

City of La Verkin

435 North Main St., La Verkin Utah, 84745

(435) 635-2581 Fax (435) 635-2104

www.laverkin.org

La Verkin City Council Meeting Agenda

Wednesday, June 3, 2020, 6:00 p.m.

Council Chambers, 111 S. Main, La Verkin, Utah

A. Meeting Called to Order: Invocation by Invitation; Pledge of Allegiance

B. Consent Agenda: (Items on the consent agenda may not require discussion. These items will be a single motion unless removed at the request of the Mayor or City Council.)

1. Declarations of conflict of interest
2. Agenda
3. Minutes: May 20, 2020 regular meeting
4. Review Checks and Invoices: \$114,389.49

C. Citizen Comment & Request for Future Agenda Items: No action may be taken on a matter raised under this agenda item. This item is reserved for the citizens of La Verkin who have items not listed on this agenda. There is a time limit of 20 minutes with each individual taking no more than 3 minutes.

D. Business:

1. Discussion and possible action to approve Resolution R-2020-10; a resolution accepting a Utah Outdoor Recreation Grant award from, and authorizing and approving a grant-related cooperative agreement or contract with the Governor's Office of Economic Development, to assist with needed funding for proposed improvements at the Power Plant Trailhead Park in southwest La Verkin.
2. Discussion and possible action to approve Resolution R-2020-11; a resolution accepting the Rachel Ray Covid 19 Grant Award from Best Friends Animal Society (BFAS), and authorizing and approving a grant-related agreement with BFAS, to fund various preventive, mitigating, and responsive efforts of the City and its animal shelter facility and personnel to meet challenges associated with the Covid-19 pandemic.

E. Mayor & Council Reports:

Mayor Hirschi:

Gubler: Public Safety, Recreation/City Festivals

Wilson: Ash Creek Sewer District, Public Works, Water, La Verkin Hot Springs

Wise: Planning Commission/Zoning, Beautification/Trails Committee, Economic Development/Tourism

Justice: Washington County Solid Waste, Homeland Security/CERT, Confluence Park

Hardy: Southwest Mosquito Abatement, Historical Preservation

F. Closed Session:

1. Discuss pending or reasonably imminent litigation.
2. Discuss the character, professional competence, or physical or mental health of an individual.

G. Reconvene from Closed Session:

1. Possible action on subject matter from Closed Session.

H. Adjourn:

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Christy Ballard, City Recorder, (435) 635-2581, at least 48 hours in advance.

Certificate of Posting

The undersigned City Recorder does hereby certify that the agenda was sent to each member of the governing body, sent to the Spectrum newspaper, posted on the State website at, posted on the La Verkin City website at www.laverkin.org and at the City office buildings

111 S. Main and 435 N. Main on May 29, 2020.

Christy Ballard, City Recorder

La Verkin City Invoice Register - 5/15/2020 to 5/29/2020 - All Invoices

5/29/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
RFD 100039110.	*Perry, Joseph	46924	5/18/2020	5/18/2020	\$35.26 35.26	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039110 - *Perry, Joseph
RFD 100040047.	^Cottam, Daren	46969	5/26/2020	5/26/2020	\$108.81 108.81	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040047 - ^Cottam, Daren
319433	ACE HARDWARE		5/28/2020	6/30/2020	\$12.99 0.26 0.78 1.55 0.65 0.65 5.72 0.52 0.52 0.26 1.56 0.52	104160.250 104240.250 104410.250 104410.745 104510.250 516340.250 516340.450 536310.250 536310.450 556350.250 556350.440	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Irrigation WATER MAIN REPAIR Drainage EQUIPMENT OPERA Drainage NEW SERVICES	
PR052220-258	AFLAC	46970	5/27/2020	5/27/2020	\$106.50 106.50	102224	Health Savings Account	AFLAC EE
RFD 100039714.	Alu Alu, Ben		5/28/2020	5/28/2020	\$108.18 108.18	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039714 - Alu Alu, Ben
RFD 100039726.	Canfield, Caitlin		5/29/2020	5/29/2020	\$107.67 107.67	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039726 - Canfield, Caitlin
756-0520	CenturyLink	46972	5/20/2020	5/31/2020	\$90.20 59.53 30.67	104210.290 104230.290	Police TELEPHONE Victims TELEPHONE	Phone Phone
979-0520	CenturyLink	46972	5/19/2020	5/31/2020	\$81.05 81.05 \$171.25	536310.250	Irrigation EQUIPMENT OPERA	DSL @ Filter station
040720	Citi Cards	52020	5/20/2020	5/10/2020	\$16.00 16.00	104140.315	Admin COMPUTER EQUIPME	Adapter for ZOOM meetings
04132020	Citi Cards	52020	5/19/2020	4/13/2020	\$15.00 15.00	104140.315	Admin COMPUTER EQUIPME	Screen cloud
052620	Citi Cards		5/28/2020	6/10/2020	\$49.00 49.00	104140.315	Admin COMPUTER EQUIPME	LaVerkin City web hosting
05262020	Citi Cards		5/28/2020	6/10/2020	\$44.80 20.61 4.03 12.54 2.24 5.38	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/JIN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	
41320	Citi Cards	52020	5/20/2020	5/10/2020	\$127.03 127.03 \$251.83	104140.210	Admin BOOKS, SUBSCRIPTION	Prime membership renewal
0505205	Concrete Taxi	46973	5/19/2020	6/1/2020	\$131.00 131.00	104510.730	Parks CAPITAL EXPENDITURE	Concrete for Power plant park

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67975413	Delage Landen Financial Services	46974	5/19/2020	6/1/2020	\$310.96 143.04 27.99 87.07 15.54 37.32	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	
68058917	Delage Landen Financial Services		5/21/2020	6/8/2020	\$49.51 49.51 \$360.47	104140.315	Admin COMPUTER EQUIPME	Property tax on printers
012791	Ditch Witch	46929	5/19/2020	5/1/2020	\$339.70 6.79 20.38 40.76 16.99 16.99 149.47 13.59 516340.450 13.59 536310.250 6.79 536310.450 40.76 556350.250 13.59 556350.440	104160.250 104240.250 104410.250 104410.745 104510.250 516340.250 516340.450 536310.250 536310.450 556350.250 556350.440	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN Irrigation EQUIPMENT OPERA Irrigation WATER MAIN REPAIR Drainage EQUIPMENT OPERA Drainage NEW SERVICES	vaccor
3269-0520	Dominioni Energy		5/28/2020	6/10/2020	\$41.03 20.50 20.53	104140.280 104210.280	Admin UTILITIES Police UTILITIES	111 S Main Street 111 S Main Street
9275-0520	Dominioni Energy		5/28/2020	6/10/2020	\$12.50 12.50	104510.280	Parks UTILITIES	Cemetery shop
9924-0520	Dominioni Energy		5/28/2020	6/10/2020	\$8.68 8.68 \$62.21	104140.280	Admin UTILITIES	435 N Main street
474120200601	EMI Health	46975	5/21/2020	6/1/2020	\$1,765.80 1,765.80	101562	PEHP/AFLAC Insurance Clearin	Dental Insurance
RFD 100040755.	Gilbert Development	46976	5/26/2020	5/26/2020	\$805.00 805.00	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040755 - Gilbert Development
11116-8	GREEN TREE LAWN & LANDSCAPE		5/29/2020	6/13/2020	\$875.00 875.00	104510.250	Parks EQUIPMENT OPERATIN	Monthly bill July 2020
052020	HALL, MEGAN	46936	5/19/2020	5/19/2020	\$100.00 100.00	104510.610	Parks SPORTS	Soccer referees
05132020	Health Equity	05132020	5/15/2020	5/13/2020	\$18.00 4.50 4.50 2.25 6.75	104140.130 104210.130 104230.130 516660.130	Admin EMPLOYEE BENEFITS Police EMPLOYEE BENEFITS Victims EMPLOYEE BENEFITS Admin EMPLOYEE BENEFITS	
PR052220-6099	Health Equity		5/27/2020	5/27/2020	\$410.00 410.00 \$428.00	102224	Health Savings Account	PEHP Health Equity
052020	Howard, Boone	46937	5/19/2020	5/19/2020	\$100.00 100.00	104510.610	Parks SPORTS	Soccer referees

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231	Hurricane Car Wash LLC	46977	5/19/2020	5/30/2020	\$124.65	104160.250	Bldg EQUIPMENT OPERATING	
					2.49	104240.250	Inspect EQUIPMENT OPERATI	
					7.48	104410.250	Streets EQUIPMENT OPERATI	
					14.95	104410.250	Streets STREET IMPROVEME	
					6.23	104410.745	Parks EQUIPMENT OPERATIN	
					6.23	104510.250	O&M EQUIPMENT OPERATIN	
					54.85	516340.250	O&M SYSTEMS MAINTENANC	
					4.99	516340.450	Irrigation EQUIPMENT OPERA	
					4.99	536310.250	Irrigation WATER MAIN REPAIR	
					2.49	536310.450	Drainage EQUIPMENT OPERA	
					14.96	556350.250	Drainage NEW SERVICES	
					4.99	556350.440		
231-1	Hurricane Car Wash LLC	46977	5/19/2020	5/30/2020	\$104.65			
					74.75	104210.250	Police EQUIPMENT OPERATIN	Monthly car washes
					14.95	104230.450	Victims VEHICLE MAINTENAN	Monthly car washes
					14.95	104253.450	Animal VEHICLE MAINTENAN	
	Vendor Total:				\$229.30			
2019-1307	HURRICANE CITY JUSTICE COURT	46978	5/19/2020	5/30/2020	\$666.38			
					666.38	104121.240	Police JUSTICE COURT	Indigent counsel # 191300576,205300895,391,613, 195303709,274
11-493	HURRICANE CITY WATER DEPT	46979	5/19/2020	6/1/2020	\$146.23			
					101.59	516660.410	Admin PRODUCT OR SERVIC	Power for ash creek April 2020 @6%
					44.64	516660.410	Admin PRODUCT OR SERVIC	Chlorine
2648	Keep It Green	46980	5/19/2020	6/1/2020	\$578.00			
					418.00	104510.250	Parks EQUIPMENT OPERATIN	Monthly weed and fertilizer for parks and cemetery
					160.00	104510.410	Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetery
PR052220-147	LEGAL SHIELD	46981	5/27/2020	5/27/2020	\$89.26			
					89.26	102225	Misc Payable	LegalShield
EA925247	Les Olson	46982	5/22/2020	5/10/2020	\$167.17			
					56.90	104140.240	Admin OFFICE EXPENSE, SUP	
					45.74	104140.310	Admin ATTORNEY/IN HOUSE	
					36.11	516660.240	Admin OFFICE EXPENSE, SUP	
					8.36	536310.240	Irrigation OFFICE EXPENSE, S	
					20.06	556350.240	Drainage OFFICE EXPENSE, S	
EA931232	Les Olson		5/28/2020	6/10/2020	\$292.94			
					100.70	104140.240	Admin OFFICE EXPENSE, SUP	
					122.56	104140.310	Admin ATTORNEY/IN HOUSE	
					40.02	516660.240	Admin OFFICE EXPENSE, SUP	
					10.65	536310.240	Irrigation OFFICE EXPENSE, S	
					19.01	556350.240	Drainage OFFICE EXPENSE, S	
	Vendor Total:				\$460.11			
24852	My Fleet Center,		5/15/2020	6/10/2020	\$87.95			
					1.76	104160.250	Bldg EQUIPMENT OPERATING	
					5.28	104240.250	Inspect EQUIPMENT OPERATI	
					10.54	104410.250	Streets EQUIPMENT OPERATI	2019 Ford truck, oil change
					4.40	104410.745	Streets STREET IMPROVEME	

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24998	My Fleet Center,		5/20/2020	6/5/2020	\$84.52	104510.250	Parks EQUIPMENT OPERATIN	
					84.52	104410.250	Streets EQUIPMENT OPERATI	2012 Chevy- R Slack
25118	My Fleet Center,		5/28/2020	6/10/2020	\$115.28	104160.250	Bldg EQUIPMENT OPERATING	
					2.31	104240.250	Inspect EQUIPMENT OPERATI	
					6.92	104410.250	Streets EQUIPMENT OPERATI	2019 Chevy 3500
					13.84	104410.250	Streets STREET IMPROVEME	
					5.76	104410.745	Parks EQUIPMENT OPERATIN	
					5.76	104510.250	O&M EQUIPMENT OPERATIN	
					50.72	516340.250	O&M SYSTEMS MAINTENANC	
					4.61	516340.450	Irrigation EQUIPMENT OPERA	
					4.61	536310.250	Irrigation WATER MAIN REPAIR	
					2.31	536310.450	Drainage EQUIPMENT OPERA	
					13.83	556350.250	Drainage NEW SERVICES	
					4.61	556350.440		
	Vendor Total:				\$287.75			
610715	NAPA AUTO PARTS		5/28/2020	6/10/2020	\$39.96	104510.450	Parks VEHICLE MAINTENANC	Cabin air filter on 2016 chevy
611513	NAPA AUTO PARTS		5/20/2020	6/10/2020	\$100.83	104160.250	Bldg EQUIPMENT OPERATING	
					2.02	104240.250	Inspect EQUIPMENT OPERATI	
					6.05	104410.250	Streets EQUIPMENT OPERATI	Battery
					12.10	104410.745	Streets STREET IMPROVEME	
					5.04	104510.250	Parks EQUIPMENT OPERATIN	
					5.04	104510.250	O&M EQUIPMENT OPERATIN	
					44.37	516340.250	O&M SYSTEMS MAINTENANC	
					4.03	516340.450	Irrigation EQUIPMENT OPERA	
					4.03	536310.250	Irrigation WATER MAIN REPAIR	
					2.02	536310.450	Drainage EQUIPMENT OPERA	
					12.10	556350.250	Drainage NEW SERVICES	
					4.03	556350.440		
	Vendor Total:				\$140.79			
042020	PEHP	46983	5/22/2020	5/10/2020	\$22,384.92	101562	PEHP/AFLAC Insurance Clearin	April 2020
052020	PEHP		5/20/2020	6/9/2020	\$22,384.92	101562	PEHP/AFLAC Insurance Clearin	Employee insurance May 2020
	Vendor Total:				\$44,769.84			
52220	PUBLIC EMPLOYEES LTD PROGRAM		5/29/2020	6/10/2020	\$411.83	101562	PEHP/AFLAC Insurance Clearin	LTD 04/25/20 to 5/22/20
0016-0520	ROCKY MOUNTAIN POWER		5/19/2020	6/5/2020	\$67.02	104253.280	Animal UTILITIES	Animal shelter
0017-0520	ROCKY MOUNTAIN POWER		5/19/2020	6/5/2020	\$3,665.00	104140.280	Admin UTILITIES	435 N Main, 1/2 @ 111 S Main
					618.77	104210.280	Police UTILITIES	1/2 @ 111 S Main
					208.24	104410.280	Streets UTILITIES	Street lights
					2,371.56			

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	Vendor Total:				152.74 294.12 19.57 \$3,732.02	104510.280 516660.280 536310.250	Parks UTILITIES Admin UTILITIES Irrigation EQUIPMENT OPERA	Parks Pump station Filter station
6470174	SCHOLZEN PRODUCTS CO INC		5/28/2020	6/10/2020	\$2,187.47	104510.730	Parks CAPITAL EXPENDITURE	repair equipment- Groom
6472373	SCHOLZEN PRODUCTS CO INC		5/15/2020	6/10/2020	\$210.63	516340.440	O&M NEW SERVICES	Cemetery water repair
6472456	SCHOLZEN PRODUCTS CO INC		5/15/2020	6/10/2020	\$287.10	516340.440	O&M NEW SERVICES	Cemetery sprinkler repair
6472524	SCHOLZEN PRODUCTS CO INC		5/15/2020	6/10/2020	\$715.60	516340.440	O&M NEW SERVICES	Meter replacement
6472635	SCHOLZEN PRODUCTS CO INC		5/15/2020	6/10/2020	\$500.10	516340.440	O&M NEW SERVICES	Cemetery sprinkler repair
6473254	SCHOLZEN PRODUCTS CO INC		5/15/2020	6/10/2020	\$31.95	516340.450	O&M SYSTEMS MAINTENANC	Chlorine pillows
6474012 PO# 3646	SCHOLZEN PRODUCTS CO INC		5/28/2020	6/10/2020	\$701.53 701.53	536310.450	Irrigation WATER MAIN REPAIR	Irrigation switch over Guymon off main line to 300 N
6474797	SCHOLZEN PRODUCTS CO INC		5/28/2020	6/10/2020	\$1,511.51 1,511.51	104510.730	Parks CAPITAL EXPENDITURE	repair equipment- Groom
6474808 PO# 3646	SCHOLZEN PRODUCTS CO INC		5/28/2020	6/10/2020	\$650.33 650.33	536310.450	Irrigation WATER MAIN REPAIR	Irrigation switch over Guymon off main line to 300 N
6474840	SCHOLZEN PRODUCTS CO INC		5/28/2020	6/10/2020	\$5,495.59	104510.730	Parks CAPITAL EXPENDITURE	supplies for Power plant park
6474861	SCHOLZEN PRODUCTS CO INC		5/28/2020	6/10/2020	\$8,522.22 8,522.22	104510.730	Parks CAPITAL EXPENDITURE	repair equipment- Groom
	Vendor Total:				\$20,814.03			
131061	SOUTHERN UTAH DISTRIBUTING INC		5/28/2020	6/10/2020	\$54.99 54.99	104160.250	Bldg EQUIPMENT OPERATING	TP
7307758368	STAPLES	46985	5/19/2020	6/1/2020	\$18.27 8.40 1.64 5.12 0.92 2.19	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	
6150833	STEPHEN WADE CHEVROLET	46953	5/19/2020	5/12/2020	\$144.47 2.89 8.67 17.33 7.22 7.22 63.57 5.78 5.78 2.89 17.34	104160.250 104240.250 104410.250 104410.745 104510.250 516340.250 516340.450 536310.250 536310.450 556350.250	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Irrigation WATER MAIN REPAIR Drainage EQUIPMENT OPERA	

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108318	SUNRISE ENGINEERING INC	46955	5/19/2020	2/11/2020	\$3,920.25	556350.440	Drainage NEW SERVICES	
					651.00	104240.460	Inspect ENGINEER	Misc services
					616.00	104240.460	Inspect ENGINEER	Boyd Earl access
					1,118.00	104240.460	Inspect ENGINEER	300 N roadway improvements
					1,535.25	104410.745	Streets STREET IMPROVEME	100 South Roadway improvements
108318-1 PO# 3644	SUNRISE ENGINEERING INC	46987	5/20/2020	5/20/2020	\$502.50	104510.470	Parks IMPACT FEES	Engineering for Power Plant Park
					502.50	104510.470	Parks IMPACT FEES	
	Vendor Total:				\$4,422.75			
17177	Toquerville City		5/28/2020	5/25/2020	\$582.29	104410.745	Streets STREET IMPROVEME	Crack sealing sharing
M03099	TURNER TURF FARMS		5/28/2020	6/10/2020	\$84.00	104510.250	Parks EQUIPMENT OPERATIN	300 Sq ft sod
3520489381	UniFirst Corporation	46988	5/19/2020	6/1/2020	\$45.91	104160.250	Bldg EQUIPMENT OPERATING	
					0.92	104240.250	Inspect EQUIPMENT OPERATI	
					2.75	104410.250	Streets STREET IMPROVEME	
					5.49	104410.745	Parks EQUIPMENT OPERATIN	
					2.30	104510.250	O&M SYSTEMS MAINTENANC	
					20.20	516340.250	Irrigation EQUIPMENT OPERA	
					1.84	536310.250	Drainage EQUIPMENT OPERA	
					1.84	556350.250	Drainage NEW SERVICES	
3520489848	UniFirst Corporation		5/20/2020	6/15/2020	\$45.91	104160.250	Bldg EQUIPMENT OPERATING	
					0.92	104240.250	Inspect EQUIPMENT OPERATI	
					2.75	104410.250	Streets STREET IMPROVEME	
					5.49	104410.745	Parks EQUIPMENT OPERATIN	
					2.30	104510.250	O&M SYSTEMS MAINTENANC	
					20.20	516340.250	Irrigation EQUIPMENT OPERA	
					1.84	536310.250	Drainage EQUIPMENT OPERA	
					0.92	556350.250	Drainage NEW SERVICES	
					1.84	556350.440	Drainage NEW SERVICES	
3520490325	UniFirst Corporation		5/28/2020	6/15/2020	\$45.91	104160.250	Bldg EQUIPMENT OPERATING	
					0.92	104240.250	Inspect EQUIPMENT OPERATI	
					2.75	104410.250	Streets STREET IMPROVEME	
					5.49	104410.745	Parks EQUIPMENT OPERATIN	
					2.30	104510.250	O&M SYSTEMS MAINTENANC	
					20.20	516340.250	Irrigation EQUIPMENT OPERA	
					1.84	536310.250	Drainage EQUIPMENT OPERA	
					1.84	556350.250	Drainage NEW SERVICES	
					0.92	556350.440	Drainage NEW SERVICES	

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7345-2020-21-06 PO# 3642	Utah Department of Public Safety	46989	5/20/2020	5/14/2020	\$137.73	104210.410	Police DAT/INVESTIGATION/DI	2020 Local public safety surviving spouse trust fund
1582794	UTAH LOCAL GOVERNMENT TRUST		5/15/2020	6/10/2020	\$1,283.20	101563	ULGT Life Insurance Clearing	Life insurance
1582795	UTAH LOCAL GOVERNMENT TRUST		5/15/2020	6/10/2020	\$1,059.80	101564	Workers Comp Clearing	Life insurance
1582796	UTAH LOCAL GOVERNMENT TRUST		5/15/2020	6/10/2020	\$1,863.39	101564	Workers Comp Clearing	2019 Workers comp audit
	Vendor Total:				\$4,206.39			
03182020	UTAH RETIREMENT SYSTEMS	04062020	5/18/2020	4/6/2020	(\$100.00)	102223	Retirement Payable	correct deposit
04202020	UTAH RETIREMENT SYSTEMS	4052021	5/18/2020	4/20/2020	(\$100.00)	102223	Retirement Payable	correct deposit
PR0522220-501	UTAH RETIREMENT SYSTEMS		5/27/2020	5/27/2020	\$9,018.79	102223	Retirement Payable	401k
	Vendor Total:				\$8,818.79			Retirement
PR0522220-449	Utah State Tax Commission		5/27/2020	5/27/2020	\$2,010.27	102222	State Withholding	State Income Tax
9854580223	VERIZON WIRELESS		5/28/2020	6/1/2020	\$1,162.22	104140.290	Admin TELEPHONE/COMMUNI	
					110.52	104210.290	Police TELEPHONE	
					287.74	104230.290	Victims TELEPHONE	
					44.62	104230.290	Animal EQUIPMENT OPERATI	
					40.01	104230.290	Admin TELEPHONE & COMMU	
03-01565007	WASHINGTON COUNTY LANDFILL	46962	5/19/2020	5/1/2020	\$1.00	104160.250	Bldg EQUIPMENT OPERATING	
					0.02	104240.250	Inspect EQUIPMENT OPERATI	
					0.06	104410.250	Streets EQUIPMENT OPERATI	
					0.12	104410.250	Streets STREET IMPROVEME	
					0.05	104410.250	Parks EQUIPMENT OPERATI	
					0.05	104510.250	O&M EQUIPMENT OPERATI	
					0.44	516340.250	O&M SYSTEMS MAINTENANC	
					0.04	536310.250	Irrigation EQUIPMENT OPERA	
					0.02	536310.450	Irrigation WATER MAIN REPAIR	
					0.12	556350.250	Drainage EQUIPMENT OPERA	
					0.04	556350.440	Drainage NEW SERVICES	
12790	WCWCD	46963	5/19/2020	8/31/2019	\$2,869.57	516660.410	Admin PRODUCT OR SERVIC	Aug. 2019 water development surcharge fees
					2,869.57			
052020	Williamson, Bridger	46965	5/19/2020	5/19/2020	\$100.00	104510.610	Parks SPORTS	Soccer referees
5161273-0520	ZIONS BANK- TRUST OPERATIONS	46990	5/19/2020	6/1/2020	\$262.50	301580	Zions Bank Clearing account	monthly payment requirement
051520	ZIONS FIRST NATIONAL BANK CC		5/19/2020	6/1/2020	\$95.45	104160.270	Bldg B&G OPERATION AND M	Safety screen
					95.45			

La Verkin City Invoice Register - 5/15/2020 to 5/29/2020 - All Invoices

5/29/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
05192020	ZIONS FIRST NATIONAL BANK CC	5192020	5/20/2020	5/19/2020	(\$67.84)	104140.610	Admin MISCELLANEOUS SER	Adjustment on CC
052020	ZIONS FIRST NATIONAL BANK CC		5/21/2020	6/10/2020	\$29.59	104410.745	Streets STREET IMPROVEME	16" edger
05202020	ZIONS FIRST NATIONAL BANK CC		5/21/2020	6/10/2020	\$56.00	104410.745	Streets STREET IMPROVEME	Rock
103164057	ZIONS FIRST NATIONAL BANK CC		5/28/2020	6/10/2020	\$28.77	104253.270	Animal B&G OPERATIONS AN	3ml syringe
120080462	ZIONS FIRST NATIONAL BANK CC		5/20/2020	6/1/2020	\$570.00	104410.250	Streets EQUIPMENT OPERATI	Steel dome garbage can lids -6
2655830691	ZIONS FIRST NATIONAL BANK CC		5/28/2020	6/10/2020	\$162.00	104253.270	Animal B&G OPERATIONS AN	Nobivac canine 1 DAPPv vaccine
Vendor Total:					\$873.97			
5161272-0620	ZIONS FIRST NATIONAL BANK.		5/22/2020	6/1/2020	\$250.00	304711.830	Paying agent fees S2006 - S201	Paying agent fee
5161272-20	ZIONS FIRST NATIONAL BANK.		5/22/2020	6/1/2020	(\$9.74)	304711.830	Paying agent fees S2006 - S201	Less cash on hand
PR052220-234	ZIONS FIRST NATIONAL BANK.	05272020	5/27/2020	5/27/2020	\$9,729.81	102221	FICA & FWT Withholding	Social Security Tax
					5,549.26	102221	FICA & FWT Withholding	Medicare Tax
					1,297.82	102221	FICA & FWT Withholding	Federal Income Tax
					2,882.73	102221		
					\$9,970.07			
Vendor Total:					\$114,389.49			
Total:								
					46,947.47	101562	GL Account Summary	
					1,283.20	101563	PEHP/AFLAC Insurance Clearin	
					2,923.19	101564	ULGT Life Insurance Clearing	
					9,729.81	102221	Workers Comp Clearing	
					2,010.27	102222	FICA & FWT Withholding	
					8,818.79	102223	State Withholding	
					516.50	102224	Retirement Payable	
					89.26	102225	Health Savings Account	
					666.38	104121.240	Misc Payable	
					4.50	104140.130	Police JUSTICE COURT	
					127.03	104140.210	Admin EMPLOYEE BENEFITS	
					329.65	104140.240	Admin BOOKS, SUBSCRIPTION	
					647.95	104140.280	Admin OFFICE EXPENSE, SUP	
					110.52	104140.290	Admin UTILITIES	
					201.96	104140.310	Admin TELEPHONE/COMMUNI	
					129.51	104140.315	Admin ATTORNEY/IN HOUSE	
					-67.84	104140.610	Admin COMPUTER EQUIPME	
					76.29	104160.250	Admin MISCELLANEOUS SER	
					95.45	104160.270	Bldg EQUIPMENT OPERATING	
					4.50	104210.130	Bldg B&G OPERATION AND M	
					74.75	104210.250	Police EMPLOYEE BENEFITS	
					228.77	104210.280	Police EQUIPMENT OPERATIN	
					347.27	104210.290	Police UTILITIES	
					475.00	104210.410	Police TELEPHONE	
					2.25	104230.130	Police DAT/INVESTIGATION/DI	
					75.29	104230.290	Victims EMPLOYEE BENEFITS	
							Victims TELEPHONE	

La Verkin City Invoice Register - 5/15/2020 to 5/29/2020 - All Invoices

5/29/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					14.95	104230.450	Victims VEHICLE MAINTENAN	
					63.87	104240.250	Inspect EQUIPMENT OPERATI	
					2,385.00	104240.460	Inspect ENGINEER	
					40.01	104253.250	Animal EQUIPMENT OPERATI	
					190.77	104253.270	Animal B&G OPERATIONS AN	
					67.02	104253.280	Animal UTILITIES	
					14.95	104253.450	Animal VEHICLE MAINTENAN	
					782.18	104410.250	Streets EQUIPMENT OPERATI	
					2,371.56	104410.280	Streets UTILITIES	
					2,256.37	104410.745	Streets STREET IMPROVEME	
					1,430.24	104510.250	Parks EQUIPMENT OPERATI	
					165.24	104510.280	Parks UTILITIES	
					160.00	104510.410	Parks CEMETARY IMPROVEM	
					39.96	104510.450	Parks VEHICLE MAINTENANC	
					502.50	104510.470	Parks IMPACT FEES	
					300.00	104510.610	Parks SPORTS	
					17,847.79	104510.730	Parks CAPITAL EXPENDITURE	
					104,480.13		Total	
					262.50	301580	Zions Bank Clearing account	
					240.26	304711.830	Paying agent fees S2006 - S201	
					502.76		Total	
					1,164.92	512330	Turn on Fee/Renter Deposit	
					468.44	516340.250	O&M EQUIPMENT OPERATI	
					1,713.43	516340.440	O&M NEW SERVICES	
					74.55	516340.450	O&M SYSTEMS MAINTENANC	
					6.75	516660.130	Admin EMPLOYEE BENEFITS	
					180.86	516660.240	Admin OFFICE EXPENSE, SUP	
					294.12	516660.280	Admin UTILITIES	
					679.33	516660.290	Admin TELEPHONE & COMMU	
					3,015.80	516660.410	Admin PRODUCT OR SERVIC	
					7,598.20		Total	
					37.71	536310.240	Irrigation OFFICE EXPENSE, S	
					143.22	536310.250	Irrigation EQUIPMENT OPERA	
					1,373.16	536310.450	Irrigation WATER MAIN REPAIR	
					1,554.09		Total	
					83.96	556350.240	Drainage OFFICE EXPENSE, S	
					127.75	556350.250	Drainage EQUIPMENT OPERA	
					42.60	556350.440	Drainage NEW SERVICES	
					254.31		Total	
					\$114,389.49		GL Account Summary Total	

RESOLUTION NO. R-2020-__

A RESOLUTION ACCEPTING AN UTAH OUTDOOR RECREATION GRANT AWARD FROM, AND AUTHORIZING AND APPROVING A GRANT-RELATED COOPERATIVE AGREEMENT OR CONTRACT ("CONTRACT") WITH THE GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT, TO ASSIST WITH NEEDED FUNDING FOR PROPOSED IMPROVEMENTS AT THE POWER PLANT TRAILHEAD PARK IN SOUTHWEST LaVERKIN; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of LaVerkin ("City") and the State of Utah ("the State"), by and through the Governor's Office of Economic Development ("OED"), are interested in, and are making plans for, certain improvements to be constructed at the new Power Plant Trailhead Park ("TH Park"), in southwest LaVerkin, which will serve as an entryway and access point to the Confluence Park in the area of the historic Power Plant below; and

WHEREAS, such improvements—identified as "Phase One Improvements" in Attachment C to the attached cooperative agreement or contract ("the Contract") with OED, which Contract and attachments are collectively referred to as "the Contract" and are associated with a Utah Outdoor Recreation Grant award ("UOR Grant") to the City—will enhance visitor experience and usage at the TH Park and access to the trailhead situated on the TH Park property; and

WHEREAS, the State is willing to assist in the funding of the desired improvements ("the Improvements"), providing a matching grant to the City of fifty percent (50%) of the eligible costs of the Improvements, *but not exceeding* a total of Twenty-seven Thousand Dollars (\$27,000.00) ("State Funding") in reimbursement, subject to a number of requirements imposed on the City as a condition for receiving and being entitled to keep and use such Statement Funding, as set forth in the Contract; and

WHEREAS, City Staff has reviewed and recommends that the City Council approve the Contract, a copy of which is attached hereto as an **Exhibit A**, the contents of which are incorporated herein as though specifically set forth; and

WHEREAS, the Contract is or might be governed by the provisions of the *Utah Interlocal Cooperation Act*, thus possibly requiring any action to approve the *Agreement* to be taken by resolution or ordinance of the City Council; and

WHEREAS, the City Council determines and hereby declares that the acceptance and approval of the UOR Grant is in the best interest of the City and its residents, businesses and visiting public / tourists; and

WHEREAS, the City Council determines and hereby declares that the Contract, as proposed (a) is in the best interests of the City and its residents, businesses, and visiting public / tourists; and (b) should be approved, adopted and executed by the City; and

RESOLUTION NO. R-2020-____

NOW, THEREFORE, be it resolved by the City Council of LaVerkin City, Utah, that: (1) the Utah Outdoor Recreation Grant is hereby accepted and approved by the City; (2) the associated cooperative agreement or contract ("the Contract") with the State of Utah ("the State"), by and through the Governor's Office of Economic Development ("OED"), as proposed, is hereby **approved** and **adopted**; (3) the Mayor is hereby authorized to sign the *Agreement* on behalf of the City; (4) if any part of this resolution shall be declared invalid, such declaration shall not affect the validity of the remainder of this resolution; (5) all resolutions or policies in conflict herewith are hereby repealed; and (6) this Resolution shall take effect immediately upon passage.

PASSED, ADOPTED AND APPROVED this ____ day of June, 2020.

RICHARD M. HIRSCHI, Mayor

ATTEST:

CHRISTY BALLARD, City Recorder

*Resolution and attached Agreement
approved as to form and content:*

KEVIN R. BENNETT, City Attorney

Exhibit A



STATE OF UTAH CONTRACT
The Governor's Office of Economic Development
Utah Outdoor Recreation Grant

1. **CONTRACTING PARTIES:** This contract is between the State of Utah, Governor's Office of Economic Development, referred to as the State, and the following Grantee:

La Verkin City
435 No. Main Street
La Verkin, Ut 84745

Federal Tax ID: 87-0302950
Legal Status of Contractor: Governmental Agency

Contact Person: ~~Patricia Wise~~ Kyle Gubler
Phone #:
Email: patricia.wise.lv@gmail.com kyle.gubler@laverkincity.org

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide terms and conditions under which the Grantee may obtain and maintain eligibility for Utah Outdoor Recreation Grant funding.
3. **AUTHORITY:** This contract is entered pursuant to the State's authority to administer funds under Utah Code § 63N-9-2 and Utah Administrative Code R357-16.
4. **CONTRACT PERIOD:**
Effective Date: May 19, 2020
Termination Date: May 18, 2022, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The State awards and the Grantee accepts a potential grant award of up to \$27,000.00.
Fund: 2306
Unit: 6272
Appropriation: 2306
Commodity Code: 99999
6. **ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**
Attachment A – Standard Terms and Conditions for Grants
Attachment B – Utah Outdoor Recreation Grant Terms and Conditions
Attachment C – Scope of Work
Attachment D –
7. **DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:**
All governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to Utah Code § and Utah Administrative Rule .
8. **CONTRACT EXECUTION:**
Each person signing this contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the contract and the performance of each party's obligations hereunder have been duly authorized and that the contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This contract is not fully executed until all parties, including but not limited to the Utah Division of Finance, have signed this contract.

BY SIGNING THIS CONTRACT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE

HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

LA VERKIN CITY

Name:

Title:

Date:

THE STATE OF UTAH

Name:

Title:

Date:

Governor's Office of Economic Development

Name:

Title:

Date:

Governor's Office of Economic Development

Name:

Title:

Date:

Contract Number: 210633301

State of Utah

Division of Finance

Attachment A: Standard Terms and Conditions for Grants between Government Entities

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

1. "**Contract**" means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
2. "**Grant Money**" means money derived from State fees or tax revenues that are owned, held, or administered by the State.
3. "**Grantee**" means the individual or entity which is the recipient of Grant Money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
4. "**Non-Public Information**" means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
5. "**State**" means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
6. "**SubGrantees**" means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee's manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations 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. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract. This includes documentation related to Grantee's performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee's use of the Grant Money is appropriate and has been properly reported.
5. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Contract.
6. **INDEMNITY:** Both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i)

Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.
10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
13. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.
14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
17. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the

State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.

19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
21. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
22. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
23. **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.
24. **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.

(Revision date: 21 March 2019)

Attachment B: Utah Outdoor Recreation Grant Program Terms and Conditions

1. PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:

- a. The scope of work for this grant contract is outlined in Attachment C. The Grantee hereby agrees to complete that scope of work, and shall use the grant funding provided to achieve the goals and benchmarks set forth therein.
- b. Successful completion of the scope of work will be determined by the State, based on documentation of the completion of goals and benchmarks outlined in Attachment C.
- c. The Grantee shall comply with all applicable Federal and State statutes and regulations and will be responsible for obtaining and maintaining any necessary permits and approvals prior to commencement of the project.
- d. All requirements listed in the application and program guide for eligibility and required attachments are incorporated here by reference though not attached hereto.
- e. The scope of work is hereby termed the Grantee's project, which shall commence within one hundred eighty (180) calendar days from the contract effective date and be completed on or before the contract termination date.
- f. The Grantee agrees that the project area acquired, developed or improved pursuant to this contract shall not be converted to other than public recreational use without written notice and approval from the Director of the Utah Office of Outdoor Recreation. Furthermore, if the infrastructure developed with the Utah Outdoor Recreation Grant program funds is converted to other use, the other use must be of comparable value and may not be converted until both parties agree in writing to the converted use. The converted use must be in the same general location and will be provided by the Grantee.
- g. The Grantee shall maintain or ensure appropriate maintenance as determined by the State of all facilities and property covered by this contract in a safe, usable, and attractive condition. The project area shall be kept reasonably open, accessible and safe for public use. Structures, trail and trail infrastructure should be kept maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The State makes no claims to ownership nor management interests of facilities constructed pursuant to this contract on lands legally owned by the Grantee.
- h. The Grantee shall provide evidence that the infrastructure project has county, city or tribal approval and endorsement. An contract must be signed with the party who will maintain the recreational infrastructure for at least the next 10 years. Evidence supplied in the Grantee's application may fulfill this requirement. The State reserves the right to request updated documentation and proof on continued support and maintenance contracts at any time. The Grantee shall give the State reasonable notice of any change in the contract or endorsement status. Loss of endorsement or maintenance contract may constitute an event of default and result in a recapture of the grant funds.
- i. If the project is on federal lands, the Grantee must receive approval from the lead agency responsible for compliance with the National Environmental Policy Act (NEPA). Loss of approval from or any violation of federal regulations shall constitute an event of default and result in the recapture of the grant funds. The Grantee shall give the State reasonable notice in the event that approval for the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the State.
- j. All property on which Utah Outdoor Recreation Grant infrastructure funded projects are located must be owned by or under the control of the Grantee (e.g. local government or conservancy.) If the project crosses private property, as in the case of a trail, an contract must be reached with the property owners to allow the general public right-of-way. This should be documented with a Grant of Easement and Right-of-Way. Proof of ownership and all relevant contracts shall be provided to the State before completion of the project. Lack of proof shall constitute an event of default and may result in the recapture of the grant funds.
- k. The infrastructure project must have an endorsement from the local economic development office or designated local tourism office stating that the project will have the ability to attract growth and retention in the community/area and/or have the potential for increased visitation to the area. The project shall meet the qualifications of Utah Section 63N-3-109. This requirement can be fulfilled by the endorsement provided in the Grantee's Application. If the status of the endorsement changes the Grantee may provide reasonable notice in writing of such change to the State. The State reserves the right to recapture all grant funds if the endorsement is rescinded and it is determined by the State that the project has no or little economic impact.
- l. The Grantee must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is not in a special management area for endangered species such as the Sage Grouse. If the project is in or close to a special management area it must first secure written approval from the DWR. DWR may

continually add or remove species from the list of species requiring a special management area. The Grantee is responsible for maintaining the project in a way that is current with all DWR regulations and requirements. If the project is found to be in violation of any regulation regarding the management of species within the project, it shall constitute an event of default and may result in the recapture of the grant funds.

- m. The Grantee agrees to make the project accessible to the general public, including compliance with the Americans with Disabilities Act (ADA). No fees or other restrictions shall be prohibitive to the extent that portions of the public at large will not be able to access the project. All fees charged by the Grantee or others in granting access to the project shall be disclosed to the State in writing. The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this paragraph. If a fee is found to be prohibitive to public access the Grantee shall have 30 days to change the fee to be reasonable or this will constitute an event of default and the State may recapture the grant funds.
- n. The Grantee shall notify the State of the public opening date, and upon the public opening of the project, the Grantee shall make every effort to make the public aware of the project's existence with appropriate publicity and marketing. Such publicity can include but is not limited to, a grand opening ceremony, press release to the local media or social media outlets to appropriately promote the public use of the project.

2. NATURE OF ENTITY:

- a. The Grantee is a municipality, county, tribal government, or non-profit corporation classified under U.S. Code § 501(c) and is physically located within the State.
- b. The Grantee is not a for-profit entity; for-profit entities may not receive a Utah Outdoor Recreation Grant.

3. REPORTING:

- a. Reports shall be provided by the Grantee to the State at least every six months, and no later than 60 days after the contract termination date. Each report shall include the following:
 - i. Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment C: Scope of Work;
 - ii. A brief synopsis of the work completed in the previous six months; and
 - iii. An outline of the work anticipated to be completed in the next six months.

4. FUNDING:

- a. The Grantee shall not receive any grant funds until this contract is fully signed and executed.
- b. Up to 75% of the contract Amount may be reimbursed prior to full completion of the Grantee's project. The remaining 25% of funds are contingent on completion of the Grantee's project, a final on-site inspection, and submission of the Final Report as outlined in the 2020 UORG Program Guide, which is available to the Grantee from the State and incorporated by reference to this contract.
- c. In no event shall payments from the State to the Grantee exceed in sum the contract amount.
- d. All funds are to be distributed in a post-performance manner, as reimbursement for dollars spent by the Grantee within the scope of the Grantee's project.
- e. The State will not fund more than 50% of the eligible costs of the project's eligible costs. The Grantee must provide matching funds in an amount of at least 50% of the project's eligible costs.
- f. At least 50% of the Grantee's required matching funds must be paid in cash.
- g. Up to 50% of the Grantee's required matching funds may be provided through an in-kind contribution if:
 - i. Approved in advance by the State;
 - ii. The Grantee is a non-profit corporation or governmental entity; and
 - iii. The in-kind donation is for services or materials that are directly related to the construction of the Grantee's project, defined in Attachment C: Scope of Work.

5. REIMBURSEMENT REQUESTS:

- a. Reimbursement requests received by the State after the contract termination date WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.
- b. The following documentation shall, at minimum, be provided upon reimbursement request, and additional documentation may be required by the State:
 - i. Copies of invoices and evidences of payment (checks, bank statements, etc.) for work done on the project;
 - ii. Records of volunteer labor or other in-kind donations for work done on the project;

- iii. Several photos to show the project is complete;
 - iv. A final report with the description of the project and other data requested by the State;
 - v. A description and an itemized report detailing the expenditure of the grant or the intended expenditure of any grant funds that have not been spent;
 - vi. A letter of request on letterhead of the Grantee specifying the grant amount requested.
- c. Requests shall be submitted to the State electronically, to the Program Manager in the Office of Outdoor Recreation and/or the Compliance Department of GOED. A link to the online portal will be sent to the Grantee upon the completion of the processing of this contract. The Grantee shall document that all of the grant money received by the Grantee for this project was spent on efforts towards the project.
6. **SITE VISITS:** The Grantee shall cooperate with reasonable requests for site visits during the process of completion and after completion of the project.
7. **AUDIT:**
- a. The Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant.
 - b. The Grantee shall make available for audit and inspection the records of expenditures relating to this contract until all State audits are completed or for a period of up to (5) years from the date of this contract.
 - c. The Grantee shall refund to the State any grant funds spent that did not meet the requirements of this contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.
8. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this contract, including achievement of goals and benchmarks, location of the Grantee, and achievement of outcomes and economic development. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. The Grantee agrees to allow the State or its representatives access to, and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.
9. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this contract and pay no further funds, in the event that the Grantee breaches any of the terms of this contract or those in documents incorporated by reference but not attached.
10. **ATTRIBUTION:** The Grantee shall make appropriate and reasonable efforts to ensure that the Utah Governor's Office of Economic Development is recognized as a partner in the project. Such efforts may include recognition of the State in fundraising materials, use of the Utah Governor's Office of Economic Development name and official logo, and other appropriate attribution for the funding made possible by the office.
11. **ACCESS TO DATA:** At the State's request, the Grantee shall allow the State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's project proposal.
12. **STATE CONTACT PERSON:** The State designates the Director of the Office of Outdoor Recreation at the State, or their designee, as the contact person at the Utah Governor's Office of Economic Development to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.
13. **LICENSE TO PROMOTE:** The Grantee gives to State a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to publicly display the Grantee and its project for any reasonable purpose, including display on State websites, without any attribution or compensation to the Grantee. The Grantee agrees to acknowledge State funding in publications or presentations.

Attachment C: Scope of Work

For the 2020 grant cycle, we are requesting Phase One; future phases are listed at end of summary.

Tourism and Economic Development:

La Verkin's economic growth benefits significantly from tourism-related activities and business. Our restaurants, grocery store, and gas stations thrive from visitors. All one has to do is look at all of the out-of-state license plates in parking lots-all week long! Plans for the development of the Pah Tempe Hotsprings is another potential for many guests to vacation longer in La Verkin. Short term vacation rentals at 7.5% of residential zones are allowed because they increase local tourism dollars. It will be our trails, parks, and regional access that keep these and other visitors here longer, enjoying the outdoors that will give us an economic step up. Countywide, trails, in particular, provide an economic boon to the local adventure and hospitality industry that comprises 14-16% of our economy. Trail systems and related parks offer opportunities for expanding existing services, complementary businesses, and creating new business.

Background:

La Verkin City is located in Washington County and has a population of approximately 4,700 residents. The city invested \$126,000 in February 2019 for the purchase of the land that will become Power Plant Trailhead Park. The park and trailhead are part of the city's 2019 Master Trails Plan. Both are part of the Confluence Park area long term planning. A historic hydroelectric power plant operated from 1928 to 1983, is in current day Confluence Park directly below Power Plant Trailhead Park and a prominent landmark from several viewpoints in the city. The power plant is the inspiration for the park's name. It is a delight for tourists to discover. Just as importantly, quality of life is a significant factor in new families moving to La Verkin. Our outdoor recreation is as much about residents as it is about tourists.

Location:

Perched on the canyon rim above Confluence Nature Park, the 2.3 acre city park will offer amazing views of the historic power plant, panoramic views of the Virgin River, and trail access. State Scenic Route SR-9 and SR-17, the main routes to Zion National Park, cut through the center of La Verkin. This parcel can be seen from SR-9 and also popular hiking trails on the city's east bench. The two other sides of the park abut to existing neighborhoods with excellent walkability to the park.

Park Layout:

The trailhead is at the top of a switchback trail that leads up the cliffside from Confluence Park and the historic power plant below. Construction is finishing on a rim path, restrooms(La Verkin contributed \$14,000), and parking lot. All of the above are part of the Washington County/Confluence Park improvement plan. The cliffside trailhead is a significant connector for both parks.

Since the connector trail and trailhead are in place, the city is committed to creating a park that complements Confluence Park in recreational use and enjoyment of the natural environment. Our plan for the park will include a short loop trail through a native habitat area that also connects to the switchback trailhead and parking. Native cactus varieties, grasses, and brush will be planted and identified for desert plant and bird watching enthusiasts, and also school group nature and conservation study outings. Two play areas will connect. The smaller will be more traditional for very young children. However, the slightly larger adventure play area will feature small boulders, ladders, rope swings influenced by historic structures in Confluence Park suitable for older children. A pavilion with seating will be placed in this area and near small connecting turf. Large benches inscribed with residents' family names will be located at three bump-out viewing areas along the rim. A pavilion with shaded seating and a picnic area are planned for the largest bump-out above the power plant.

Construction and Completion Phases:

Pre-application: February 2020, the city paid \$126,000 for the purchase of land. Additionally, \$26,000 partial cost of the restrooms upgrades and matches with the county for electrical, sewer, and water connections.

Phase One: July 2020 to June 2022- Install a crushed rock ADA compliant trail with two access points from the parking area to the trailhead. Pave asphalt parking lot (upgrade from gravel done by county) that has 14 spaces; two are ADA accessible. Continue the electrical and irrigation line infrastructure. Install an overhead light post over the parking lot. A small turf area will be planted near restrooms and parking; irrigation lines run to it. Custom benches will be added to the three bump-out viewpoints, another adjacent turf area, and one near parking.

Phase Two: 2021-2023- Create adventure play area and smaller playground.

Phase Three: 2022-2024 Add pavilion to largest bump-out view area and one near play areas.

Phase Four: 2024-2025 Finish desert garden area.

RESOLUTION NO. R-2020-__

A RESOLUTION ACCEPTING THE RACHEL RAY COVID 19 GRANT AWARD FROM BEST FRIENDS ANIMAL SOCIETY ("BFAS"), AND AUTHORIZING AND APPROVING A GRANT-RELATED AGREEMENT ("AGREEMENT") WITH BFAS, TO FUND VARIOUS PREVENTIVE, MITIGATING, AND RESPONSIVE EFFORTS OF THE CITY AND ITS ANIMAL SHELTER FACILITY AND PERSONNEL TO MEET CHALLENGES ASSOCIATED THE COVID-19 PANDEMIC; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of LaVerkin ("City") and the Best Friends Animal Society ("BFAS") are interested in addressing preventive, mitigating, and responsive efforts of the City and its animal shelter facility and personnel to meet challenges associated the Covid-19 pandemic (including but not limited to the services of spaying and neutering); and

WHEREAS, the BFAS is willing to assist in the funding of the proposed and efforts, providing a Five Thousand Dollar (\$5,000.00) **Rachel Ray Covid 19 Grant** ("Covid-19 Grant") award, subject to certain requirements imposed on the City as a condition for receiving and said Grant, as set forth in the attached **Rachel Ray Save Them All Covid-19 Relief Grant Agreement** ("the Agreement"), a copy of which is attached hereto as an **Exhibit A**, the contents of which are incorporated herein as though specifically set forth; and

WHEREAS, City Staff has reviewed and recommends that the City Council approve the Agreement; and

WHEREAS, the City Council determines and hereby declares that the acceptance and approval of the Covid-19 Grant is in the best interest of the City and its residents, businesses and visiting public, and other local governmental units (and citizenry they represent) who participate in any way in the use of the City's animal shelter facility and services; and

WHEREAS, the City Council determines and hereby declares that the Agreement, as proposed (a) is in the best interests of the City and its residents, businesses, and visiting public, and other local governmental units (and citizenry they represent) who participate in any way in the use of the City's animal shelter facility and services; and (b) should be approved, adopted and executed by the City; and

(see next page)

RESOLUTION NO. R-2020-__

NOW, THEREFORE, be it resolved by the City Council of LaVerkin City, Utah, that: (1) the Rachel Ray Covid 19 Grant ("Covid-19 Grant") is hereby accepted and approved by the City; (2) the associated **Rachel Ray Save Them All Covid-19 Relief Grant Agreement** ("the Agreement") with the Best Friends Animal Society ("BFAS") the State of Utah ("the State"), as proposed, is hereby **approved** and **adopted**; (3) the Mayor is hereby authorized to sign the *Agreement* on behalf of the City; (4) if any part of this resolution shall be declared invalid, such declaration shall not affect the validity of the remainder of this resolution; (5) all resolutions or policies in conflict herewith are hereby repealed; and (6) this Resolution shall take effect immediately upon passage.

PASSED, ADOPTED AND APPROVED this ____ day of June, 2020.

RICHARD M. HIRSCHI, Mayor

ATTEST:

CHRISTY BALLARD, City Recorder

*Resolution and attached Agreement
approved as to form and content:*

KEVIN R. BENNETT, City Attorney

Exhibit A



Best
Friends
Animal
Society

SAVE THEM ALL[®]

RACHAEL RAY SAVE THEM ALL COVID-19 Relief Grant AGREEMENT

THE
RACHAELRAY[™]
FOUNDATION

BASIS

Best Friends Animals Society ("Best Friends" or "BFAS") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is **No More Homeless Pets**®.

Best Friends is sponsoring a program (the "Program") to provide grants to animal welfare organizations who are members of the Best Friends Network, whose lifesaving efforts have been impacted by the COVID-19 pandemic.

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter and has submitted a grant application to Best Friends requesting to be awarded a grant pursuant to the Program. The funds shall be disbursed upon receipt of the signed agreement and a copy of the Recipient's IRS Form W9.

Recipient has been selected to receive a grant.

In consideration of the receipt of this grant, Recipient agrees to the following terms:

AGREEMENT

Grant Amount and Term

Name of Recipient Organization: LaVerkin City Animal Control

EIN #: 87-0302950

This is a one-time grant in the amount of: \$5,000.00

The grant shall be disbursed as follows:

- Grant funds will be awarded upon receipt of all requested signed agreements and forms. Agreements and forms must be returned by Tuesday, May 26, 2020.

Best Friends Animal Society
5001 Angel Canyon Road
Kanab, UT 84741
bestfriends.org

Best Friends Animal Society - Los Angeles
15321 Brand Blvd.
Mission Hills, CA 91345
bestfriends.org/la

Best Friends Animal Society -
New York City
contactnyc@bestfriends.org

Best Friends Animal Society - Utah
2005 South 1100 East
Salt Lake City, UT 84106
bestfriends.org/utah

- The period of this grant project is one year. All funds must be spent by September 30, 2020.

Use of Grant Funds

Recipient agrees to use the grant for the program or project described in its grant application only and as further clarified in email notification from Best Friends describing approval of Grant funds, and for no other purposes.

Grant Recipient Responsibilities

A. Specific Obligations

Grant funds awarded are intended to help alleviate financial challenges associated with COVID-19 pandemic.

B. Grant Reports

Recipient will provide information through narrative stories and photos of how funds were spent and will allow lifesaving efforts to continue. Best Friends reserves the right to request detailed documentation on how the grant funds were spent (including receipts if requested).

C. Best Friends Network Program Monthly Intake, Outcome, and Spay-Neuter Reporting Requirement

Network Partner agrees that they will fulfill all reporting requirements necessary for participating in the Network Partner program including monthly reporting in Shelter Animals Count (for organizations that take in animals), and annual statistics reports as requested. Recipient understands that this overall data reporting is separate from the grant reports and is a requirement for continued participation in all promotions, events, and grant opportunities offered by the Best Friends Network.

D. Grant Program Branding Terms and Promotion

Recipient shall cooperate with Best Friends regarding the promotion of the Program. All press, news, or other media releases and other forms of publicity relating to the Program, including web-based communications and social media posts must be pre-approved by Best Friends. Any such publicity efforts proposed by Recipient shall acknowledge the participation of Best Friends and shall be submitted by Recipient to Recipient's appointed contact at Best Friends for review and approval not less than 5 days in advance of the proposed dissemination date. Materials may not be disseminated without the express approval of Best Friends. This provision shall apply only to promotion of the Program and not to other efforts carried out by Recipient.

Recipient agrees that Best Friends may issue reports or statements to its members, the media and the public about the grant and identifying Recipient. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends Network staff, Volunteer Team Leaders, and News or Magazine writers in the production of such news content.

Neither party may use each other's logos, trademarks, or other intellectual property without

express permission.

Grant Recipient Representations and Warranties

Recipient represents and warrants as follows:

- Recipient is a qualified 501(c)(3) entity or government organization;
- Recipient is an activated member of Best Friends Network;
- Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same;
- The individual signing this Agreement on behalf of Recipient is duly authorized to do so.

Grant Restrictions

In addition to abiding by the requirement that the grant funds be used in furtherance of the program described in Recipient's grant application, Recipient specifically agrees that no portion of the grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Termination by Best Friends

Best Friends may immediately terminate this Agreement without penalty or any further obligation. Such event shall not constitute an event of default. All obligations of Best Friends will cease upon the date of termination.

Photo, Video, Digital and Audio Release

Recipient grants to BFAS permission and rights to photograph, video, and audio record any of Recipient's programs or events for the duration of the grant. Recipient grants to BFAS the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by BFAS or its employees, contractors or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by BFAS in its sole discretion including for identification purposes, to promote or report about BFAS events, activities and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the end of the grant period.

Recipient further agrees not to make any claim against BFAS or its employees, contractors or agents for the use of these photographs, videos or digital image or voice recordings. Recipient understands this agreement releases and forever discharges BFAS from any liability to Recipient, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

Non Disparagement

Recipient agrees not to disparage BFAS during the grant period and for three years following the last disbursement from BFAS to Recipient.

Release

Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against BFAS relating to the grant program and its receipt

of grant funds. Recipient agrees BFAS and its directors, officers, employees, representatives, agents, successors and assigns are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the program. Recipient releases BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from any work or activities related to the program or this grant.

Recipient understands this agreement discharges BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this program or grant. Recipient releases BFAS and discharges BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for Best Friends' own negligence or liability that may result in bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this program or grant.

Indemnity Agreement

Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agrees to indemnify and hold BFAS harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of actions or omissions related to the program or this grant. This includes lone acts or omissions by Recipient as well as the combined acts of Recipient with others.

Survival of Terms

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this agreement are perpetual. The releases and indemnity agreements are perpetual. The Non Disparagement clause survives for three years following the last disbursement from BFAS to Recipient.

Proprietary Information

Recipient acknowledges and agrees that the following constitute "Proprietary Information": any secret or proprietary information relating directly to Best Friends business, including, but not limited to, the Network and Donation Process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that Recipient will have access to BFAS proprietary information as a result of this grant Agreement. Nonetheless, Recipient acknowledges and agrees in the event Recipient learns of or comes into possession of any BFAS proprietary information, Recipient will notify BFAS and return said information. Recipient agrees that it will not sue, supply or disclose any Proprietary Information it happens to learn of to any third party.

Other

These contract terms bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient expressly agrees the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. Recipient agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency or joint venture between Best Friends and Recipient. Neither party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither party has authority to bind the other to any contractual or other agreements and in no event shall either party represent or hold itself out as acting on behalf of the other party hereto.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. Any disputes arising out of or related to this Agreement will be resolved in a Utah State Court of competent jurisdiction in Kane County, Utah.

By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Grant Agreement.

Recipient

Organization:

By:

[electronic signature of authorized representative]

Name:

Title:

Date:

Best Friends Animal Society

By:

[electronic signature of authorized representative]

Name:

Title:

Date: