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

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting on Wednesday, December 11, 2019 in the Administrative Conference Room, St. George City Hall, 175 East 200 North, St. George, Utah, at 4:00 p.m.

The agenda for the meeting is as follows:

1. Consent Calendar.

a. Consider award of bid to JP Excavating for the Virgin River North Trail - Fossil Falls to Millcreek Power Station (Trail Gap Project).

BACKGROUND and RECOMMENDATION: This trail project starts at the Fossil Falls park site and ends at the Millcreek Power Station. The project is about one-mile in length and includes a span bridge and two (2) boardwalk sections. This was a formal bid and four (4) bids were received. Staff recommends approval.

b. Consider award of bid to ASH Excavating for the Tonaquint Cemetery expansion.

BACKGROUND and RECOMMENDATION: The project included grading, installation of an entry wall with columns, a 12' wide concrete walk from the 1600 South cul-de-sac to the trail, installation of a full irrigation system and sodded turf. The bid came in over budget and staff negotiated with the low bidder to accept a reduced scope of work by omitting some items. This was a formal bid and two (2) bids were received. Staff recommends approval.

c. Consider approval of a Cooperative Agreement with the NRCS for the sediment removal near the River Road Bridge on the Ft. Pearce wash.

BACKGROUND and RECOMMENDATION: This item is to consider approval of a Cooperative Agreement with the NRCS to complete sediment removal upstream and downstream of River Road Bridge on the Ft. Pearce wash. The NRCS grant amount to the city is $540,000. The City match amount is $180,000 which will be reimbursed by the Washington County Flood Control Authority (for a total of $720,000). Staff recommends approval.

2. Presentation and consideration of the audited Comprehensive Annual Financial Report (CAFR) For Fiscal Year 2019.

BACKGROUND and RECOMMENDATION: This is a presentation of the financial audit by Hinton Burdick CPA's & Advisors. Staff recommends approval.

3. **Consider approval of an Interlocal Agreement with Washington City to provide transit and paratransit services.**

BACKGROUND and RECOMMENDATION: Washington City has requested St. George provide a bus route in Washington City. They have agreed to pay all costs associated with the service and the City of St. George has the capacity to provide services. Staff recommends approval.

4. **Presentation regarding the Ironman 2020 and Ironman 70.3 2021 events.**

5. **Reports from Mayor, Councilmembers, and City Manager.**

6. **Request a closed session.**

_____ _____

Christina Fernandez, City Recorder Date

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

DRAFT

Agenda Item Number : **1a**

Request For Council Action

Date Submitted	12/04/2019 07:55 AM
Proposed City Council Date	12/11/2019
Applicant	Millie Cockerill
Subject	Consider award of bid to JP Excavating for the Virgin River North Trail - Fossil Falls to Millcreek Power Station (Trail Gap Project).
Background	This trail project starts at the Fossil Falls park site and ends at the Millcreek Power Station. The project is about one-mile in length and includes a span bridge and two boardwalk sections. This was a formal bid and four bids were received.
Proposed Resolution	Staff recommends approval.
Cost	$1,682,713.40
Action Taken	
Requested by	Brett Whitelaw
File Attachments	19-053bidtab120419075532.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** 2,040,000.00

BID TABULATION **Virgin River Gap Trail**
PREPARED BY Alliance Consulting
INQUARY NO 19-053
CLOSING DATE 12-03-19

LICENSED PROFESSIONAL ENGINEER
No. 804458
DELOSS S. HAMMON
12/3/19
STATE OF UTAH

ALLIANCE CONSULTING
A Planning and Engineering Firm
2303 North Coral Canyon Blvd
Suite 201
Washington, UT 84780
t. 435.673.8060
f. 435.673.8065

Virgin River Gap Trail

No.	Item	Unit	Quantity	JP Excavation Inc.		Feller Enterprises, LLC		Van Con, Inc		Interstate Rock Products, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	General Condition/Mobilization	LS	1	$85,000.00	$85,000.00	$155,000.00	$155,000.00	$99,000.00	$99,000.00	$68,572.21	$68,572.21
2	Dust Control	LS	1	$10,000.00	$10,000.00	$12,000.00	$12,000.00	$83,000.00	$83,000.00	$41,584.69	$41,584.69
3	Traffic Control	LS	1	$5,000.00	$5,000.00	$6,500.00	$6,500.00	$6,200.00	$6,200.00	$2,727.74	$2,727.74
4	Clear & Grub (Approx 4.00 Acres)	LS	1	$15,000.00	$15,000.00	$24,500.00	$24,500.00	$31,000.00	$31,000.00	$41,148.32	$41,148.32
5	Pre-Construction Condition/SWPPP Documentation	LS	1	$5,000.00	$5,000.00	$8,500.00	$8,500.00	$6,200.00	$6,200.00	$2,365.82	$2,365.82
6	Groundwater Mitigation & Soil Stabilization	LS	1	$15,000.00	$15,000.00	$75,000.00	$75,000.00	$14,000.00	$14,000.00	$90,683.18	$90,683.18
7	Earthwork/ Imported Fill (Approx. 14,005 Cu.yd.)	LS	1	$120,000.00	$120,000.00	$280,000.00	$280,000.00	$205,000.00	$205,000.00	$565,414.24	$565,414.24
8	Install Stacked Rock Walls with Geo-Grid Fabric (Basalt Rock)	SQ.FT.	12,200	$12.00	$146,400.00	$14.00	$170,800.00	$23.00	$280,600.00	$19.18	$233,996.00
9	Rip-Rap Rock D50=24" with Filter Fabric	SQ.FT.	1,500	$6.00	$9,000.00	$14.00	$21,000.00	$11.00	$16,500.00	$9.68	$14,520.00
10	30" RCP Storm Drain Pipe	Ln.Ft.	32	$115.00	$3,680.00	$85.00	$2,720.00	$260.00	$8,320.00	$129.48	$4,143.36
11	18" RCP Storm Drain Pipe	Ln.Ft.	24	$80.00	$1,920.00	$70.00	$1,680.00	$100.00	$2,400.00	$100.45	$2,410.80
12	24" HDPE Storm Drain Pipe	Ln.Ft.	68	$54.00	$3,672.00	$50.00	$3,400.00	$240.00	$16,320.00	$110.48	$7,512.64
12A	18" HDPE Storm Dran Pipe	Ln.Ft.	25	$52.00	$1,300.00	$40.00	$1,000.00	$109.00	$2,725.00	$122.60	$3,065.00
13	30" RCP End Sections with Rip-Rap	Each	2	$2,800.00	$5,600.00	$4,000.00	$8,000.00	$2,500.00	$5,000.00	$3,592.65	$7,185.30
14	18" RCP End Section with Rip-Rap	Each	1	$1,900.00	$1,900.00	$3,500.00	$3,500.00	$1,100.00	$1,100.00	$1,781.90	$1,781.90
15	24" HDPE End Section with Rip-Rap	Each	3	$2,300.00	$6,900.00	$3,000.00	$9,000.00	$860.00	$2,580.00	$1,385.59	$4,156.77
15A	18" HDPE End Section with Rip-Rap	Each	1	$1,500.00	$1,500.00	$2,500.00	$2,500.00	$860.00	$860.00	$1,394.18	$1,394.18
16	3'x3' Inlet Box with Grate	Each	1	$2,000.00	$2,000.00	$4,500.00	$4,500.00	$2,400.00	$2,400.00	$2,039.40	$2,039.40
17	2'x2' Inlet Box with Grate	Each	2	$1,700.00	$3,400.00	$3,200.00	$6,400.00	$1,700.00	$3,400.00	$2,014.66	$4,029.32
18	Raise Existing Water Vault Manhole	LS	1	$2,600.00	$2,600.00	$2,000.00	$2,000.00	$2,800.00	$2,800.00	$1,484.76	$1,484.76

Virgin River Gap Trail

No.	Item	Unit	Quantity	JP Excavation Inc.		Feller Enterprises, LLC		Van Con, Inc		Interstate Rock Products, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
19	2.5" Thick Asphalt(Voidless Asphalt Mix)	SQ.FT.	54,520	$1.60	$87,232.00	$1.65	$89,958.00	$1.70	$92,684.00	$1.69	$92,138.80
20	Slurry Overlay	SQ.FT.	54,520	$0.22	$11,994.40	$0.55	$29,986.00	$0.55	$29,986.00	$0.25	$13,630.00
21	6" Thick Type II Gravel Roadbase	SQ.FT.	54,520	$1.00	$54,520.00	$1.50	$81,780.00	$1.40	$76,328.00	$0.86	$46,887.20
22	6' wide 4" Thick Concrete Sidewalk Flatwork	SQ.FT.	1,010	$7.70	$7,777.00	$9.50	$9,595.00	$9.20	$9,292.00	$6.03	$6,090.30
23	Shoulder Roadbase	SQ.FT.	34,890	$1.00	$34,890.00	$1.50	$52,335.00	$0.85	$29,656.50	$1.69	$58,964.10
24	6" Thick Access Gravel Road Base	SQ.FT.	885	$1.00	$885.00	$1.50	$1,327.50	$3.40	$3,009.00	$2.81	$2,486.85
25	Trail Pavement Markings	LS	1	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$1,800.00	$1,800.00	$2,664.59	$2,664.59
26	Trail Safety Rail (Powder-Coated)	Ln.Ft.	605	$59.00	$35,695.00	$50.00	$30,250.00	$53.00	$32,065.00	$101.03	$61,123.15
27	1' Dirt Berm	Ln.Ft.	5,300	$2.00	$10,600.00	$5.00	$26,500.00	$4.10	$21,730.00	$4.99	$26,447.00
28	Rock Trackout Pad (2 Locations)	LS	1	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$3,800.00	$3,800.00	$1,843.61	$1,843.61
29	Expose Existing Blow off Valve	LS	1	$1,000.00	$1,000.00	$1,200.00	$1,200.00	$3,700.00	$3,700.00	$554.61	$554.61
30	Remove Exising Range & Chainlink Fence (Approx 140 feet)	LS	1	$300.00	$300.00	$1,400.00	$1,400.00	$1,200.00	$1,200.00	$726.46	$726.46
31	Remove Existing Asphalt with Saw Cuts	SQ.FT.	2,860	$0.45	$1,287.00	$2.00	$5,720.00	$1.80	$5,148.00	$0.75	$2,145.00
32	Install new Fence (UDOT Right-of-Way Type D)	Ln.Ft.	100	$9.00	$900.00	$8.00	$800.00	$7.30	$730.00	$6.95	$695.00
33	Install 2) 8 foot Wide UDOT Access Gates (Each Set)	Each	1	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,390.22	$1,390.22
34	Extend Existing Irrigation Boxes and Pipes (One Locations)	LS	1	$3,100.00	$3,100.00	$3,500.00	$3,500.00	$4,400.00	$4,400.00	$1,158.51	$1,158.51
35	Revegetation of Trail Areas and Pole Plantings	LS	1	$7,000.00	$7,000.00	$5,000.00	$5,000.00	$9,800.00	$9,800.00	$10,890.05	$10,890.05
36	Habitat Enhancement Ditches with Pole Plantings (Approximatly 2300 ln.ft.)	LS	1	$6,000.00	$6,000.00	$23,000.00	$23,000.00	$76,000.00	$76,000.00	$15,292.41	$15,292.41
37	6'x10'Concrete Pads (4" Thick with base)	Each	5	$1,700.00	$8,500.00	$1,500.00	$7,500.00	$490.00	$2,450.00	$655.42	$3,277.10
38	10' Wide Boardwalk & Concrete Piers (Approximatly one 60' span and one 400 foot span)	LS	1	$847,000.00	$847,000.00	$630,000.00	$630,000.00	$901,000.00	$901,000.00	$854,373.06	$854,373.06
39	Boardwalk Approach with Footing	Each	4	$3,500.00	$14,000.00	$6,000.00	$24,000.00	$3,300.00	$13,200.00	$4,724.44	$18,897.76
40	50' Span Bridge with Abutment Walls & Conc. Approaches	LS	1	$80,000.00	$80,000.00	$56,000.00	$56,000.00	$124,000.00	$124,000.00	$136,205.23	$136,205.23
41	Re-Grout Existing Rip-Rap	LS	1	$5,000.00	$5,000.00	$3,500.00	$3,500.00	$40,000.00	$40,000.00	$25,709.25	$25,709.25
42	All Temporary Road & Storage for Bridge Construction	LS	1	$5,000.00	$5,000.00	$8,500.00	$8,500.00	$13,000.00	$13,000.00	$36,166.16	$36,166.16
43	Trail Signs and Posts	Each	13	$372.00	$4,836.00	$600.00	$7,800.00	$550.00	$7,150.00	$294.09	$3,823.17
44	Bouldar Barrier Rock (@ 2' Min Spacing Between Rocks)	LN.ft.	255	$15.00	$3,825.00	$20.00	$5,100.00	$67.00	$17,085.00	$26.03	$6,637.65
			TOTAL		**$1,682,713.40**		**$1,908,751.50**		**$2,310,118.50**		**$2,530,432.87**

DRAFT

Agenda Item Number : 1b

Request For Council Action

Date Submitted	12/06/2019 07:45 AM
Proposed City Council Date	12/11/2019
Applicant	Shane Moore
Subject	Consider award of bid to ASH Excavating for the Tonaquint Cemetery expansion.
Background	The project included grading, installation of an entry wall with columns, a 12' wide concrete walk from the 1600 South culdesac to the trail, installation of a full irrigation system and sodded turf. The bid came in over budget and staff negotiated with the low bidder to accept a reduced scope of work by omitting some items. This was a formal bid and two bids were received.
Proposed Resolution	Staff recommends approval
Cost	$129,158.27
Action Taken	
Requested by	Brett Whitelaw
File Attachments	cemeterybidtab120619074540.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** 138,000.00

TONAQUINT CEMETERY_SECTION 1 EXPANSION
BID TABULATION
St. George City

BID TABULATION

	NO.	ITEM	QTY	UNIT	Engineer's Estimate		ASH EXCAVATING		ROYAL T ENTERPRISES, INC.		AVERAGE	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
	BASE BID ITEMS										UNIT PRICE	AMOUNT
X	1	MOBILIZATION	1	LS	$ 13,200.00	$ 13,200.00	$ 5,000.00	$ 5,000.00	$ 25,000.00	$ 25,000.00	$ 10,000.00	$ 10,000.00
X	2	TRAFFIC CONTROL	1	LS	$ 800.00	$ 800.00	$ 1,000.00	$ 1,000.00	$ 7,500.00	$ 7,500.00	$ 2,833.33	$ 2,833.33
X	3	DUST CONTROL & WATERING	1	LS	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00	$ 12,500.00	$ 12,500.00	$ 4,500.00	$ 4,500.00
X	4	EARTHWORK WITH SWALE (APPROX. 145 CY EXPORT)	1	LS	$ 500.00	$ 500.00	$ 15,000.00	$ 15,000.00	$ 13,500.00	$ 13,500.00	$ 9,500.00	$ 9,500.00
	5	CMU COLUMN	4	EA	$ 550.00	$ 2,200.00	$ 950.00	$ -	$ 1,200.00	$ -	$ 716.67	$ -
	6	6' HIGH CMU WALL	72	LF	$ 120.00	$ 8,640.00	$ 208.34	$ -	$ 100.00	$ -	$ 102.78	$ -
X	7	6" THICK CONCRETE SIDEWALK WITH BASE	4,236	SF	$ 10.00	$ 42,360.00	$ 9.44	$ 39,987.84	$ 10.00	$ 42,360.00	$ 6.48	$ 27,449.28
X	8	ELECTRICAL	1	LS	$ 10,000.00	$ 10,000.00	$ 9,000.00	$ 9,000.00	$ 13,000.00	$ 13,000.00	$ 7,333.33	$ 7,333.33
X	9	INSTALLATION OF OWNER PROVIDED IRRIGATION CONTROLLER	1	EA	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 700.00	$ 700.00	$ 400.00	$ 400.00
X	10	4" GATE VALVE	1	EA	$ 750.00	$ 750.00	$ 1,000.00	$ 1,000.00	$ 1,400.00	$ 1,400.00	$ 800.00	$ 800.00
X	11	BALL VALVE	3	EA	$ 35.00	$ 105.00	$ 666.67	$ 2,000.01	$ 66.67	$ 200.01	$ 244.45	$ 733.34
X	12	QUICK COUPLERS	10	EA	$ 160.00	$ 1,600.00	$ 100.00	$ 1,000.00	$ 400.00	$ 4,000.00	$ 166.67	$ 1,666.67
	13	PULL BOX	3	EA	$ 30.00	$ 90.00	$ 500.00	$ -	$ 66.67	$ -	$ 188.89	$ -
X	14	4" SCH 40 PVC IRRIGATION SLEEVE	45	LF	$ 13.25	$ 596.25	$ 22.22	$ 999.90	$ 7.00	$ 315.00	$ 9.74	$ 438.30
X	15	4" SCH 40 PVC IRRIGATION MAINLINE WITH DETECTABLE WARNING TAPE	635	0	$ 13.50	$ 8,572.50	$ 15.75	$ 10,001.25	$ 5.00	$ 3,175.00	$ 6.92	$ 4,392.08
X	16	3" SCH 40 PVC IRRIGATION LATERAL LINE	180	LF	$ 9.00	$ 1,620.00	$ 11.12	$ 2,001.60	$ 4.00	$ 720.00	$ 5.04	$ 907.20
X	17	2 1/2" SCH 40 PVC LATERAL LINE	880	LF	$ 6.50	$ 5,720.00	$ 9.32	$ 8,201.60	$ 3.00	$ 2,640.00	$ 4.11	$ 3,613.87
X	18	2" SCH 40 PVC LATERAL LINE	535	LF	$ 6.25	$ 3,343.75	$ 9.39	$ 5,023.65	$ 3.00	$ 1,605.00	$ 4.13	$ 2,209.55
X	19	1 1/2" SCH 40 PVC LATERAL LINE	450	LF	$ 3.75	$ 1,687.50	$ 9.30	$ 4,185.00	$ 3.00	$ 1,350.00	$ 4.10	$ 1,845.00
X	20	1" SCH 40 PVC LATERAL LINE	1,675	LF	$ 1.50	$ 2,512.50	$ 3.82	$ 6,398.50	$ 3.00	$ 5,025.00	$ 2.27	$ 3,807.83
X	21	CONTROLLER WIRE DIRECT BURY	4,259	LF	$ 1.23	$ 5,238.57	$ 1.00	$ 4,259.00	$ 0.60	$ 2,555.40	$ 0.53	$ 2,271.47
X	22	RAINBIRD 200- PESBR-PRS-D IRRIGATION VALVES	9	EA	$ 530.00	$ 4,770.00	$ 311.12	$ 2,800.08	$ 400.00	$ 3,600.00	$ 237.04	$ 2,133.36
X	23	RAINBIRD CONTROL ZONE KIT, XCZ-100-PRB-COM	4	EA	$ 450.00	$ 1,800.00	$ 500.00	$ 2,000.00	$ 1,500.00	$ 6,000.00	$ 666.67	$ 2,666.67
X	24	RAINBIRD 8005 ROTORS	56	EA	$ 96.00	$ 5,376.00	$ 107.14	$ 5,999.84	$ 120.00	$ 6,720.00	$ 75.71	$ 4,239.95
X	25	LANDFILL COMPOST	400	CY	$ 20.00	$ 8,000.00	$ 4.50	$ 1,800.00	$ 75.00	$ 30,000.00	$ 26.50	$ 10,600.00
	26	DWARF TALL FESCUE SODDED TURF	71,500	SF	$ 0.65	$ 46,475.00	$ 0.80	$ -	$ 1.10	$ -	$ 0.63	$ -
				BID TOTAL		$ 178,957.07		**129,158.27**		**183,865.41**		
							WRITTEN BID	**206,469.00**	WRITTEN BID	**274,715.40**		

BID BREAKDOWN

MOBILIZATION	$ 6,000.00		
EARTHWORK	$ 16,000.00		
MASONRY	$ -		
SIDEWALK	$ 39,987.84		
ELECTRICAL	$ 9,000.00		
IRRIGATION	$ 56,470.43		
SOD	$ 22,295.00	2670	267
	$ 149,753.27		
	$ (11,753.27)	**OVER-BUDGET**	

DRAFT

Agenda Item Number : **1c**

Request For Council Action

Date Submitted	12/06/2019 11:12 AM
Proposed City Council Date	12/11/2019
Applicant	Jay Sandberg
Subject	Consider approval of a Cooperative Agreement with the NRCS for the sediment removal near the River Road Bridge on the Ft. Pearce wash.
Background	This item is to consider approval of a Cooperative Agreement with the NRCS to complete sediment removal upstream and downstream of River Road Bridge on the Ft. Pearce wash. The NRCS grant amount to the city is $540,000. The city match amount is $180,000 which will be reimbursed by the Washington County Flood Control Authority (for a total of $720,000)
Proposed Resolution	Recommend Approval
Cost	$180,000
Action Taken	
Requested by	Jay Sandberg
File Attachments	ut11737stgeorgenoaunsigned120919081323.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** 390,000

U.S. Department of Agriculture
Natural Resources Conservation Service

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment Number	3. Award /Project Period	4. Type of award instrument:
NR208D43XXXXC001		NRCS signature - 04/18/2020	Cooperative Agreement

5. Agency (Name and Address)	6. Recipient Organization (Name and Address)
Natural Resources Conservation Service 125 South State Street, Room 4010 Salt Lake City, UT 84138-1100	CITY OF ST GEORGE 175 E 200 N ST GEORGE UT 84770-2845 DUNS: 627376569 EIN:

7. NRCS Program Contact	8. NRCS Administrative Contact	9. Recipient Program Contact	10. Recipient Administrative Contact
Name: Bronson Smart Phone: (801) 524-4559 Email: bronson.smart@ut.usda.gov	Name: MOIRA SANFORD Phone: (614) 255-2495 Email: MOIRA.SANFORD@OH.USDA.GOV	Name: Cameron Cutler Phone: (435) 627-4052 Email: cameron.cutler@sgcity.org	Name: Cameron Cutler Phone: (435) 627-4052 Email: cameron.cutler@sgcity.org

11. CFDA	12. Authority	13. Type of Action	14. Program Director
10.923	33 U.S.C. 701b-1	New Agreement	Name: Cameron Cutler Phone: (435) 627-4052 Email: cameron.cutler@sgcity.org

15. Project Title/ Description:
EWP St George City, Fort Pearce Wash, Project 5120, channel restoration (6000011737)

16. Entity Type: C = City or township Government

17. Select Funding Type

Select funding type:	☒ Federal	☒ Non-Federal
Original funds total	$610,200.00	$180,000.00
Additional funds total	$0.00	$0.00
Grand total	$610,200.00	$180,000.00

18. Approved Budget

Personnel	$0.00	Fringe Benefits	$0.00
Travel	$0.00	Equipment	$0.00
Supplies	$0.00	Contractual	$0.00
Construction	$540,000.00	Other	$70,200.00
Total Direct Cost	$610,200.00	Total Indirect Cost	$0.00
		Total Non-Federal Funds	$180,000.00
		Total Federal Funds Awarded	$610,200.00
		Total Approved Budget	$790,200.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative	Signature	Date
Name and Title of Authorized Recipient Representative	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to St George City, hereinafter referred to as the "Sponsor", for EWP Project # 5120 St George, UT for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Report (DSR) and described here:

- ~1780 LF of sediment removal to restore channel capacity ; ~600 LF of streambank protection (rip-rap); pole plant and seeding disturbed areas. $720,000

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: $790,200

The budget includes:

Financial Assistance (FA) Costs:
Construction Costs (75% NRCS $540,000 + 25% Sponsor $180,000): $720,000

Technical Assistance (TA) Costs:
100% NRCS (9.75% of total construction cost): $70,200

2. NRCS pays up to 75 percent of eligible construction costs, and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 9.75 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.
5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. cultural resources surveys and reports and biological surveys and reports as needed such as wetland delineations, etc.

c. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in

writing prior to implementation.

Responsibilities of the Parties:

A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.

2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.

3. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the terms of this agreement must be immediately communicated to NRCS.

4. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.

5. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.

6. Acquire and provide certification to NRCS that real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures have been obtained at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Sponsors shall provide such certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsors shall also provide an attorney's opinion supporting this certification. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.

7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.

8. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

9. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.

10. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.

11. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.

12. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

13. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

14. For contracts, provide NRCS a copy of solicitation notice, bid abstract, and notice of contract award, or other basis of cost and accomplishment.
15. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

16. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

17. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

18. Provide construction inspection in accordance with the QAP.

19. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

20. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

21. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

22. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

23. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

24. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

25. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor’s compliance with safety requirements.

26. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

27. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

28. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the NRCS Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The required documentation for reimbursement of technical and administrative services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

29. Submit performance reports on an annual basis to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

30. Submit SF-425 Financial Reports on a semi-annual basis to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period on July 31 and January 31. Please note that financial reporting is based on the calendar year.

31. Submit payment requests to the Farm Production and Conservation(FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

32. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

33. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

34. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

35. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

36. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

37. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of

every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

B. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
C. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
D. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

E. Except for item D. above, this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

F. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

G. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

H. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

The following accomplishments and deliverable will be provided to NRCS:

1. One copy of the final engineering plans, specifications signed and sealed by a licensed professional engineer, including engineer's cost estimate, and approved Plan of Operations (if applicable).
2. Signed NRCS-ADS-78 supported by an attorney's opinion.
3. One copy of the quality assurance plan.
4. One copy of the operation and maintenance plan.
5. One copy of the notice of solicitation, bid abstract, and notice of award.
6. Certification that the project was installed in accordance with the plans and specifications.
7. As-built drawings of final construction sign by a licensed professional engineer within 30 days of completion of construction.
8. Quantities of the units of work applied for each site within 30 days of completion of construction.

Resources Required

No resources, other than funding, is required.

Milestones

Milestones shall include, but not limited to, the following items:

1. Pre-construction design conference within 30 days of signing agreement.
2. Submit to NRCS a schedule with time lines of major items to be completed within 14 days of the pre-design conference.
3. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion) prior to start of construction.
4. Obtaining permits.
5. Completing any necessary surveys.
6. Completing draft engineering plans and specifications for NRCS review.
7. Completing final engineering plans and specifications.
8. Completing quality assurance plan.
9. Solicit bids.
10. Award contract.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 25, “Universal Identifier and System of Award Management” (2) 2 CFR Part 170, “Reporting Subaward and Executive Compensation Information” (3) 2 CFR Part 175, “Award Term for Trafficking in Persons” (4) 2 CFR Part 180, “OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)” (5) 2 CFR Part 182, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)” (6) 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (7) 2 CFR Part 400, “Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards” (8) 2 CFR Part 417, “Nonprocurement Debarment and Suspension” (9) 2 CFR Part 418, “New Restrictions on Lobbying” (10) 2 CFR Part 421, “Requirements for Drug-Free Workplace (Financial Assistance)” (11) 2 CFR Part 422, “Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct”

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards” (2) 48 CFR Part 31, “Contract Cost Principles and Procedures” c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, “Subpart E - Cost Principles”, or direct specific inquiries to the administrative contact identified in the award.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables

c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. d. Change in a key person specified in the application or award.— When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.

e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director’s absence. The notification must include the qualifications of the replacement.

f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, “Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals,” or 48 CFR part 31, “Contract Cost Principles and Procedures,” as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.

g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FAPC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

IV. PAYMENTS

a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.

b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant

to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends $750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-

specific audit conducted for that year.

VIII. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. “Covered program” means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW. Room 6819 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

“This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

“Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services.”

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider and employer.”

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the FPAC administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient’s plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. If the recipient’s cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.

XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by FPAC of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than $5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is $5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.

b. The recipient’s personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S. C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with the “Prohibition Against Certain Internal Confidentiality Agreements:”

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If FPAC determines that you are not in compliance with this award provision, FPAC: i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

i. State identification and county number (where reported and where located). ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information. iii. Farm, tract, field, and contract numbers. iv. Production shares and share of acres for each Farm Serial Number (FSN) field. v. Acreage information, including crop codes. vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner. viii. Location of conservation practices.

2. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.

3. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.

c. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.

d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

XVII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient. c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance. d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance. e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work. g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.

DRAFT

Agenda Item Number : 02

Request For Council Action

Date Submitted	12/04/2019 09:13 AM
Proposed City Council Date	12/11/2019
Applicant	Trevor A Coombs
Subject	Presentation and consider approval of the audited Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2019.
Background	This is a presentation of the financial audit by Hinton Burdick CPA's & Advisors.
Proposed Resolution	Staff recommends approval of the audited CAFR report for Fiscal Year 2019.
Cost	$
Action Taken	
Requested by	Trevor A Coombs
File Attachments	
Approved by Legal Department?	NA
Approved by City Admin Services?	Yes
Approved in Budget?	N/A **Amount:**

DRAFT

Agenda Item Number : 03

Request For Council Action

Date Submitted	12/09/2019 01:39 PM
Proposed City Council Date	00/00/0000
Applicant	Washington City
Subject	Consider approval of an Interlocal Agreement with Washington City to provide transit and paratransit services.
Background	Washington City has requested St. George provide a bus route in Washington City. They have agreed to pay all costs associated with the service and the City of St. George has the capacity to provide services.
Proposed Resolution	Staff recommends approval.
Cost	$
Action Taken	
Requested by	Shawn Guzman
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

IRONMAN

5-year Agreement

- 2 IRONMAN NORTH AMERICAN CHAMPIONSHIP RACES (140.6) (2020, 2023)
- 3 IRONMAN 70.3 NORTH AMERICAN CHAMPIONSHIP RACES (2021, 2022, 2024)
- 1 IRONMAN 70.3 WORLD CHAMPIONSHIP EVENT (2021)
- **7 TOTAL RACES**

Finalizing Course Details and Inter-local Agreements

IRONMAN 2020

Bike Course

112 miles

Out and back on SR7

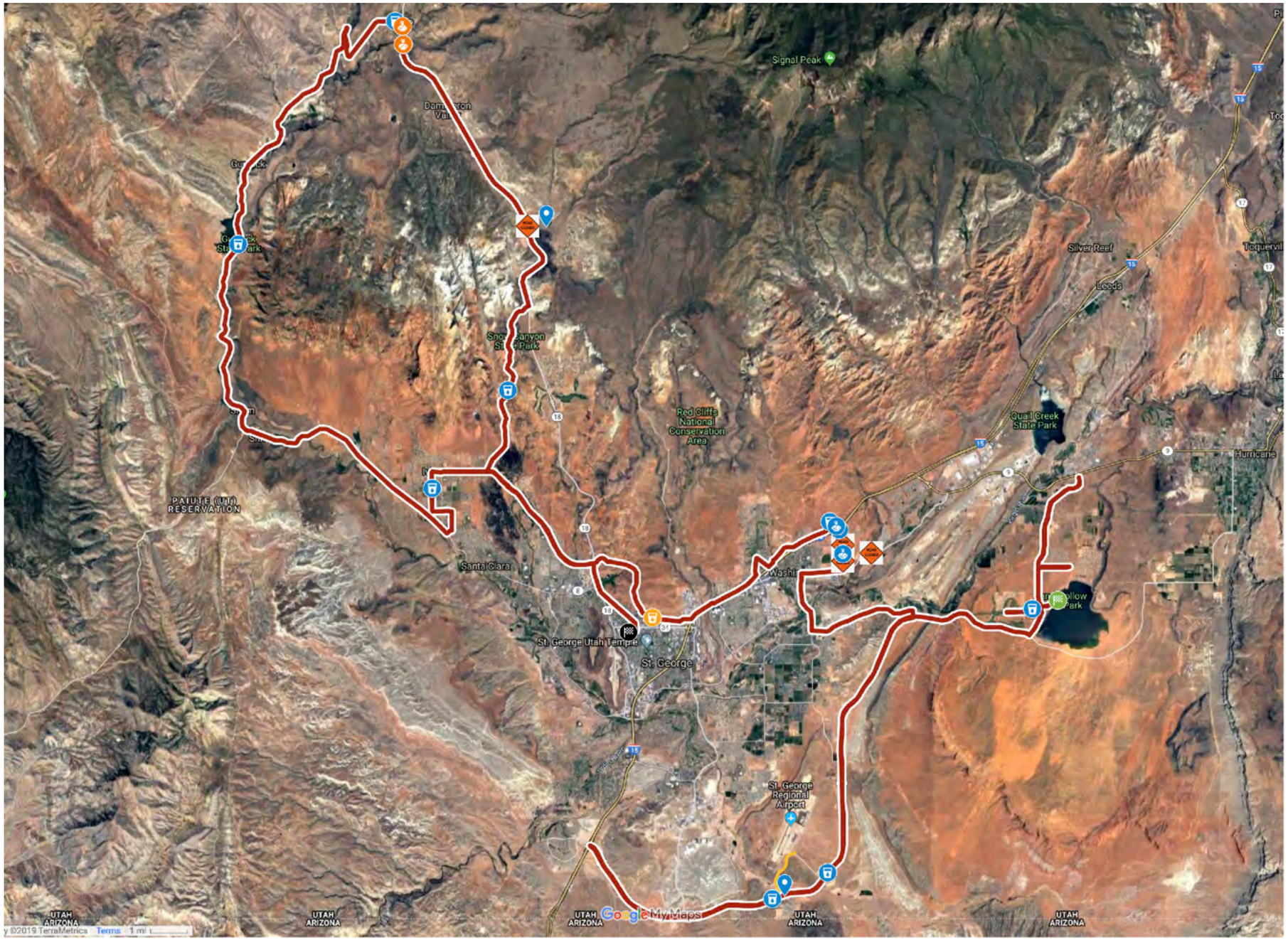
Washington Fields Road

Red Hills Parkway

Up SR18 to Veyo

Gunlock to Old Hwy 91

Ivins to Snow Canyon Pkwy



IRONMAN 2020

Run Course

26.2 miles

Out and Back (2 times)

Main to Diagonal

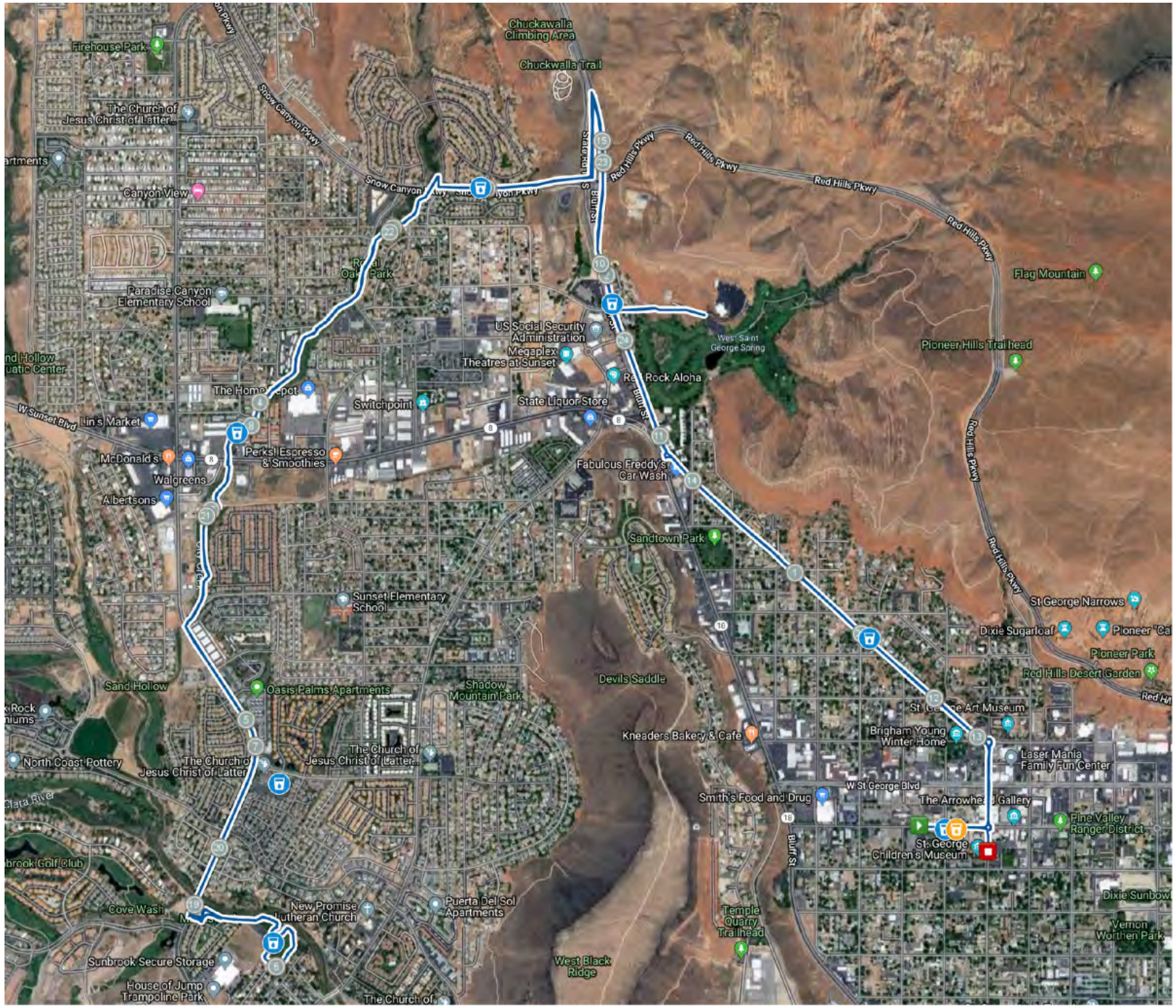
Diagonal to Bluff

Bluff to Snow Canyon Pkwy

Pkwy to Halfway Wash Trail

Trail to Dixie Drive

Dixie Drive to Mathis Park



IRONMAN 70.3 WORLD CHAMPIONSHIP

SEPTEMBER 13 - 18

Events begin on Tuesday

WOMENS RACE - Friday, September 17

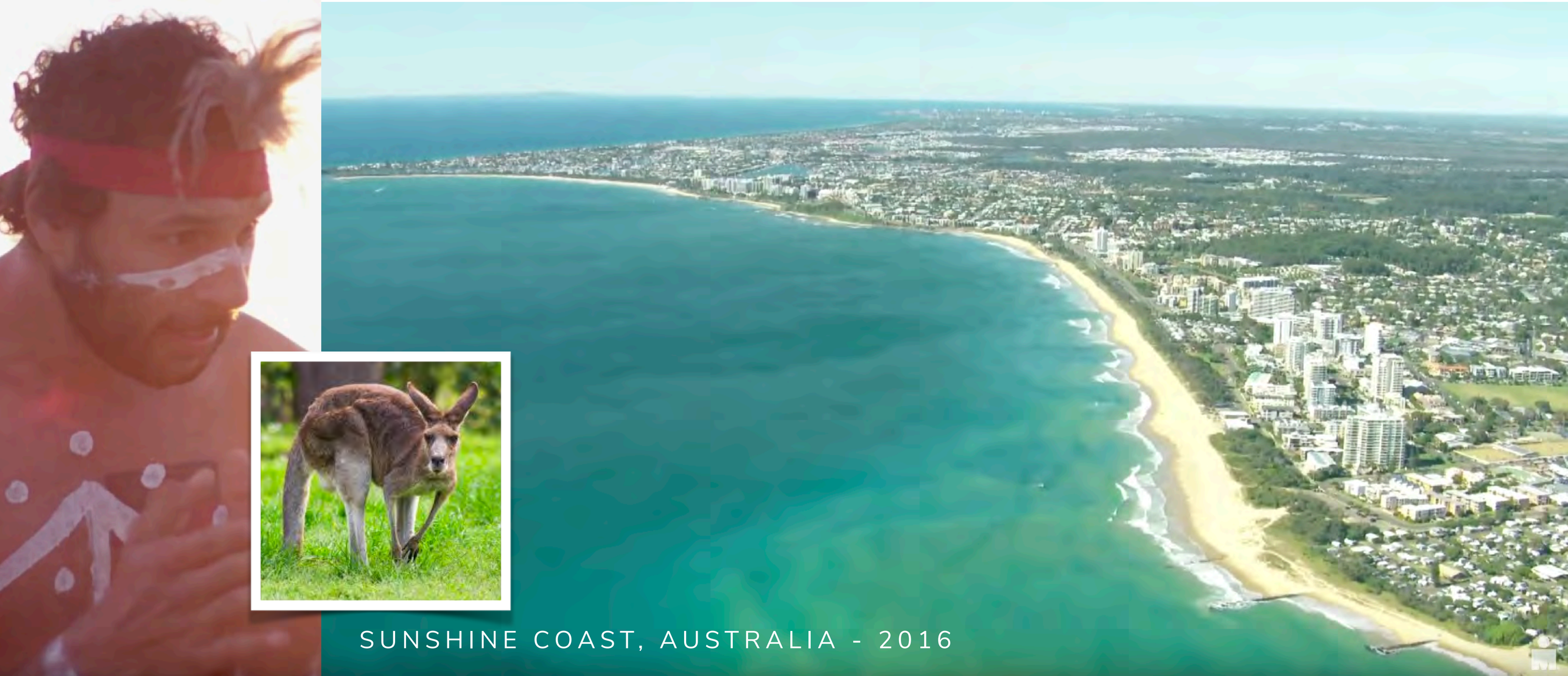
MENS RACE - Saturday, September 18

SEPTEMBER 13-20, 2021

IRONMAN 70.3 World Championship

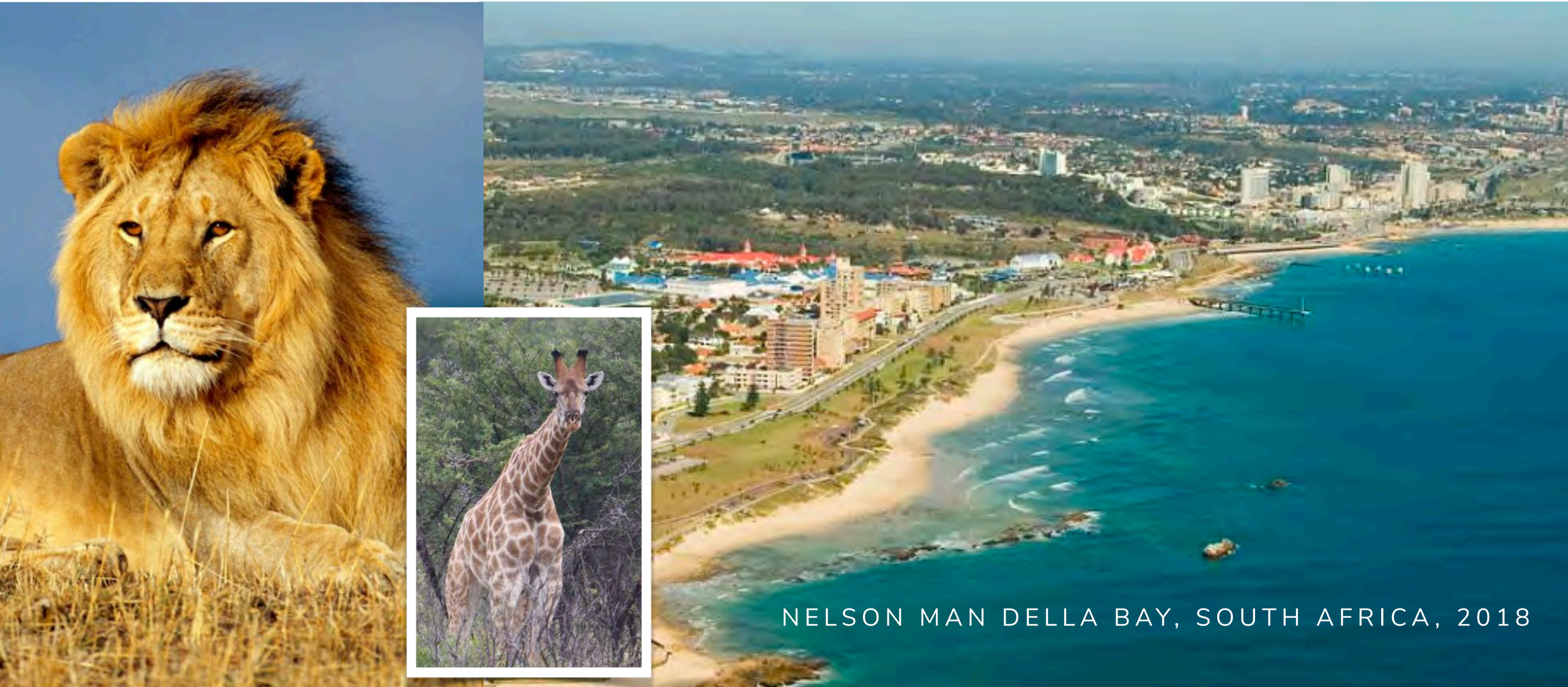
ST. GEORGE - SEPTEMBER 13-20, 2021

IRONMAN 70.3 World Championship



ST. GEORGE - SEPTEMBER 13-20, 2021

IRONMAN 70.3 World Championship



ST. GEORGE - SEPTEMBER 13-20, 2021

IRONMAN 70.3 World Championship

ST. GEORGE - SEPTEMBER 13-20, 2021

IRONMAN 70.3 World Championship

TAUPO, NEW ZEALAND - 2020

SEPTEMBER 13-20, 2021

IRONMAN 70.3 World Championship

Visitors

- 110 Countries
- 5700 athletes in France
- Projecting 7,000 in St. George
- 2,800 from outside of the U.S.
- 17,000 family & friends

$25 million in direct economic impact

SEPTEMBER 13-20, 2021

IRONMAN 70.3 World Championship

It's as much about the place as it is about the race.

IRONMAN 70.3 WORLD CHAMPIONSHIP

Key Concerns

Fully embracing the magnitude

IRONMAN 70.3 WORLD CHAMPIONSHIP

Key Concerns

Transportation - getting people around

IRONMAN 70.3 WORLD CHAMPIONSHIP

Key Concerns

Communication

Local Organizing Committees

Tourism Office

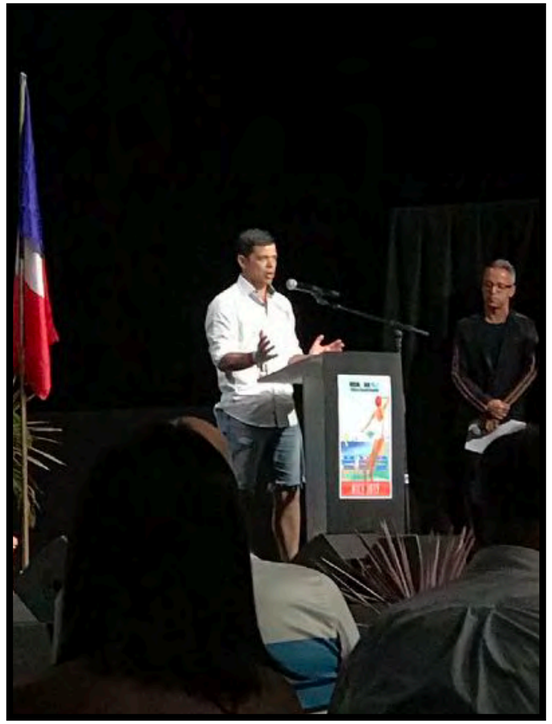
- Operations
- Transportation
- School District Relations
- International Relations
- Visitor Services
- Ceremonies & Events
- Community Outreach
- Volunteer Coordination

Commitments from Major Entities

School District

Washington County

Ceremonial Transfer to New Host



Local Delegation

- Mayor of Taupo
- Minister of Tourism
- Key Organizing Officials