes during the grant period, the new POC or FPOC must review a recorded grant management training within 60 days of the date of hire.

**25. Grant amendments**

Subrecipients must obtain a grant amendment from the UOVC for major changes to the grant program. These include: (a) changes to program goals, objectives, or activities; (b) changes to the POC and other grant-funded personnel; and (c) changes to the approved project budget. Proposed grant amendments must be submitted through GMS.

**26. Quarterly financial reimbursement reports**

The subrecipient must submit, at a minimum, quarterly financial reimbursement reports to the UOVC through GMS by the 30th of each month following the end of each quarter. The final report shall be submitted not later than 15 days following the end of the grant period.

Subrecipients may also choose to submit financial reimbursement requests on a monthly basis by the last day of the month.

**27. Performance progress reports**

The subrecipient agrees to submit quarterly performance progress reports that describe activities conducted during the reporting period, including program effectiveness measures. Reports must be submitted throughout the grant period, even if no funds were spent and no activities were conducted in a given reporting period. Delinquent reports may affect future award decisions and may lead to suspension and/or termination of the award.

**28. Report to governing entity**

## UTAH OFFICE FOR VICTIMS OF CRIME

The subrecipient must provide two reports during the program year to the local, state, or non-profit governing entity (such as the city council, county commission, or board of directors) receiving the grant funds. Such reports should be presented live, either virtually or in-person, unless an alternative presentation method is approved by the UOVC. The reports must include crime categories under which crime victims are served, types of services provided, and program accomplishments as described in the "Record of Providing Effective Services" section of the quarterly progress report. Grant funded personnel must participate in the report presentations.

### **29. Civil Rights training requirement**

The subrecipient agrees to meet the civil rights training requirements through viewing the online Civil Rights and Discrimination Policies training offered through the Utah Commission on Criminal and Juvenile Justice (CCJJ) on their website: <http://justic.e.utah.gov/grants/grant-resources/>. The subrecipient must complete this training in the first quarter of each grant year.

### **30. Equal Employment Opportunity Plan(EEOP)**

As a subrecipient of Department of Justice funding, the subrecipient agrees to comply with the requirements regarding Equal Employment Opportunity Plans (EEOP). The purpose of the EEOP is to make sure that subrecipients are providing equal employment opportunities to all individuals regardless of sex, race, or national origin.

Subrecipients must develop an EEOP if they meet all of the following criteria:

- a. The subrecipient is a state or local government agency or a business; and
- b. The subrecipient has 50 or more employees; and
- c. The subrecipient has received a single award of \$25,000 or more.

Subrecipients are exempt from the EEOP requirement, if they meet any of the following criteria:

- a. The subrecipient is a nonprofit organization, a medical or educational institution, or an Indian Tribe; or
- b. The subrecipient has less than 50 employees; or
- c. The subrecipient received a single award for less than \$25,000.

All subrecipients must complete a Certification Form in which they declare their EEOP obligations. All subrecipients, unless otherwise exempted, must develop an EEOP plan. EEOPs and Certification Forms should be prepared and submitted electronically through OCR's EEO Reporter Tool, at <http://ojp.gov/about/ocr/eeop.htm>.

### **31. Access to services - Limited English Proficiency (LEP)**

Subrecipients must ensure that Limited English Proficiency (LEP) persons have meaningful access to the services under this grant program. National origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take

reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

**32. Crime Victim's Rights**

Subrecipients understand that certain state and federal laws exist setting a minimum level of rights for victims of crime. Subrecipients agree to extend any and all rights and services that are required by law. This includes informing crime victims of remedies should their rights be violated. Subrecipients understand the legal rights extended to victims of crime and will train all relevant employees and volunteers in those rights. Subrecipients specifically agree to comply with all victim rights laws.

**33. Conflict of interest**

All subrecipients must disclose in writing to the UOVC any potential conflict of interest. A potential conflict of interest occurs when an employee, contractor, or volunteer involved in the administration of the grant program has a personal or business interest that may conflict with their professional obligations or responsibilities to the program or affect their ability to objectively execute their duties to the program. A potential conflict of interest must be disclosed to the UOVC as soon as possible, but not later than 24 hours from the time it is discovered.

**34. Subrecipient program income**

The subrecipient understands and agrees that the UOVC has responsibility for approval of program income earned by the subrecipient. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a nonfederal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. In most cases, a subrecipient will not be permitted to generate program income as part of the grant program. In order to add program income to a grant program, the subrecipients must obtain written approval from the UOVC prior to generating any income. Any program income added to an award must be used to support activities that were approved in the budget and follow the conditions of the award agreement. Without prior approval from the UOVC, program income must be deducted from the subrecipient's total allowable costs to determine its net allowable costs.

**35. Copyrighted works**

Pursuant to 2 C.F.R. 200.31S(b), the subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. The UOVC, along with the OVC, reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

In addition, the subrecipient (or contractor, or subcontractor of this award at any tier) must obtain advance written approval from the UOVC program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the subrecipient (and of each contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

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## VOCA GRANT SPECIAL CONDITIONS

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**1. Activities that compromise victim safety and recovery and undermine offender accountability**

The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived membership in a protected class set forth in 34 U.S.C § 20110(e), age criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving UOVC-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the application was submitted.

**2. Match requirement**

Subrecipients shall contribute (i.e., match) not less than twenty percent (cash or in-kind) of the total cost of each project, except for subrecipients that are federally-recognized American Indian or Alaska Native tribes, or projects that operate on tribal lands.

Failure to meet the match requirement may result in a required repayment of the federal funds associated with those unmet match dollars.

**3. Publication disclaimer**

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. \_\_\_\_\_ awarded by the Office for Victims of Crime, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice."

**4. Use of volunteers**

The subrecipient assures that the agency will utilize volunteers.

**S. Subgrant award report {SAR}**

The subrecipient agrees to submit a Subgrant Award Report (SAR) to OVC within ninety (90) days of receiving award funds.

**6. VOCA victim assistance rule**

Subrecipients must assure they adhere to all requirements listed in 28 CFR § 94.111-122.

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## **FORMS FOR CERTIFICATION**

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1. Certification Regarding Lobbying (Page 24)
2. VAWA Confidentiality Acknowledgement Form (Page 25)
3. Rape Crisis Mandate (Page 28)
4. Privileged Communications with Victim Advocates Mandate (Page 29)

## CERTIFICATION REGARDING LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Subrecipient's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31U.S.C. § 1352.

By signing your name, you are hereby declaring that you agree to the terms and conditions of the preceding document and assure that all the information provided herein is accurate.

Price City

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NAME OF AGENCY

Michael Kourianos

Mayor

---

AUT OJZEJ> OFFflh; PRINT NAME

TITLE

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7/16/2025

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AUTHORIZED OFFICIAL SIGNATURE

DATE

**Acknowledgement of Notice of Statutory Requirements to Comply with the  
Confidentiality and Privacy Provisions of the Violence Against Women Act, as  
Amended**

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Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 1392S(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

**(A) In general**

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

**(B) Nondisclosure**

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor. If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

**(C) Release**

If release of information described in subparagraph (B) is compelled by statutory or court mandate- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and (ii) grantees and subgrantees shall take steps

## UTAH OFFICE FOR VICTIMS OF CRIME

necessary to protect the privacy and safety of the persons affected by the release of the information.

### **(D) Information sharing**

(i) Grantees and subgrantees may share-

(1) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;

(II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and

(111) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may-

(1) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;

(II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

### **(E) Statutorily mandated reports of abuse or neglect**

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

### **(F) Oversight**

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individual s.

### **(G) Confidentiality assessment and assurances**

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Michael Kourianos

Mayor

Typed Name of Authorized Representative

ntle

435-650-5049

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7/16/2025

Signature of Authorized Representative

Date Signed

Price City

Agency Name

## RAPE CRISIS COUNSELOR MANDATE FOR THE STATE OF UTAH

### (Applicable to Non-Profit Organizations)

The Utah Office for Victims of Crime requires all non-profit organizations (501(c)3) receiving grant funding who provide rape crisis services to certify their compliance with the Confidential Communications for Sexual Assault Act, Utah State Judicial Code 77. All Sub grantee staff and volunteers who provide direct services to victims of sexual violence must complete 40 hours of training in assisting victims of sexual assault. Training to certify as a Rape Crisis Counselor must be provided by a Utah Rape Crisis Program or a State Sexual Assault Coalition.

Confidential Communications for Sexual Assault Act

Utah **State** Judicial Code Section **77-38-201-204**

AS THE DULY AUTHORIZED REPRESENTATIVE OF THE APPLICANT, I HEREBY CERTIFY THAT THE APPLICANT IS IN COMPLIANCE WITH THE TRAINING MANDATE STATED ABOVE (SIGN BELOW)

 Michael Kourianos

7/16/2025

---

AUTHORIZED OFFICIAL SIGNATURE

DATE

**INITIAL IN THE APPLICABLE BOX. TYPE "N/A" IN ANY BOXES THAT DO NOT APPLY.**

**N/A**

IF YOU ARE NOT

CURRENTLY IN COMPLIANCE WITH THE TRAINING MANDATE STATED ABOVE,  
PLEASE CHECK THE BOX AND SUBMIT A LETTER REQUESTING A 90 DAY  
EXTENSION IN ORDER TO COMPLY.

**N/A**

PLEASE CHECK THIS

BOX IF YOU **ARE NOT A RAPE CRISIS COUNSELOR AND ARE NOT REQUIRED**  
**TO COMPLETE THIS TRAINING**

## PRIVILEGED COMMUNICATIONS WITH VICTIM ADVOCATES MANDATE

The Utah Office for Victims of Crime requires all non-profit and government organizations receiving grant funding who provide direct services to crime victims to certify their compliance with the [Privileged Communications with Victim Advocates Act](#).

All subgrantee staff and volunteers who are considered "Criminal justice system victim advocates" (in accordance with Utah Code 77-38-403 (4)) must complete 40 hours of trauma-informed training in crisis response, the effects of crime and trauma on victims, victim advocacy services and ethics, informed consent, and privileged confidential communication in accordance with Utah Code 77-38-401-405. Training must be approved or provided by the Utah Office for Victims of Crime.

All subgrantee staff and volunteers who are considered "Non government organization victim advocates" (in accordance with [Utah Code 77-38-403 \(4\)](#)) must complete 40 hours of trauma-informed training in assisting victims specific to the specialization or focus of the non government organization advocacy services provider and privileged confidential communication in accordance with [Utah Code 77-38-401-405](#). Training must be either approved/provided by the Utah Office for Victims of Crime or meet other minimally equivalent standards set forth by the non government advocacy victim services provider.

**Privileged** Communications with Victim Advocates Act  
Utah State Code of Criminal Procedure Section 77-38-401-405

AS THE DULY AUTHORIZED REPRESENTATIVE OF THE APPLICANT, I HEREBY CERTIFY THAT THE  
**APPLI/J. LIANC** WITH THE TRAINING MANDATE STATED ABOVE (SIGN BELOW)

1

7/16/2025

**AUTHORIZED OFFICIAL SIGNATURE**

DATE

**INITIAL IN THE APPLICABLE BOX. TYPE "N/A" IN ANY BOXES THAT DO NOT APPLY.**

N/A

IF YOU ARE NOT

CURRENTLY IN COMPLIANCE WITH THE TRAINING MANDATE STATED ABOVE, PLEASE CHECK THE BOX AND SUBMIT A LETTER REQUESTING A 90 DAY EXTENSION IN ORDER TO COMPLY.

NA

**PLEASE CHECK THIS**

**BOX IF YOU ARE NOT A VICTIM SERVICES ORGANIZATION AND ARE NOT  
REQUIRED TO COMPLETE THIS TRAINING**

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## VOCA SIGNING PAGE

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By signing your name, you are hereby declaring that you agree to the terms and conditions of the preceding document and assure that all the information provided herein is accurate.

Michael Kourianos

Mayor

---

AUTHORIZED OFFICIAL PRINT NAME

TITLE

 Michael Kourianos

---

7/16/2025

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AUTHORIZED OFFICIAL SIGN

DATE

 TM

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Grant Analyst  
Review Completed

## Price City Police Department Travel Request and Authorization

Date: 07/29/2025

Employee : Kelly Maynes

Purpose of Travel : CIT International Conference

Agency Sponsoring Activity: CIT Utah

Destination: Anaheim, CA

Dates employee will be involved in training (include travel time): 08/10/25-08/13/25

Expenses will be reimbursed to the City by: CIT Utah after conference has been completed.

---

### Method of Travel:

City Vehicle (gas) \$ \_\_\_\_\_

Personal Vehicle (gas)

Flight+ Transportation \$651.95 Flight (on Visa)  
\$74.00 Transportation (on Visa) \$ \_\_\_\_\_

**Meals:** Breakfast: \$48.00 \$ 198.00

Lunch: \$38.00

Dinner: \$112.00

**Lodging:** Marriott Anaheim Aug 10-Aug 13 \$757.89 (on Visa) \$ \_\_\_\_\_

**Registration Fees:** \$ 550.00 (on Visa)

(On Visa)

**Other Expenses:** ----- \$ \_\_\_\_\_

**Total (estimate):** \$ 2,231.84

\*\*\*\*\*

Submitted by: ----- C\*\*\*-!!!hi e!\_Bran do!..ln\_!SQLi o!ih-----

Submitted to City Council for Approval on -----



[Home](#) , [My profile](#) , Invoice# 32007

[Back](#)

# Invoice #32007

[Download PDF](#)

## Invoice details

Balance due \$0.00

Amount \$550.00  
[\\$550.00 paid on 10 Feb 2025](#)

Invoice# 32007

Date 10 Feb 2025

Origin [Event registration](#)  
2025 CIT International Conference (Anaheim Marriott, 700 West Convention Way, Anaheim, CA 92802)

Invoiced to Kelly Maynes, Price City Police Department  
[kellym@priceutah.net](mailto:kellym@priceutah.net)

Item	Amount
Registration for "2025 CIT International Conference" (11 Aug 2025 8:00 AM - 13 Aug 2025 4:00 PM (PDT), Anaheim Marriott, 700 West Convention Way, Anaheim, CA 92802), A. CIT International Member	\$550.00
Do you plan to attend the CIT Coordinator's Certification course, Sunday, Aug. 10 (8 hour class) - No	\$0.00
Do you need Continuing Education credits (For Licensed Clinicians only) - No	\$0.00

## Anaheim Marriott

CV 700 West Convention Way, Anaheim, California USA, 92802

Call to rr

Confirmation Number 1: 91265228

Your reservation is guaranteed to your Visa card.

## Stay Details

## STAY DATES

Sun, Aug 10, 2025 - Wed, Aug 13, 2025

## TOTAL FOR STAY

**757.89** USD

## ROOM TYPE

Bed Preference Not Accept, Guest room, King  
or Queen or Double

## ROOMS ADULTS

1 1

## ROOM PREFERENCES

No room preferences were selected.

## RATE

CIT 2025

### Summary of Charges

Sunday, Aug 10, 2025	215.00	USD
Monday, Aug 11, 2025	215.00	USD
Tuesday, Aug 12, 2025	215.00	USD
Total Cash Rate	645.00	USD
Estimated Government Taxes and Fees	109.65	USD
Convention/ Tourism Fee	3.24	USD

**Total for Stay****757.89** USD

**A. DELTA fi;**

Date of Purchase: Feb 10, 2025

**Salt Lake City, UT ► Orange County, CA**

## Passenger Information

KELLY ANDREW MAYNES  
SkyMiles#: 9331129842Confirmation Number: GGCE3Q  
Ticket Number: 0062305556627**FLIGHT**

Date ancl Flight	Stat us	Class	Sec1t/Cab1n
SLC ► SNA   Sun 10Aug2025   DL 1277	OPEN	T	
SNA ► SLC   Wed 13Aug2025   DL 1189	OPEN	X	

**DETAILED CHARGES**

## Air Transportation Charges

Base Fare: \$531.51 USO

## Taxes, Fees and Charges

United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$39.86 USO
United States - Passenger Facility Charge (XF)	\$9.00 USD
United States - Flight Segment Tax (ZP)	\$10.40 USO

Total: \$601.97 USO

Paid with Visa ending 0384

**SEATS**

Item name	Seat/Cabin	Charge
Main cabin exit row seat		\$ 24.99 USO
Main cabin exit row seat		\$ 24.99 USO
	Total	\$ 49.98 USO

Paid with Visa ending 0384

Total \$ 651.95 USO

**GRAND TOTAL** \$651.95 USO

[ABOUT DELTA](#)[CUSTOMER SERVICE](#)[SITE SUPPORT](#)[POLICIES](#)

ⓘ This link opens another site in a new window that may not follow the same accessibility policies as Delta Air Lines

© 2025 Delta Air Lines, Inc. ⓘ Travel may be on other airlines

Terms and conditions apply to all offers and SkyMiles benefits. See specific offer for details, and visit



# Price City Police Department

## Travel Request and Authorization

Date: 07/29/2025

Employees: Colton Greener, Brandon Ratcliffe

Purpose of Travel: Utah Narcotics Officer Association Conference

Agency Sponsoring Activity: UNOA

Destination: Saint George, Utah

Dates employee will be involved in training (include travel time): August 10-15, 2025

Expenses will be reimbursed to the City by: CMDTF

### Method of Travel:

**City Vehicle (gas)** \$ \_\_\_\_\_

**Personal Vehicle (gas)**

577 miles x 70 cents per mile \$ 403.90

**Meals:** All meals for 3 days x 2 = \$408.00  
Breakfast & lunch on 08/14 (Banquet dinner) x 2 = \$80.00  
First & last day of travel x 2 = \$204.00  
\$ 692.00

**Lodging:** August 10<sup>th</sup>–15<sup>th</sup>; 5 nights @ \$95.00 x 2 rooms + Tax  
Visa 1159 \$ 1,074.04

**Registration Fees:** Visa \$ \_\_\_\_\_

**Other Expenses:** \_\_\_\_\_ \$ \_\_\_\_\_

**Total (estimate):** \$ 2,169.94

\*\*\*\*\*

Submitted by: Captain Brandon Ratcliffe

Submitted to City Council for Approval on \_\_\_\_\_

## BUSINESS LICENSES

Account No: 3820  
 Business Activity: 552  
 Fee: \$150  
 CC Approval:  Yes  No Date: \_\_\_\_\_  
 License Sent: 7/21/2015  
 Health Dept: 7/16/2015

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## BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL

Business Information				
Business Status:	<input checked="" type="checkbox"/> New Business	<input type="checkbox"/> Location Change	<input type="checkbox"/> Name Change	<input type="checkbox"/> Ownership Change
Business Name (include DBA):	<u>AKM O&amp;v +().  S LLC</u>			
If Name Change, list previous name:				
Business Address:	<u>175</u> <u>200</u>		Suite/Apt. No.:	
City:	<u>Price</u>		Zip Code: <u>84501</u>	
Business Telephone:	<u>(435) 650 - 503</u>		Business E-mail:	<u>etl111M.Cwt ft"\\.,.l, lowr</u>
Mailin Address:	<u>111 rJ III\\, pt.JW o.,1&lt;L, /wt_</u>		City typ	<u>'1,(</u>
Property Owner's Name:	<u>Ah tt - l(.,'S t--t</u>		Property Owner's Telephone: <u>(435) 650-503</u>	
Type of Organization:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> fia'1..LC
(Include copy of name registration with the State of Utah)				
Type of Business:	<input type="checkbox"/> Commercial	<input type="checkbox"/> @' Home Occupation	<input type="checkbox"/> Reciprocal	
Nature of Business:	<input type="checkbox"/> Manufacturing	<input checked="" type="checkbox"/> Retail	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Services
Opening Date:	Business Hours: From _____ To _____ M T W TH F S SU (please circle)			
Detailed Description of Business: <u>5 hurt fY"\. Rtn ter. I - 4 ,!3t\ b</u>				
Commercial Square Feet:	No. of Arcade Games, Pool Tables, Etc.:		No. of Vending Machines:	No. of Mobile Home Spaces:
No. of Rental Units:	<u>2</u>	No. of RV Spaces:		No. of Beds: <u>5</u>
State Sales Tax I.D. No. (Include copy or proof of exemption): <u>if;&lt;0(3, 7 5J ..002 -'&gt;T1:</u>		Federal Tax I.D. No. (Include copy): <u>3'1- 303J. t q</u>		
State License No. (Include copy): <u>ILtS 55d j -ol&amp;0</u>		State License Type: <u>L.L.C.</u>		
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. <b>Check all that apply.</b>				
<input checked="" type="checkbox"/> Alcoholic Beverages		<input checked="" type="checkbox"/> Eating Establishment		<input checked="" type="checkbox"/> Amusement Center
<input checked="" type="checkbox"/> Pawnbroke		<input checked="" type="checkbox"/> Sexually Oriented Business		

Account No:

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&11  
3

Busin:5 :: i

Fee 3? U

CC Approval: Y E s Q No Date:

License Sent// J.1/101,

Health Dept: /

Price  
Utah

### BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY. ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

#### **Business Information**

**Business Status:**

D Ownership Change

If Name Change, list previous name:

Business Address:

8

Suite/Apt. No.:

City: \fliQ,

Zip Code:

[j)

Business Telephone:

( )

Business

(i lh\ltn

Mailing Address (if different):

---

Zip Code:

Property Owner's Name:

Property Owner's Telephone: ( )

Type of Organization:

Corporation

D Partnership

D Sole Proprietorship

(Include copy of name registration with the State of Utah)

LLC

Type of Business:

Commercial

D Home Occupation (complete below also)

D Reciprocal

O Home Occupation - Office Use Only

O Home Occupation - Activity OnSite

O Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b).

O Fee Waiver Requested: Price City Staff Completion of Supplemental Request Form and Attach

Nature of Business:

Manufacturing

Retail

Wholesale

Services

Other

Opening Date: Aug. 2025

Business Hours: From ~ 8 To 8 M T W TH F S SU (please circle)

#### **Detailed Description of Business:**

IV infusions & infections  
Botox

Hydrafacials  
Laser skin therapy

**State Sales Tax I.D. No. (Include copy or proof of exemption):**

**Federal Tax I.D. No. (Include copy):**

State License No. (Include copy):

State License Type:

THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. *Check all that apply.*

D Alcoholic Beverages

D Eating Establishment

O Amusement Center

D Pawnbroker

D Sexually Oriented Business

New Business  Location Change  Name Change

Business Name (include DBA): Revive n Thrive Wellness

48 S. Hwy 65

State:

UT

E-mail:

thrive2@gmail.com

Business Fax:

City:

State:

Glen Wells

C  
stration

Account'No: 30 t.l.  
 Business Activi r; yQj  
 Fee: B  
 CC Approval:  Yes  No Date: \_\_\_\_\_  
 License Sent \_\_\_\_\_  
 Health Dept: \_\_\_\_\_

Price Utah

**BUSINESS LICENSE APPLICATION**

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

**PLEASE TYPE OR PRINT LEGIBLY. ONLY COMPLETED LEGIBLE APPLICATIONS WILL BE CONSIDERED FOR APPROVAL.**

**BuAlnealInfomtation**

Business Status: <input checked="" type="checkbox"/> New Business	<input type="checkbox"/> Location Change	<input type="checkbox"/> Name Change	<input type="checkbox"/> Ownership Change
---	--	--------------------------------------	---

Business Name (include DBA): I .)} fu £Y press Car Wash

If Name Change, list previous name:

Business Address: <u>.)}."...SO"-f1,-\ Hwy 55</u>	Suite/Apt. No.:
---	-----------------

City: <u>rrcc</u>	State: <u>U.f"!!!!".</u>	Zip Code: <u>81 SO 1</u>
-------------------	--------------------------	--------------------------

Business Telephone <u>&lt;41-SJ G ;LB - ;;t.</u>	Business E-mail: <u>o-OM</u>	Business Fax: _____
--	------------------------------	---------------------

Mailing Address (if different): <u>PO Box 911839</u>	City: <u>St. George</u>	State: <u>U</u>	Zip Code: <u>84791</u>
--	-------------------------	-----------------	------------------------

Property Owner's Name:	Property Owner's Telephone: ( )
------------------------	---------------------------------

Type of Organization: <input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship	<input checked="" type="checkbox"/> LLC
--	--------------------------------------	--	---

*(Include copy of name registration with the State of Utah)*

Type of Business: <input type="checkbox"/> Commercial	<input type="checkbox"/> Home Occupation (complete below also)	<input type="checkbox"/> Reciprocal
---	--	-------------------------------------

Home Occupation - Office Use Only  
 Home Occupation - Activity On Site  
 Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b).  
 Fee Waiver Requested. Price City Staff Completion of Supplemental Review Form and Attach

Nature of Business: <input type="checkbox"/> Manufacturing	<input type="checkbox"/> Retail	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Services	<input type="checkbox"/> Other
--	---------------------------------	------------------------------------	-----------------------------------	--------------------------------

Opening Date: +=J1-4. ...=...f... Business Hours: From ..... To '1PM (M T W TH F1,)su (please re)

Detailed Description of Business: £;rpy--tSS -/-,...,..n,( c,J.-r W st-, w, 'fI,-\ s -e II' S-tV"°v<...  
 \) L\...vtS

State Sales Tax I.D. No. (Include copy or proof of exemption): <u>L/07&amp;Bot./-6</u> - <u>C..</u>	Federal Tax I.D. No. (Include copy): <u>Lf7- 4 1 AD45:</u>
---	--

State License No. (Include copy): AJA State License Type: ...<IA

**THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS.** Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. **Check all that apply**

<input type="checkbox"/> Alcoholic Beverages	<input type="checkbox"/> Eating Establishment	<input type="checkbox"/> Amusement Center
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<input type="checkbox"/> Pawnbroker	<input type="checkbox"/> Sexually Oriented Business
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Account No:

381.4--

Business r 0 130

CC Approval:  Yes  No Date: \_\_\_\_\_

LicenseS nt \_\_\_\_\_

Health Dept: \_\_\_\_\_

*Price*  
Utah

### BUSINESS LICENSE APPLICATION

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**PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.**

#### *Balness Information*

**Business Status:**

0 Location Change  0 Name Change  0 Ownership Change

BusinessName (include DBA):

If Name Change, list previous name:

Business Address: IJ. '2. J"-.

Suite/Apt. No.:

.J :JU fa1A')\ \ f) IJ'

**City:** IIE

State:

Zip Code #:

\*\*\*trc

Business Telephone:

<1/35) 1

Business Fax:

Mailing Address (if different):

State: Zip Code:

Property Owner's Name: A

Property Owner's Telephone: (4,5) 5"-;q--11

Type of Organization:  0 Corporation  O Partnership  0 Sole Proprietorship



(Include copy of name registration with the State of Utah)

0 Home Occupation - Office Use Only

O Home Occupation (complete below also)

0 Reciprocal

D Home Occupation - Activity On Site

0 Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b).

0 Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach

Nature of Business:  0 Manufacturing  O Retail  O Wholesale  M Services  O Other

Opening Date: \_\_\_\_\_ Business Hours: From . 1 To 7 \_\_\_\_\_ S SU (please circle)

**Detailed Description of Business:** 6ENG'tAL. U>P"1\I)(.T10P

**State Sales Tax i.p o** A (Include copy or proof of  
exemption):

State License No. (Include copy): 4S57'1.4b-afd) State License Type:

**THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS** . Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. **Check all that apply.**

0 Alcoholic Beverages  O Eating Establishment  O Amusement Center

0 Pawnbroker  O Sexually Oriented Business

New Business

MMIT ALL PHASE CONSTRUCTION

Ave

UT

Business E-mail:

draper2510@gmail.com

City:

DAVE &amp; SARAH RICHARDSON

Federal Tax I.D. No. (Include copy):

33-4324595

AccountNo:

30).-P')=noss 1 · ro 11

CC Approval: D Yes D No Date: \_\_\_\_\_

License Sent: \_\_\_\_\_

Health Dept: \_\_\_\_\_



### BUSINESS LICENSE APPLICATION

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**PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS WILL BE CONSIDERED FOR APPROVAL**

<i>Business Information</i>				
<b>Business Status:</b> <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change				
<b>Business Name (include DBA):</b> Price Apartment Associates, LLC      Homestead Landina Aoartments LLC				
If Name Change, list previous name: _____				
Business Address: 1433 E. Airport Rd.			Suite/Apt. No.: 100	
City: Price	State: UT		Zip Code: 84501	
Business Telephone: (435) 383-2223	Business E-mail: ldelgado@cjmdev.com		Business Fax: _____	
Mailing Address (if different): _____		City: _____	State: _____	Zip Code: _____
<b>Property Owner's Name:</b> Christopher J Miller		Property Owner's Telephone: (385) 246-1075		
<b>Type of Organization:</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> QI LLC <i>(Include copy of name registration with the State of Utah)</i>				
<b>Type of Business:</b> <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation (complete below also) <input type="checkbox"/> Reciprocal <input checked="" type="checkbox"/> Home Occupation - Office Use Only <input checked="" type="checkbox"/> Home Occupation - Activity On Site <input type="checkbox"/> Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b). <input type="checkbox"/> Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach				
<b>Nature of Business:</b> <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Services <input checked="" type="checkbox"/> Other				
<b>Opening Date:</b> Q8I06I2Q25 <b>Business Hours:</b> From 9:00 To 6:00 MT W TH F S SU (please circle)				
<b>Detailed Description of Business:</b> Homestead Landing is an apartment community. The nature of business will consist of: leasing apartment homes, maintaining the property and grounds, accepting rent payments, collections and accomadating the daily needs of the tenants.				
<b>State Sales Tax 1.0. No. (Include copy or proof of exemption):</b>		<b>Federal Tax 1.0. No. (Include copy):</b> 88-3022411		
<b>State License No. (Include copy):</b> It..lo(bc1X1\P:>		<b>State License Type:</b>		
<b>THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS.</b> Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. <b>Check all that apply.</b>				
<input type="checkbox"/> Alcoholic Beverages		<input type="checkbox"/> Eating Establishment		<input type="checkbox"/> Amusement Center
<input type="checkbox"/> Pawnbroker		<input type="checkbox"/> Sexually Oriented Business		