

Mayor
MICHAEL KOURIANOS

City Attorney
THOMAS SITTERUD

City Recorder
SHERRIE GORDON

City Treasurer
SHARI MADRID

Finance Director
LISA RICHENS



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PRICE CITY COUNCIL

City Council

RICK DAVIS

AMY KNOTT-JESPERSEN

BOYD MARSING

LAYNE MILLER

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 5:30 PM on 09/25/2019. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. OPENING REMARKS
 2. PLEDGE OF ALLEGIANCE
 3. ROLL CALL
 4. SAFETY SECONDS - Councilmember Davis
 5. PUBLIC COMMENT
 6. RECOGNITION - Presentation of an award of recognition to Ron Brewer for his professionalism and work at the Water Treatment Plant.
- CONSENT AGENDA
7. MINUTES
 - a. Minutes of September 11, 2019 City Council Workshop
 - b. Minutes of September 11, 2019 City Council Meeting
 8. LIBRARY BASEMENT RAMP PROJECT - Consideration and possible approval to sign the CDBG Grant Contract for the Library Basement Ramp Project. This contract will provide \$37,889 towards the project.
 9. 100 NORTH/CARBON AVENUE SIGNAL REPAIR - Consideration and possible approval of repair of signal light by Oak Hollow Electric Company for \$8,377. Signal is owned by UDOT and damaged by Price City during water leak repair. Oak Hollow is one of only three contractors approved by UDOT for this type of work. All three were solicited and Oak Hollow is the lowest price.
 10. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Cydney Lehr at 790 N Cedar Hills Dr. and Nikki Kaye Sillitoe at 35 N 300 E.
 11. UNFINISHED BUSINESS

I, Sherrie Gordon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to ETV10 News. The agenda was also posted in City Hall, the City's website at www.pricedcityutah.net, and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html>. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

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

CERTIFICATE OF RECOGNITION

This certificate is awarded to

MR. RON BREWER

FOR DEDICATED SERVICE AND EXEMPLARY PERFORMANCE TO
PRICE CITY AND A PERSONAL COMMITMENT TO KEEP OUR
WATER SAFE AND OUR COMMUNITY HEALTHY

Price
Utah



Michael Kourianos, Mayor

September 25, 2019

Date

“DRAFT”

Minutes of the Price City Council Workshop
City Hall, Room 106
September 11, 2019 – 4:00 p.m.

Present:

Mayor Kourianos

Councilmembers:

Amy Knott-Jespersen

Rick Davis

Boyd Marsing

Terri Willis

Layne Miller

Items discussed:

1. Safety Seconds
2. Music, Meals & Mingle September 12, 2019 event
3. Main Street sidewalks
4. City's Adopt A Street
5. C on Woodhill painted
6. Bike park
7. Bike lanes
8. Councilmember reports
9. Committee reports

Adjourned: 5:20 P.M.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder

Minutes of the Price City Council Meeting
City Hall
Price, Utah
September 11, 2019 at 5:30 p.m.

Present:

Mayor Kourianos

Councilmembers:

Terry Willis

Rick Davis

Amy Knott-Jespersen

Boyd Marsing

Layne Miller

Brandon Sicilia, Police Chief

Sherrie Gordon, City Recorder

Lisa Richens, Finance Director

Miles Nelson, Public Works Director

1. Mayor Kourianos called the regular meeting to order at 5:30 p.m. He read a quote remembering 911 and asked for a moment of silence.
2. Mayor Kourianos led the Pledge of Allegiance.
3. Roll was called with the above Councilmembers and staff in attendance.
4. SAFETY SECONDS – Councilmember Miller commented on motorcycle safety and reminded everyone to watch out for them.
5. PUBLIC COMMENT – No public comment was received on any item.
6. RECOGNITION - Acknowledgement of service and presentation of service recognition awards to retiring Police Chief Kevin Drolc and retiring Fire Chief Paul Bedont.

The Mayor and Council congratulated the Chiefs on their spectacular careers and thanked them for their service to the community and presented them with a commemorative shadow box. Both Chiefs expressed their appreciation.

7. RESOLUTION NO. 2019-22 - A RESOLUTION AUTHORIZING NOT MORE THAN \$900,000 WATER AND SEWER REVENUE BONDS, TO FINANCE WATER AND SEWER SYSTEM IMPROVEMENTS; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT, MATURITY, INTEREST RATE AND DISCOUNT OF THE BONDS; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.

MOTION. Councilmember Willis moved to approve Resolution 2019-22. Motion seconded by Councilmember Miller and carried.

CONSENT AGENDA - Councilmember Davis moved to approve consent agenda items 8 through 16. Motion seconded by Councilmember Marsing and carried.

8. MINUTES
 - a. Minutes of August 28, 2019 City Council Meeting
9. PROMOTION - Consideration and possible approval of a career ladder promotion for Tina Rowley.
10. UDOT UTILITY LICENSE AGREEMENT - Consideration and possible approval of agreement with UDOT regarding maintenance of City utilities located in UDOT rights of way.
11. AGREEMENT - Consideration and possible approval of an economic development agreement with JN Auto Sales.
12. PRICE RIVER WATER RESOURCES COMMITTEE - Consideration and possible approval of schedule of meetings for the Price River Water Resources Committee for remainder of calendar year: October 8, November 12, and December 10. All meetings will be held at City Hall.

13. PRICE RIVER WATER RESOURCES COMMITTEE - Consideration and possible approval of bylaws for the Price River Water Resources Committee and initial members of committee.
14. USED MINI EXCAVATOR PURCHASE - Consideration and possible approval of purchase of used mini excavator for electrical department. One bid for \$19,500.00 was received September 4 from A-1 Rental & Sales Inc. Purchase is within budget.
15. BUSINESS LICENSE - Consideration and possible approval of a business license for Old West Company Store at 95 E Main Street.
16. TRAVEL REQUESTS - Consideration and possible approval of travel for:
Russell Seeley, Engineer - Fall APWA Conference, October 1-2, 2019, Sandy, UT
Miles Nelson, Public Works Director - Joint Highway Committee, September 26-27, 2019, Midway, UT
Bret Cammans, Customer Service Director - UAMPS, September 17-18, 2019, Salt Lake City, UT
Tawnya Kulow, Library Coordinator - State Library Uplift Training, October 16-17, 2019, Beaver, UT
17. UNFINISHED BUSINESS – Councilmember Miller reminded everyone of the Jagertown concert in the Peace Garden tonight beginning at 7:00 P.M. Mayor Kourianos reminded everyone of the Music, Meals & Mingle event scheduled for September 12, 2019.

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

MOTION. Councilmember Willis moved to close the regular City Council meeting. Motion seconded by Councilmember Davis and carried.

The regular City Council meeting was adjourned at 5:40 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder



CONTRACT NO.	
CONTRACTOR:	Price Municipal Corporation (Price City)
VENDOR NO.	04893D
PROJECT NAME:	ADA Access to Price City Library Basement
AWARD NUMBER: FAIN# B-19-DC-49-0001	B-19-DC-49-0001
CFDA #/TITLE:	14.228 Community Development Block Grant
CONTRACT ORIGINATOR:	Mary Jacobs
FEDERAL AGENCY:	HUD

CONTRACT
DEPARTMENT OF WORKFORCE SERVICES
HOUSING & COMMUNITY DEVELOPMENT DIVISION
1385 S. State, Salt Lake City, UT 84115

1. PARTIES: This contract is between the Department of Workforce Services:
Community Development Block Grants (CDBG)

(Board or Program)

Referred to as STATE, and the following CONTRACTOR
Price Municipal Corporation (Price City)

Name		
PO Box 893		
Address		
Price	Utah	84501
City	State	Zip
Norma Procarione	435-637-5010	435-637-5031
Contact	Phone #	Fax #

2. GENERAL PURPOSE OF CONTRACT:

This sub-award is a grant that will be used for construction of a new covered ADA Ramp from the southwest side of the current library to connect to the basement. Construction will also include an ADA ingress/egress door. (The Federal Award date is July 23, 2019. Price City does not have a Federal NICRA or de Minimus.)

3. CONTRACT PERIOD: Commencing on 07/01/2019 and terminating on 12/31/2020

4. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$37,889.00 , pursuant to the budget attached hereto as Attachment C

5. ATTACHMENTS:

- ✓ ATTACHMENT A – GENERAL PROVISIONS
- ✓ ATTACHMENT B - PROGRAM TERMS AND CONDITIONS
- ✓ ATTACHMENT C – BUDGET
- ✓ ATTACHMENT D – SCOPE OF WORK
- ✓ ATTACHMENT E – FEDERAL ASSURANCES/CERTIFICATIONS
- ✓ ATTACHMENT - FFATA

Execution

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

CONTRACTOR

APPROVED:

Price Municipal Corporation (Price City)

Organization Name

BY: _____

Signature

Date

Name

Title

STATE

**APPROVED: HOUSING & COMMUNITY
DEVELOPMENT DIVISION**

BY: _____

Jonathan D. Hardy, Director

Date

APPROVED - DIVISION OF FINANCE

BY: _____

Date: _____

ATTACHMENT A

HOUSING AND COMMUNITY DEVELOPMENT DIVISION

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- a) "Confidential Information" means information that is classified as Private or Protected, or otherwise deemed as confidential under applicable state and federal laws, including but not limited to the Government Records Access and Management Act (GRAMA) Utah Code 63G-2-101 et seq. The State Entity reserves the right to identify, during and after this Contract, additional information that must be kept confidential under federal and state law.
- b) "Contract" means the Contract Signature Pages, attachments, and documents incorporated by reference.
- c) "Contract Signature Pages" means the State cover pages that the State Entity and Contractor sign.
- d) "Contractor" means the individual or entity identified on the Signature Page, and includes grantees, sub-recipients, loan recipients, and each of their agents, officers, employees, volunteers, contractors, and partners.
- e) "Services" means the furnishing of labor, time, and effort by Contractor pursuant to this Contract. Services include, but are not limited to, any deliverables, supplies, equipment, commodities, and professional services required in accordance with this Contract.
- f) "Proposal" means Contractor's response to the State Entity's Solicitation.
- g) "Solicitation" means the documents and process used by the State Entity to obtain Contractor's Proposal.
- h) "State Entity" means the Department, Division, Office, Bureau, Agency, Board or other organization identified on the Contract Signature Pages.
- i) "State" means the State of Utah, including its officers, employees, agents, and authorized volunteers.
- j) "Subcontractors" means a person or entity under contract with the Contractor or another subcontractor to perform any services, including Contractor's manufacturers, distributors, and suppliers.

2. CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE: This contract is governed by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah.. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. LAWS AND REGULATIONS: The Contractor shall ensure that all supplies, services, equipment, and construction furnished under this contract complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Contractors receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).

4. RECORDS ADMINISTRATION: The Contractor shall maintain all records necessary to properly account for the payments made pursuant to this Contract. The records shall be retained by the Contractor for at least six years after the Contract terminates, or until all audits initiated within the six years, have been completed, whichever is later. The Contractor and any subcontractors shall allow State and Federal auditors, and State Entity Staff or their designees access to all records related to this Contract at no additional cost for audit, inspection, and monitoring of services, and shall allow interviews of any employees or others who might have information related to such records. Such access will be during normal business hours, or by appointment.

5. FINANCIAL REPORTING: Contractor must annually inform the State Entity in writing whether it is a nonprofit corporation and if so, whether it: (i) met or exceeded the dollar amounts listed in Utah Code 51-2a-201.5 in the previous fiscal year; and (ii) anticipates meeting or exceeding the dollar amounts listed in Utah Code: 51-2a-201.5 in the fiscal year the money is disbursed. Each nonprofit corporation and local entity shall comply with applicable provisions of Utah Code Title 51 Chapter 2a.

6. CONFLICT OF INTEREST: Contractor represents that none of its officers or employees are officers or employees of the State.

7. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and has no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding, and shall not perform any acts as agent for the State. Persons employed by or through the Contractor shall not be deemed to be employees or agents of the State and are not entitled to the benefits associated with State employment.

8. CONTRACTOR RESPONSIBILITY: Contractor shall comply with all Contract terms and is the sole point of contact with the State. Contractor shall incorporate the terms of this Contract into every subcontract relating to this Contract. Contractor is responsible for Subcontractors' compliance with this Contract.

9. INDEMNITY: Contractor is fully liable for the acts and omissions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs arising out of Contractor's performance of this Contract to the extent caused by caused by any omission, intentional act or negligent act of Contractor, its agents, employees, officers, partners, volunteers, or Subcontractors, without limitation. Contractor is not required to indemnify the State for that portion of any claim, loss, or damage arising due to the sole fault of the State Entity.

10. EMPLOYMENT PRACTICES: The Contractor shall abide by all State and Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e); Executive Order No. 11246; 45 CFR 90; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; as each may be amended.

11. DEBARMENT: The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract, by any governmental entity. The Contractor must notify the State Entity within ten days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Contract period.

12. TERMINATION: This contract may immediately be terminated with cause in advance of the expiration date, upon written notice being given by the other party. The party in violation may be given ten working days after notification, unless a longer cure period is authorized in writing, to correct and cease the violations, after which the Contract may immediately be terminated for cause. This Contract may be terminated without cause, in advance of the expiration date, upon thirty calendar days prior written notice being given the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. Contractor's sole remedy for any claims relating to termination is payment for Services properly performed up to the date of termination.

13. NONAPPROPRIATION OF FUNDS, OR CHANGES IN LAW:

13.1 Upon thirty days written notice, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State determines that a change in legislation or law materially affects the ability of either party to perform under the contract.

13.2 Upon thirty days written notice, this Contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State determines that a change in available funds affects the State Entity's ability to pay under the Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding as a result of a legislative act or order of the President or the Governor.

13.3 If a notice is delivered under paragraph 12.1 or 12.2 the State will pay the Contractor for services properly performed up to the date specified in the written notice. The State is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of notice. Contractor's sole remedy for any claims relating to non-appropriation is payment for Services properly performed up to the date of termination.

14. WARRANTY: Contractor warrants, represents and conveys full ownership and clear title to the goods provided under this Contract. Contractor warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Contract shall be new and free from defects; (c) goods and services perform according to all claims that Contractor made in its Response; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Contractor's Response; (f) goods are designed and manufactured in a commercially reasonable manner; and (g) goods create no harm to persons or property. Contractor shall warrant and assume responsibility for all goods that it sells to the State under this contract for a period of one year, unless a longer period is specified elsewhere in this contract. Contractor acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this contract. Product liability disclaimers and warranty disclaimers are not applicable to this contract. Remedies available to the State include but are not limited to: Contractor will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.

15. PAYMENT: Payments will be made within sixty days after a correct invoice is received. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within thirty days after the termination or expiration of this Contract, shall release the State from all claims and all liability to the Contractor. Notwithstanding the previous statement, no protest may be filed later than July 15 for any contract terminating or expiring June 30th. Payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any claims that the State may have against Contractor. If this Contract is funded in whole or in part by federal funds, then federal regulations supersede Attachment A to the extent of any conflict, including but not limited to completion of a pre-award risk assessment and certifications pursuant to 2 CFR 200.415. If travel expenses are permitted by the Solicitation, the authorized travel costs will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction. Contractor is solely responsible for the payment of all applicable taxes relating to payments received from the State for the Services.

16. INTELLECTUAL PROPERTY:

16.1 The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other. Unless agreed upon by the parties in writing, all materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this contract shall be considered work made for hire, and Contractor shall transfer ownership to the State Entity.

16.2 Contractor warrants that it does not and will not infringe on any copyrights, patents, trade secrets, or other propriety rights. Contractor will indemnify the State and hold the State harmless from and against all damages, expenses, attorney's fees, claims, judgments, liabilities, and costs in any claim brought against the State for infringement

17. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, transfer, subcontract responsibilities under this contract, in whole or in part, without the prior written approval of the State Entity. Contractor shall require each subcontractor, transferee and assignee to agree in writing to comply with the terms of this Contract.

18. UNUSED FUNDS: Any funds paid by the State that are not appropriately used as authorized by this Contract must immediately be returned to the State.

19. INELIGIBLE EXPENSES: Contractor expenditures determined by the State Entity to be ineligible for reimbursement because they were not authorized by the Contract or are inadequately documented, and for which payment has been made shall be immediately refunded to the State. The State may withhold subsequent payments under this or other Contracts until the recoupment of overpayments is made.

20. PUBLIC INFORMATION: This Contract, related pricing documents, and invoices are public documents available for distribution in accordance with the Government Records Access and Management Act (GRAMA). Contractor shall comply with GRAMA (UC 63G-2-309) to request a "protected" classification for a record or portion of a record, which may be granted in the sole discretion of the State.

21. PROCUREMENT ETHICS: Contractor shall not give or offer any compensation, gratuity, contribution, loan, reward, or promise to any person in any official capacity relating to the procurement of this Contract. Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

22. REMEDIES: Either of the following events constitute default: (i) Contractor's non-performance of a contractual obligation; or (ii) Contractor's breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten-day period in which Contractor will have an opportunity to cure. Time allowed for cure will not reduce Contractor's liability for damages. If the default remains after the cure period, the State Entity may: (i) exercise any remedy provided by law or equity; (ii) immediately terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future Contracts from the State; and (v) demand a full refund of payments for services that do not conform to this Contract.

23. FORCE MAJEURE: Neither party to this contract will be held responsible for unforeseeable, unavoidable delay or default caused by natural disaster, riot, war, or similar events not caused by the party claiming force majeure. The State may terminate this Contract after determining such delay or default will prevent successful performance of the Contract.

24. EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN: Notwithstanding Section 23 (Force Majeure), Contractors providing critical direct services to vulnerable populations, including but not limited to people experiencing homelessness, shall perform all services in conformity with this Contract. Contractor's performance will not be excused by force majeure. Contractor shall identify the critical functions and processes of its operations essential for providing the services required in this Contract. Contractor shall develop an emergency management and business continuity plan ("plan") that will allow Contractor to continue to operate those critical functions or processes during or following emergencies, pandemic, or other disruptions. Contractor shall ensure its plan addresses at least the following areas:

1. Evacuation procedures;
2. Temporary or alternate living arrangements, including arrangements for isolation or quarantine;
3. Maintenance, inspection, and replenishment of vital supplies, including food, water, clothing, first aid supplies and other medical necessities, including client medications; and the supplies necessary for infection control or protection from hazardous materials, etc.;
4. Communications (with Contractor staff, appropriate government agencies, and clients' families);
5. Transportation;
6. Recovery and maintenance of client records;
7. Staffing plans; and
8. Policies and procedures that address leave for employees unable to work and ensure the timely discharge of the Contractor's financial obligations.

Contractor shall evaluate and update its plan at least annually. Any modifications to Contractor's plan shall be reported to the State Entity within 10 days of the date the modifications are made. Contractor shall also provide the State Entity with a copy of the plan incorporating the identified modifications.

Contractor shall provide annual training for its staff on its plan.

25. CONFLICT OF TERMS: All Contract terms must be in writing and attached to the Contract. In the event of conflict, the order of precedence is: 1) Attachment A: Housing and Community Development Division; 2) Contract Signature Pages; 3) Attachment B: Program Terms and Conditions; 4) Budget; 5) Scope of Work; 6) Additional attachments and documents specifically incorporated by reference; and 7) Contractor's Proposal. Any provision attempting to limit the liability of Contractor or limit the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

26. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the parties in accordance with the Utah Procurement Code. Each amendment shall be attached to this Contract after execution. Automatic renewals are prohibited.

27. INSURANCE: Contractor shall maintain:

- i. Commercial general liability insurance from an insurance company authorized to do business in the State. The limits of this insurance will be no less than one million dollars per person per occurrence and three million dollars aggregate;
- ii. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State if Contractor may use a vehicle in the performance of Services. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be one million dollars per occurrence, combined single limit.
- iii. Contractor shall maintain higher insurance limits and any other insurance policies as required in the Solicitation;
- iv. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed; and
- v. For licensed professionals, professional liability insurance from an insurance company authorized to do business in the State. The limits of this insurance will be no less than one million dollars per person per occurrence and three million dollars aggregate;

Contractor shall add the State as an additional insured with notice of cancellation. Contractor shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Contract award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Contract and may result in immediate termination.

28. CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM: The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.

1. Contractor certifies, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State in accordance with applicable immigration laws.
2. Contractor shall require each of its Subcontractors to certify by affidavit, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State in accordance with applicable immigration laws.
3. Contractor's failure to comply with this section will be considered a material breach of this Contract.

29. SUSPENSION OF WORK: If the State Entity determines, in its sole discretion, to suspend Contractor's responsibilities but not terminate this Contract, it shall issue a written notice. Contractor's responsibilities will be reinstated upon written notice from the State Entity. Contractor's sole remedy in the event it objects to a suspension is to terminate the contract without cause.

30. MONITORING: The State Entity may, at any time, inspect the Services. If Contractor delivers nonconforming Services, the State Entity may at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or re-perform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

31. TIME OF THE ESSENCE: Services shall be completed by the deadlines stated in this Contract. For all Services, time is of the essence. Contractor is liable for all damages to the State Entity, the State, and anyone for whom the State may be liable as a result of Contractor's failure to timely perform the Services.

32. EVALUATIONS: The State Entity may conduct reviews, including but not limited to:

32.1: PERFORMANCE EVALUATION: A performance evaluation of Contractor's and Subcontractors' work.

32.2: REVIEW: The State Entity may perform plan checks, plan reviews, other reviews, and /or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

33. STANDARD OF CARE: Contractor and Subcontractors shall perform in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, including the type, magnitude, and complexity of the Services. Contractor is liable for claims, liabilities, additional burdens, penalties, damages, or third-party claims, to the extent caused by the acts, errors, or omissions that do not meet this standard of care.

34. CONFIDENTIALITY: Contractor shall ensure that its agents, officers, employees, partners, volunteers and Subcontractors keep all Confidential Information strictly confidential. Contractor shall immediately notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information. Contractor is responsible for any breach of confidentiality, including any required remedies and notifications. Upon termination or expiration of this Contract, Contractor will return all Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall survive the termination or expiration of this Contract.

35. PUBLICITY: Contractor shall submit in writing to the State Entity for pre-approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to approve the advertising and publicity. The State Entity shall respond in writing.

36. CONTRACT INFORMATION: Contractor shall provide name and contract information regarding job vacancies to the State Department of Workforce Services in compliance with UC 35A-2-203. This information shall be provided to the Department of Workforce Services for the duration of this Contract.

37. WAIVER: A waiver of any right, power or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. The State does not waive its sovereign or governmental immunity.

38. ATTORNEY'S FEES: In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

39. DISPUTE RESOLUTION: Prior to commencing a judicial proceeding, the parties agree to participate in the good faith negotiation or non-binding mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or experts to assist in the resolution of a dispute. If the State Entity appoints any experts, the State Entity and Contractor shall cooperate in providing information and documents to the experts.

40. SURVIVAL OF TERMS: Termination or expiration of this Contract shall not extinguish or prejudice the right to enforce this Contract with respect to any default or defect in the Services. The following provisions will survive termination or expiration of the Contract: Definitions; Contract Jurisdiction, Choice of Law and Venue; Laws and Regulations; Records Administration; Remedies, Dispute Resolution, Indemnity; Payment; Intellectual Property; Unused Funds; Ineligible Expenses; Public Information; Conflict of Terms; Confidentiality; and Publicity.

41. SEVERABILITY: The invalidity or unenforceability of any provision, term or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

42. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

Revised April 2019

ATTACHMENT B—PROGRAM GENERAL CONDITIONS

1. **MONITORING:** The State will monitor Contractor's performance in providing services and facilities in accordance with the purposes of this agreement, and may conduct one site visit during the contract period to inspect said performance. Criteria to be used in monitoring said performance includes compliance with the provisions of this agreement and the degree to which Contractor meets the Federal and State objectives established for the Community Development Block Grant Program as specified in Title I of the Housing and Community Development Act of 1974 as amended from time to time and as outlined in the "Community Development Block Grant Program Application Policies and Procedures."
2. **CRITERIA DOCUMENTATION:** During the term of this contract, the Contractor agrees to supply any additional information to the State which the State may require in completing and/or processing the Contractor's grant application for Community Development Block Grant funds. The Contractor also agrees to collect and analyze data pertaining to the manner in which work performed under this contract has (or will have) met one or more of the following criteria:
 - a) Benefit low and moderate income families;
 - b) Aid in the prevention or elimination of slums or blight; and/or
 - c) Meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.
3. **ASSURANCES THAT OTHER SOURCES OF PROJECT FUNDS ARE SECURED:** The Contractor, prior to the commencement of expenditures authorized by this agreement, agrees to provide to the State evidence that other sources of funds to be used for work described in the Scope of Work (if any) have been secured and are immediately available to the Contractor for the purpose of performing services and/or constructing facilities as described herein. The Contractor further agrees that all of the work described in Attachment C will be completed in a timely manner.
4. **COST PRINCIPLES AND ADMINISTRATIVE RULES:** The following State and Federal requirements apply to the financial management function for local CDBG programs: 2CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This part establishes uniform administrative rules for Federal grants including guidance on financial administration, procedures for control and disposition of property, and retention of records.
5. **REQUIRED REPORTING OF FINANCIAL PERFORMANCE:** In accordance with 2CFR 200.501, Audit Requirements, a non-Federal entity that expends \$750,000 or more in total Federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed. Determining the amount of Federal funds expended shall be based on actual cash spent, not notice of an award or execution of this or any other contracts. Recipients that expend less than the Federal assistance threshold are exempt from the Single Audit requirement; however, the recipient's financial records shall be available for review, monitoring or audit by appropriate officials of the Federal granting agency, the Department of Workforce Services, the State of Utah, any pass-thru entity and/or the General Accounting Office. Likewise, recipients may be asked to confirm in writing that their expenditure of Federal funds did not exceed the designated threshold in the appropriate fiscal year. The audit shall be completed and submitted to the Utah State Auditor's Office no later than six (6) months after the end of the recipient's fiscal year.
6. **SERVICES AND PROJECT REPORTING REQUIREMENTS:** The Contractor agrees to supply those activities as specified in the Scope of Work and in compliance with all relevant Federal regulations pertaining to the Small Cities Community Development Block Grant Program. In performance of said services, Contractor further agrees to submit a performance report to the State in a format designed by the State with all information compiled in compliance with paragraph 2 (above).
7. **IMPOSITION OF FEES AND GENERATION OF PROGRAM INCOME:** Contractor will not impose any fees for services rendered in connection with this contract. Notwithstanding any other provision of law, Contractor may at the State's option retain any program income that is realized from the grant if (1) such income was realized after the initial disbursement of the funds received by Contractor, and (2) Contractor can satisfactorily demonstrate that the program income received will be applied to continue the activity from which income was derived (3) State gives explicit permission to retain such and authorizes its distinct usage.
8. **PAYMENT WITHHOLDING:** The Contractor agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the State, Contractor's record-keeping practices and/or reporting to the State are not conducted in a timely and satisfactory manner, the State may withhold part or all of the payments under this contract until such time as in the opinion of the State such deficiencies have been remedied. In the event of

payment(s) being withheld, the State agrees to notify the Contractor in writing immediately upon denial of payment of the reasons for the denial and of the actions that the Contractor will need to take to bring about the release of withheld payments.

In addition to the possible denial of payment noted above, the contractor agrees that, upon execution of this contract, the State will retain the final five percent of the total amount specified herein until State representatives have completed project monitoring.

If any areas of non-compliance with CDBG regulations requiring correction on the part of the contractor are noted, the State reserves the right to refuse the grantee's request for final fund draw-down until satisfactory evidence of compliance has been submitted.

9. **PROJECT DURATION:** Contractors who have not utilized 90 percent of contract funds by the time that the contract term has reached its 18 month of operation should request an extension of the contract termination date in order to allow adequate time for the monitoring review to occur and any subsequent corrections to be made and final draw-down of funds to occur. Construction based contracts may not be able to complete their project within the allotted time frame unless they have met various milestones near the end of the final year of their contract. Any requests for construction contract extensions beyond December 31 will be based on how a Contractor has met the following milestones:

- HUD Environmental Review Record (ERR) —Completed and approved prior to July 31, 2019
- Engineering design and bid—Ready with specifications completed by December 29, 2019
- Advertisements for bids—Published prior to March 30, 2020
- Bid award—Issued by April 30, 2020
- Notice to proceed—Issued by May 31, 2020

The State will closely monitor each Contractor's progress according to these deadlines. If a Contractor fails to meet these deadlines, the State will invoke the right to terminate the contract on the basis that it cannot be completed within the contract time limits. The State must give each Contractor a 45-day notice of termination, and if the Contractor can meet the deadlines, then the termination will be canceled and the project may proceed. The Contractor may appeal termination notices. Appeals must be made in writing within 10 days following the receipt of the notice of termination. The CDBG Policy Committee will arbitrate in appeals cases. The Contractor does not need to be in attendance at the policy committee meeting and decisions can be made based on telephone polls, conference calls, faxes and E-Mail. Non-construction projects may be extended on a case-by-case basis by the State.

10. **CHANGES IN PROJECT BUDGET, DESIGN OR LOCATION:** The Contractor agrees to notify the State and receive State's written approval, in amendment form, prior to implementing any change in program budget or design (as specified in Attachment C) or before changing principle location of service delivery as specified herein.
11. **CONTRACT RENEWAL:** Contractor agrees that the State shall unilaterally have the right to determine the basis upon which this agreement may be renewed and shall have the right to not renew this contract with or without cause.
12. **MULTI-YEAR FUNDING:** Contractor agrees that the State will not be held liable for funding successive years of multi-year agreements if funding ceases from the Department of Housing and Urban Development/CDBG program or other Federal funding agency.
13. **RELATED PARTIES:** The Contractor shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc. to related parties for contract expenses without the prior written consent of State. Disbursements by the Contractor to related parties made without such prior approval may be disallowed and may result in an overpayment assessment. "Related Parties" for the purposes of this Contract shall mean organizations/persons related to the Contractor by any of the following: blood, marriage, one or more partners in common with Contractor, one or more directors or officers in common with Contractor, or more than 10 percent common ownership (direct or indirect) with Contractor.
14. **LABOR STANDARDS COMPLIANCE:** The Contractor agrees to abide by provisions of: (1) the Davis-Bacon Act and shall compile evidence certifying that all laborers and mechanics employed by Contractor or subcontractors on construction work assisted under this agreement are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Department of Labor, (2) the Copeland "Anti-Kickback" Act requiring weekly payment of employees and weekly submission of payroll records by the Contractor to the contracting agency; and (3) the Contract Work Hours and Safety Standard ACT (CSHSSA) requiring that workers received overtime compensation at a rate of 1 ½ times their regular hourly wage after having worked more than 40 hours in one week.
15. **ENVIRONMENTAL REVIEW COMPLIANCE:** The Contractor agrees to abide by provisions of the National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act as required by Title 1 of the Housing and

Community Development Act of 1974 as amended from time to time and in compliance with the Environmental Review Procedures of the Community Development Block Grant Program at 24 CFR Part 58 and any subsequent regulations issued by the U.S. Department of Housing and Urban Development implementing the Housing and Community Development Amendments of 1981. Per 24CFR Part 58.22, recipients and other participants may not commit HUD assistance or non-HUD assistance to the project prior to receiving environmental clearance from the State. Funds committed and costs incurred prior to the project receiving environmental clearance will not be reimbursed and will result in the termination of the contract.

16. **CULINARY WATER PROJECTS/WASTEWATER TREATMENT PLANTS:** Such plans should be sent to the State of Utah, Department of Environmental Quality (DEQ). Approval letter from DEQ is required prior to receiving an environmental release from the State CDBG office.
17. **LEAD-BASED PAINT:** The Contractor agrees to abide by provisions of 24 CFR Part 35 Lead-Based Paint poisoning Prevention in Certain Residential Structures and the Residential Lead-Based Paint Hazard Reduction Act of 1992 as amended through 2005. Contractor also agrees to abide by the provisions of 40 CFR and EPA's Renovation Repair & Painting (RRP) Rule effective April 22, 2010.
18. **PAYMENT OF THIS CONTRACT:** Payment is conditioned upon the Contractor's:
 - a. Submission of an appropriate environmental review that demonstrates the required compliance with the National Environmental Policy Act (NEPA) prior to any obligation or commitment of funds (see CDBG Grantee Handbook).
 - b. Submission of acceptable documentation specifying the definite commitment of all additional funds necessary for completion of this project as detailed in the Contract Budget, Attachment D.
 - c. Submission of satisfactory evidence to the State that a contract has been signed to perform the work required.
 - d. Submission of a certification Statement from the applicable Association of Governments that this project is in compliance with the most recent update of the regional "Consolidated Plan" (usually satisfied during the application).
19. **CONTINUING RESOLUTIONS:** In the event that funding for this program is provided through Federal Continuing Resolution, the State shall be responsible to expend only those funds actually provided to the State by Continuing Resolution and is under no further obligation to Contractor or any subcontracted entity to fulfill the financial obligation until such time as additional funding is provided by a grant appropriation or continuing resolution. The State may determine the method for distributing and expending funds provided by Federal Continuing Resolution.
20. **SUBCONTRACTS:** Subcontract arrangements must be executed in writing and be approved in writing in advance by the State. The Contractor is responsible for managing the operations of any subcontracted activities. The Contractor must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement and with this contract as well as with applicable Federal and State requirements and performance objectives.
21. **SECTION 3 COMPLIANCE:** The Contractor agrees to abide by the provisions of Section 3 of the Housing and Urban Development Act of 1968 to ensure that employment and other economic opportunities generated by the Community Development Block Grant program, to the **greatest extent feasible**, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons (24 CFR Part 135). §135.38 Section 3 Clause for Construction:
 - a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking application.
 - d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The

contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(Revised May 17, 2019)

ATTACHMENT C - BUDGET

1. Community Development Block Grants (CDBG) - Budget Year 2019

2. PROGRAM EXPENDITURES

Budget Category	Federal Funds	Other Funds	Total Funding
Administration	\$2,000.00	\$0.00	\$2,000.00
Planning	\$0.00	\$0.00	\$0.00
Technical Assistance (AOG)	\$0.00	\$0.00	\$0.00
Program Delivery Costs	\$0.00	\$0.00	\$0.00
Construction	\$35,889.00	\$10,000.00	\$45,889.00
Engineer/Architect	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Real Property Acquisition	\$0.00	\$0.00	\$0.00
Total	\$37,889.00	\$10,000.00	\$47,889.00

ATTACHMENT D - SCOPE OF WORK

Construction of a new covered ADA Ramp from the southwest side of the current library to connect to the basement, construction will also include and ADA ingress/egress door.

Project scope statement:

Installation of a new covered ADA Ramp and a new ADA ingress/egress door

Project Location: Price City Library 159 East Main, Price, UT 84501

HUD Matrix Code: 03Z - Other Public Improvements \$35,889

21A - Administration \$2,000

ATTACHMENT E - CERTIFICATIONS

In order to meet the specific requirements of the Housing and Urban-Rural Recovery Act of 1983 which amends the Housing and Community Development Act of 1974, the following certifications must be completed by every Grantee.

1. ACQUISITION, RELOCATION AND ANTIDISPLACEMENT

I certify that all real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. I further certify that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification adopted by this agency on 04/10/2007.

2. CIVIL RIGHTS and FAIR HOUSING

I certify that the CDBG grant will be conducted and administered in accordance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42USC 3601-3619), and implementing regulations.

3. ARCHITECTURAL BARRIERS

I certify that the CDBG program will be conducted in accordance with Architectural Barriers Act of 1968, as amended (42 USC 4151) and Section 504 of the Rehabilitation Act of 1973, as amended (28 USC 792), and the Americans with Disabilities Act of 1991.

4. CITIZEN PARTICIPATION

I certify that opportunities have been provided for citizen participation, hearings, and access to information comparable to the requirements of Title I HCD Act 104(a)(2). Specific information regarding this requirement (publications, notices) can be found in the grantee's application file.

5. PROGRAM COSTS RECOVERY

I certify that as a CDBG Grantee I will not attempt to recover the costs of any public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low and moderate income persons unless: (1) CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding, or (2) for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient CDBG funds to comply with the provision of (1) above.

6. EXCESSIVE FORCE CERTIFICATION

I certify that as a CDBG Grantee I will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within my jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act.). I will also adopt a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within our jurisdiction.

7. PROHIBITION AGAINST LOBBYING CERTIFICATION

I certify that:

(1) No Federally appropriated funds will be paid, by or on behalf of the undersigned, to any person for the 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 awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds are 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) I certify that I shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that LL sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

8. Change of Use

I certify that the grantee will comply with all requirements of 24 CFR Part 570.489(j) - Change of Use of Real Property for activities involving CDBG funds in excess of \$100,000 per 24 CFR Part 85.36

I certify that I have read and am aware of the foregoing certification requirements.

Signature Chief Elected Official

Printed Name of Chief Elected Official

Title

Date

**STATE OF UTAH
DEPARTMENT OF WORKFORCE SERVICES
HOUSING & COMMUNITY DEVELOPMENT DIVISION
REPORTING REQUIREMENTS
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

CONTRACTORS, SUBGRANTEES, or SUBRECIPIENTS awarded \$25,000 or more in federal funds shall comply with The Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).

Federal Funding Agency:	HUD
Program Source:	Community Development Block Grants (CDBG)
Award Title:	ADA Access to Price City Library Basement
CFDA Number:	14.228
Award Number:	FAIN# B-19-DC-49-0001
Sub-recipient NAICS Code:	921110
Sub-recipient DUNS Number:	15-956-0010
Sub-recipient Name:	Price Municipal Corporation (Price City)
Address:	PO Box 893
City:	Price
State:	UTAH
Has the sub-recipient registered with the System for Award Management (SAM)?	Yes

CERTIFICATION

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive:

- (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES: Continue below

 NO: See Attestation

Name	Title	Total Compensation Level*
1.		\$0.00
2.		\$0.00
3.		\$0.00
4.		\$0.00
5.		\$0.00

*Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTESTATION

By signing, you attest that the information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

Chief Agency Official

Witness

Name and Title

Name and Title

Date

Date

Account No: 3458
 Business Activity: 8/21
 Fee: 150.00
 CC Approval: ☐ Yes ☐ No Date: _____
 License Sent: _____



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) 636-3161.

PLEASE TYPE OR PRINT LEGIBLY.

Business Information			
Business Status: ☒ New Business ☐ Location Change ☐ Name Change ☐ Ownership Change			
Business Name (include DBA): <u>Cyndey Lehr</u>			
If Name Change, list previous name:			
Business Address: <u>790 N Cedar Hills Dr.</u>		Suite/Apt. No.:	
City: <u>Price</u>	State: <u>Utah</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(801) 668-6190</u>	Business E-mail: <u>Cyndey.a.Lehr@gmail.com</u>	Business Fax:	
Mailing Address (if different):		City:	State:
Property Owner's Name: <u>Cindi Peirce</u>		Property Owner's Telephone: <u>(435) 650-9501</u>	
Type of Organization: ☐ Corporation ☐ Partnership ☒ Sole Proprietorship ☐ LLC <i>(Include copy of name registration with the State of Utah)</i>			
Type of Business: ☒ Commercial ☐ Home Occupation ☐ Reciprocal			
Nature of Business: ☐ Manufacturing ☐ Retail ☐ Wholesale ☒ Services ☐ Other			
Opening Date: <u>4-16-19</u> Business Hours: From <u>9am</u> To <u>9pm</u> <u>(M T W T F S S U)</u> <i>(Please circle)</i>			
Detailed Description of Business: <u>To provide professional Therapeutic massage as an independent contractor.</u>			
Commercial Square Feet:	No. of Arcade Games, Pool Tables, Etc.:	No. of Vending Machines:	No. of Mobile Home Spaces:
No. of Rental Units:	No. of RV Spaces:	No. of Motel Rooms:	No. of Beds:
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: <u>Massage Therapy</u>	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply.			
☐ Alcoholic Beverages ☐ Eating Establishment ☐ Amusement Center ☐ Taxi Cab ☐ Pawnbroker ☐ Sexually Oriented Business			

Account No: 3457
Business Activity: 8121
Fee: 150
Copy to Recorder: _____
CC Approval: ☐ Yes ☐ No Date: _____
License Sent: _____



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) 636-3161.

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

Business Information			
Business Status: ☒ New Business ☐ Location Change ☐ Name Change ☐ Ownership Change			
Business Name (include DBA): <u>Nikki Kaye Sillitoe</u>			
If Name Change, list previous name: _____			
Business Address: <u>35 N. 300 E.</u>		Suite/Apt. No.: _____	
City: <u>Price</u>	State: <u>Ut</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 299-9442</u>	Business E-mail: <u>nks14change@gmail.com</u>	Business Fax: _____	
Mailing Address (if different): <u>1955 W. 4420 N.</u>		City: <u>Helper</u>	State: <u>Ut</u> Zip Code: <u>84526</u>
Property Owner's Name: <u>Frankie Sacco</u>		Property Owner's Telephone: () _____	
Type of Organization: ☐ Corporation ☐ Partnership ☒ Sole Proprietorship ☐ LLC (Include copy of name registration with the State of Utah)			
Type of Business: ☒ Commercial ☐ Home Occupation ☐ Reciprocal			
Nature of Business: ☐ Manufacturing ☐ Retail ☐ Wholesale ☒ Services ☐ Other			
Opening Date: <u>10/5/19</u> Business Hours: From <u>8</u> To <u>5</u> <u>(M T W T H F)</u> S SU (please circle)			
Detailed Description of Business: <u>Manicures, pedicures, gel and acrylic enhancements</u>			
Commercial Square Feet: <u>1418</u>	No. of Arcade Games, Pool Tables, Etc.: _____	No. of Vending Machines: _____	No. of Mobile Home Spaces: _____
No. of Rental Units: _____	No. of RV Spaces: _____	No. of Motel Rooms: _____	No. of Beds: _____
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: <u>Nail Technician</u>	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply. ☐ Alcoholic Beverages ☐ Eating Establishment ☐ Amusement Center ☐ Taxi Cab ☐ Pawnbroker ☐ Sexually Oriented Business			