

Mayor
MICHAEL KOURIANOS

City Attorney
THOMAS SITTERUD

City Recorder
SHERRIE GORDON

City Treasurer
SHARI MADRID

Finance Director
LISA RICHENS



185 East Main - P.O. BOX 893 - PRICE, UT 84501
PHONE (435) 637-5010 - Fax (435) 637-7263
www.pricacityutah.com

PRICE CITY COUNCIL

City Council

RICK DAVIS

AMY KNOTT-JESPERSEN

BOYD MARSING

LAYNE MILLER

TERRY WILLIS

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 07/22/2020. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. SAFETY SECONDS - Councilmember Marsing
5. PUBLIC COMMENT
6. USDA NOTICE OF GRANT AND AGREEMENT AWARD, PRICE RIVER-UPPER WATERSHED - Consideration and possible approval of the grant and agreement.
7. WATERSHED PLAN AND ENVIRONMENTAL IMPACT STATEMENT AGREEMENT - Consideration and possible approval of an agreement with Horrocks Engineers for services to prepare a Watershed Plan and Environmental Impact Statement for the Upper Price River Watershed. Total agreement for consultant services - \$1,211,000. Primary funding source is a federal grant through the NRCS.

CONSENT AGENDA

8. MINUTES
 - a. July 8, 2020 City Council Workshop
 - b. July 8, 2020 City Council Meeting
9. RATIFICATION - Ratification of submission of Indigent Defense Commission grant and authorization of Mayor Kourianos to sign as Authorized System Representative and Lisa Richens to sign as System Project Director.
10. 300E/700E/4TH AVE WATER & STREET IMPROVEMENTS PROJECT - Sealed bids were opened on June 30, 2020: CKC Asphalt \$2,015,966.10; Terry Brotherson Construction \$2,057,185.34. Bids exceed available funding and are rejected. Project is to be re-bid once additional funding has been secured. Additional loan and grant funding to be requested from Permanent Community Impact Board = \$600,000.00.
11. LIBRARY RAMP - Consideration and possible approval to accept the quote from Thayne Construction for \$47,280 for the Library Ramp project. The quote is within budget.
12. BUSINESS LICENSE - Consideration and possible approval of a business license for All Done Handyman Service at 451 Rose Ave.
13. TRAVEL REQUEST - Consideration and possible approval of travel request for: Shawn Sackett and Isaiah Palmer, Police Department, Desert Snow Criminal and Terrorist Interdiction Workshop, July 27-31, 2020, Casper, WY

14. UNFINISHED BUSINESS -

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

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



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR208D43XXXXC014	2. Amendment Number 	3. Award /Project Period Date of Final Signature - 05/22/2022	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 125 South State Street, Room 4010 Salt Lake City, UT 84138-1100		6. Recipient Organization (Name and Address) PRICE, CITY OF P.O. BOX 893 PRICE UT 84501-0893 DUNS: 073002818 EIN:	
7. NRCS Program Contact Name: Norm Evenstad Phone: (801) 524-4569 Email: norm.evenstad@ut.usda.gov	8. NRCS Administrative Contact Name: KAYLIE ALDERMAN Phone: (919) 875-4825 Email: kaylie.alderman@usda.gov	9. Recipient Program Contact Name: Miles Nelson Phone: (435) 637-5010 Email: milesn@priceutah.net	10. Recipient Administrative Contact Name: Miles Nelson Phone: (435) 637-5010 Email: milesn@priceutah.net
11. CFDA 10.904	12. Authority 16 U.S.C. 1001-1009 33 U.S.C. 701b-1 68 Stat. 666, as amended Public Law 83-566 Public Law 84-1018, 70 Stat. 1088 Public Law 85-865, 72 Stat. 1605 Public Law 86-468, 74 Stat. 131, 132 Public Law 86-545, 74 Stat. 254 Public Law 87-703, 76 Stat. 608 Public Law 90-361, 82 Stat. 250	13. Type of Action New Agreement	14. Program Director Name: Miles Nelson Phone: (435) 637-5010 Email: milesn@priceutah.net
15. Project Title/ Description: Complete a PL566 Watershed Plan-EIS for the Price River-Upper Watershed in coordination with NRCS, Sponsors, Stakeholders, Cooperating Agencies and other interested parties.			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	☒ Federal		☐ Non-Federal
Original funds total	\$1,300,000.00	\$0.00	
Additional funds total	\$0.00	\$0.00	

Grand total		\$1,300,000.00	\$0.00
18. Approved Budget			
Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$1,300,000.00
Construction	\$0.00	Other	\$0.00
Total Direct Cost	\$1,300,000.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$0.00
		Total Federal Funds Awarded	\$1,300,000.00
		Total Approved Budget	\$1,300,000.00
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 EMILY FIFE State Conservationist	Signature		Date
Name and Title of Authorized Recipient Representative MICHAEL KOURIANOS Mayor	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 assistance to Price City, Utah, hereinafter referred to as the "Sponsor", for the UPPER Price River Watershed Restoration Work Plan project Carbon County, Utah, under the Watershed Flood Prevention Operations (WFPO) Program.

Objectives

Develop a Watershed Plan-Environmental Assessment (Plan-EIS) for the UPPER Price River Watershed Restoration Work Plan project in Carbon County, Utah

Budget Narrative

1. NRCS shall pay 100 percent of the costs. There is no Sponsor cost-share required.

Budget includes the following estimated costs:

Contractual \$1,300,000 in costs for development of a new Watershed Work Plan "Planning".

Planning and concept design costs are expenses incurred for surveys and investigations, environmental studies, evaluation of alternatives, and preparation of plans and design prior to the authorization of assistance for the installation of works of improvement.

Responsibilities of the Parties:

A. Sponsor will—

1. Planning must follow the policy set forth in the NRCS Title 390, National Watershed Program Manual (NWPM), Part 505, which is incorporated by reference. Sponsor may obtain a full copy of the above referenced manual at <http://directives.sc.egov.usda.gov/> or the NRCS Utah State office.

2. Design must follow the policy set forth in the NRCS National Engineering Manual Part 511. This includes obtaining all necessary permits, land rights, and easements in accordance with the policy directive section 505.36. A U.S. Army Corps of Engineers Permit 404 must be obtained prior to proceeding to construction.

3. Contract for services, as necessary, award and administer any contracts for the installation of the work for the project specified in this agreement in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable state requirements, and the Sponsors' 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.

4. The contracts for services 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.

5. Take reasonable and necessary action of all contractual and administrative issues arising out of contracts awarded under this agreement.

6. 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 term of this agreement must be immediately communicated to NRCS.

7. Pay the contractor for all services performed in accordance with the agreement and submit a SF 270, "Request for Advance and Reimbursement," to the NRCS Program/Technical Contact with all documentation to support the request. Payments will be withheld until all required documentation is submitted and complete.

8. Be responsible for all ineligible project costs. Ineligible costs are costs not referenced in this agreement. The

Sponsor is also responsible for all costs in excess of the federal cost-share in this agreement.

9. Comply with the applicable requirements in the attached General Terms and Conditions of this agreement.

10. Ensure that requirements for compliance with environmental and cultural resource laws are considered for the proposed works of improvement described in this agreement.

11. Ensure the 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.

12. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract 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.

13. 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 Watershed Flood Prevention Operations Program pursuant to this project 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 Watershed Flood Prevention Operations Program pursuant to this project agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

14. 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.

15. 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.

16. Retain all records dealing with the award and administration of the contract 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, the 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.

17. 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.

18. 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.

19. 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.

Expected Accomplishments and Deliverables

Sponsor will—

1. Prepare a watershed plan; prepare concept design and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements. The Sponsor must ensure each description of the work described in this agreement is reviewed, concurred, and approved by NRCS. Sponsor must not move to the next project work described in this agreement until the prior work is concurred and approved by NRCS. The budgetary figure and project

timeline included in this agreement is subject to change based on NEPA requirements that are currently unknown. No changes to this agreement will be made without first complying with NRCS programmatic requirements.

2. Provide NRCS with a copy of all solicitation and request for bids documents prior to release, as well as all awarded contracts and contract modifications.
3. The sponsor must provide NRCS with documentation of the actual cost incurred for the services acquired.
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. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Notify NRCS of environmental clearance, or any unresolved concerns.
6. Dispose of all claims resulting from the contract; secure prior written concurrence of the State Conservationist if NRCS funds are involved.

Resources Required

No other resources required other than funding.

Milestones

TASK: Public Participation - ESTIMATED START: July 2020 - ESTIMATED COMPLETION: September 2020

TASK: Site Data Collection - ESTIMATED START: July 2020 - ESTIMATED COMPLETION: September 2020

TASK: Conceptual Design Alts - ESTIMATED START: September 2020 - ESTIMATED COMPLETION: December 2020

TASK: Draft Plan-EIS for NRCS Review – EST. START - January 2021 – EST. COMPLETION - May 2021

TASK: Draft Plan-EIS for NWMC Review – EST. START - June 2021 – EST. COMPLETION - December 2021

TASK: Public meeting & Agency Comments – EST. START - December 2021 – EST. COMPLETION - January 2022

TASK: Final Plan-EIS - ESTIMATED START - January 2022 - ESTIMATED COMPLETION - March 2022

TASK: Final Plan-EIS submitted for Authorization – EST. START - March 2022 – EST. COMPLETION - May 2022

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.

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ^{22nd July} ~~18th~~ day of ~~May~~, 2020 by and between Price City, UT, hereinafter called "CLIENT" and **HORROCKS ENGINEERS, INC.**, a Utah corporation, hereinafter referred to as "CONSULTANT" hereby acknowledge and reduce in writing an AGREEMENT made on or about the above date.

WHEREAS, the CLIENT recognizes the CONSULTANT as having the necessary expertise and experience to perform the services for the PROJECT and that it is properly qualified and licensed as required for this work; NOW, THEREFORE, CLIENT and CONSULTANT agree as follows:

CLIENT hereby hires CONSULTANT to provide professional and technical services for the following: for scope of services see attached Work Plan and estimated costs.

MONTHLY PROGRESS BILLINGS. For all services and materials pertinent hereto the CONSULTANT shall submit a monthly progress bill to the CLIENT for the number of hours worked by employees, number of equipment hours or units used, and any other direct costs up to a maximum of \$1,211,000. CONSULTANT billing rates are updated at least annually.

PAYMENT TERMS. CLIENT agrees to make prompt payments in response to CONSULTANT's invoices. CLIENT recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess CLIENT interest at the rate of one percent (1%) per month, on invoices which are not paid within forty-five (45) days from the date of invoice. CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend performance of its services under this AGREEMENT until all past due amounts have been paid in full. CLIENT is hereby notified that CONSULTANT will file Lien on CLIENT's property if all payments are not completed in full within 89 days after completion of services.

DELAYS. The CONSULTANT is not responsible for damage or delay in performance caused by events beyond the control of CONSULTANT. In the event CONSULTANT's services are suspended, delayed, or interrupted for the convenience of the CLIENT or delays occur beyond the control of CONSULTANT, an equitable adjustment in CONSULTANT's time of performance, cost of CONSULTANT's personnel and subcontractors, and CONSULTANT's compensation shall be made.

ADDITIONAL SERVICES. Consulting services or items which are not considered within the scope of work as set forth in the attached Work Plan may be provided by the CONSULTANT under an extension of this contract or under separate contract with the CLIENT.

CLIENT-PROVIDED SERVICES AND INFORMATION.

The CLIENT shall furnish the CONSULTANT available studies, reports, and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others as required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and rely upon all information and services provided by CLIENT or others in performing CONSULTANT's services under this AGREEMENT.

CLIENT-PROVIDED ACCESS. The CLIENT shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.

RE-USE OF DOCUMENTS. Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this AGREEMENT are not intended or represented to be suitable for reuse by CLIENT or others on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT; and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom. Any such certification or adaptation of completed documents will entitle CONSULTANT to reasonable additional compensation.

INSURANCE. The CONSULTANT maintains, at its own expense, workers compensation, commercial general liability, automobile liability, and professional liability insurance policies with limits at or above that which is

reasonably required in the industry and will, upon request, furnish certificates of insurance to CLIENT.

SUCCESSORS AND ASSIGNS. CLIENT and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this AGREEMENT. Neither CLIENT nor CONSULTANT will assign, sublet, or transfer any interest in this AGREEMENT without the written consent of the other.

SEVERABILITY. If any provision of this AGREEMENT is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term, or condition.

LIMITATION OF LIABILITY. CONSULTANT's potential liability to CLIENT and others is grossly disproportionate to CONSULTANT's fee due to size, scope, and value of the PROJECT. Therefore, unless CLIENT and CONSULTANT otherwise agree in writing in consideration for an increase in CONSULTANT's fee, CLIENT agrees to limit CONSULTANT's liability to CLIENT to the greater of \$25,000.00 or the amount of CONSULTANT's fee for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including CONSULTANT's professional negligent acts, errors, or omissions, and CLIENT hereby releases and holds harmless CONSULTANT from any liability above such amount.

INDEPENDENT CONTRACTOR. CONSULTANT and CLIENT agree that CONSULTANT is an independent contractor. CONSULTANT shall be solely responsible for the conduct and control of the work performed under this AGREEMENT. CONSULTANT shall be free to render consulting services to others during the term of this AGREEMENT, so long as such activities do not interfere with or diminish CONSULTANT's ability to fulfill the obligations established herein to CLIENT.

INDEMNIFICATION. Each party (the "indemnifying party") agrees to indemnify and hold harmless the other party and any of its principals, agents, and employees, from and against all claims, loss, liability, suits, and damages including attorney's fees, charges, or expenses to which such other party or any of them may incur to the extent they arise out of or result from any negligent act or omission caused by the indemnifying party or its agents or

employees.

HAZARDOUS SUBSTANCE INDEMNIFICATION. With respect to claims, damages, losses, and expenses which are related to hazardous waste, pollutants, contaminants, or asbestos on or about the CLIENT's property, the CLIENT shall, to the extent permitted by law and to the extent CONSULTANT is not the cause of such waste, pollutants, contaminants, or asbestos, indemnify, and hold harmless CONSULTANT and its employees, subconsultants, or agents from and against all such claims against CONSULTANT related thereto.

CONTRACTOR'S SAFETY METHODS. CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and shall not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.

LIMITATION OF RIGHTS. The services to be performed by CONSULTANT are intended solely for the benefit of the CLIENT. Nothing contained herein shall confer any rights upon or create any duties on the part of CONSULTANT toward any person or persons not a party to this AGREEMENT including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

DISPUTE RESOLUTION. All disputes between CONSULTANT and CLIENT, with the exception of non-payment issues, shall first be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and demanding that the mediation proceed within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or suit may be commenced unless (1) the mediation does not occur within ninety (90) days after service of notice, (2) the mediation occurs within ninety (90) days after service of notice but does not resolve the dispute, or (3) a statute of limitation would elapse if suit was not filed prior to ninety (90) days after service of notice.

TERMINATION. This AGREEMENT may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; providing that no such termination may be effected unless the other party is given (1) not less than thirty (30) days

written notice (delivered by certified mail, return receipt required) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. If this AGREEMENT is terminated in whole or in part by CLIENT for reasons of default by CONSULTANT, a negotiated adjustment in the price provided for in this AGREEMENT shall be made, however, no amount shall be allowed for anticipated profit or unperformed services. If termination for default is effected by CONSULTANT, the negotiated adjustment shall include a reasonable profit on that portion of the work performed. The equitable adjustment for any termination shall provide payment to the CONSULTANT for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by CONSULTANT relating to obligations and commitments as a result of entering into this AGREEMENT.

ENTIRE AGREEMENT. This Consultant Services AGREEMENT shall remain in effect throughout the duration of the PROJECT. This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this written AGREEMENT. Any supplement or amendment to this AGREEMENT, to be effective, shall be in writing and signed by the CLIENT and CONSULTANT.

GOVERNING LAW. This AGREEMENT is to be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have subscribed their names through their proper offices duly authorized as of the day and year first above written.

SIGNATORY

Name of CONSULTANT:
HORROCKS ENGINEERS, INC.

By: _____
James R. Horrocks, P.E.
CEO

Name of CLIENT:

By: _____

Attachment A - Work Plan and Estimated costs

PRWRC PLAN-EIS for the Price River Upper Watershed Restoration

WORK PLAN AND ESTIMATED COSTS

Brief Description:

The Price River Water Resources Committee (PRWRC) intends to prepare a Watershed Plan and Environmental Impact Statement (Plan-EIS) for the Upper Price River Watershed in Carbon County, UT. The Plan-EIS will comply with the National Resource Conservation Service (NRCS) and the National Environmental Policy Act (NEPA) requirements and will meet the primary needs and purposes to increase and maintain water supplies for the community and improve water conservation, delivery, and storage.

Project Team:

Horrocks Engineers is the Prime Consultant and will be leading the team, which includes the following subconsultants:

- Johansen & Tuttle Engineering (J&T) – Hydraulics, Hydrology, and design
- RB&G Engineering (RB&G) - Geotechnical
- Long Watershed Planning Economics – Economics
- Loughlin Water Associates – Hydrogeology support

Assumptions:

NEPA documents are process driven. We have identified work items and costs which we feel will be necessary to meet the requirements to complete a Watershed Plan-EIS in accordance with NRCS and NEPA requirements.

This Work Plan only includes tasks associated with the preparation of an environmental document. Potential subsequent activities including design and construction can be added by modification to this contract or by issuance of a new contract, should the project sponsor desire.

Schedule:

It is anticipated that the preparation of the Plan-EIS will be completed in 24 months.

Fee Type:

The fee type for this project will be hourly rates plus direct expenses with an amount not to exceed, as shown in the fee estimate. No work will be performed unless it is contained within the approved work plan. If additional services or a change in the schedule or work plan is required, these changes will be negotiated and agreed to by both parties in writing through a contract modification before the additional work is performed.

Quality:

All notes, computations, design assumptions, drawings, sketches, memos/reports, and other data shall be checked and initialed by a qualified person.

SPECIFIC WORK ACTIVITIES

Following are descriptions of tasks and key assumptions:

Project Management and Tasks included in all Phases			
Tasks	Assumptions	Deliverables	Estimated Cost (subconsultant costs shown at bottom of table)
Client Meetings (monthly) – Prepare for, attend, and document Monthly Progress Review Meetings. Meeting location can vary and include some meetings to be held in Price, some at Horrocks PG Office, and some held as online teleconference using Microsoft Teams	-Eight meetings in Price, four attendees from consultant team, 5-hrs each -16 meetings at Horrocks with Teleconference, five attendees from consultant team, 2-hrs each	-Meeting agendas -Meeting materials -Meeting minutes -Updates to Dashboard	\$99,000 +J&T +RB&G
PRWRC Meetings (every other month = 12) – Prepare update presentation for 15 min discussion at PRWRC committee meeting	-Meet every other month, six in Price and six using teleconference -On average, three attendees from consultant team	-Meeting agendas -Meeting materials -Meeting minutes -Updates to Dashboard	\$23,000 +J&T +RB&G
Internal Team Coordination and Meetings (monthly) - These meetings are internal and will be used to coordinate the work efforts; check project status, schedule, and budget; and review tasks, assignments, and follow-up items. They will include various team members and will be held once per month at Horrocks Engineers.	-24 meetings to be held at Horrocks' office and by teleconference -Five attendees from consultant team	-Meeting agendas -Meeting materials -Meeting minutes -Updates to Dashboard	\$41,000 +J&T +RB&G
Attend Unscheduled Meeting(s) - Other "as-needed" meetings/conferences shall be held as needed to discuss issues relating to the project. These meetings may be in-person or by teleconference.	-Assume two meetings in Price -Two attendees from consultant team, 5-hour each	-Meeting agendas -Meeting materials -Meeting minutes -Updates to Dashboard	\$6,500

Prepare and Manage Schedule for PLAN-EIS Process; Prepare Monthly Progress Reports; Prepare Monthly Invoice and Coordinate Payments to Sub Consultants.	-Assume 24-month schedule	-Schedule updates -Monthly Progress Reports -Monthly Payment Requests	\$37,000
Public Involvement Tools - Establish, update and maintain public involvement tools including study website, hotline number and answering service, email account and stakeholder database.		-Mailing lists (agencies, stakeholder, etc.) - Call and email logs - Public comment report	\$13,500
Phase I - Collection and Analysis of Information - This phase includes reviewing existing information, holding a kickoff meeting, agency coordination, development of Public relations Plan, working with PRWRC and NRCS to determine objectives and the purpose and need for the project, and collecting engineering and environmental data.			
Review and document previously completed work (i.e., reports, studies, etc.) that has been prepared by PRWRC.	-PRWRC will provide copies or electronic files of previously completed work to Consultant team	-Summary document of previously completed work	\$11,000 +subs
Assist NRCS to publish Notice of Intent (NOI) in Federal Register		-Draft Notice of Intent	\$500
Plan, prepare materials, and participate in Success Workshop (Kickoff Meeting) - meeting will be used to get acquainted, set project goals, define success, discuss previous work/studies, develop a mutual understanding regarding the scope of work, discuss day to day working arrangements, and discuss any items of concern.	-Consultant team will be able to meet in person with client team (if needed, virtual meeting options can be provided) -Five attendees from consultant team, 8-hour day each	-Meeting agendas -Meeting materials -Meeting minutes -Updates to Dashboard	\$10,000 +J&T +RB&G
Determine Plan-EIS Study Areas		-Project area shapefile	\$4,000 +J&T +RB&G

Identify and invite cooperating agencies		-List of cooperating agencies and contact information -Cooperating agency invitation letters	\$1,500
Complete Inter-Agency Coordination, Documentation, and Data Compilation		-Agency letter responses	\$4,000
Develop Public Involvement Plan to include strategies and procedures to engage stakeholders and adequately perform public involvement (PI) tasks. • Include key messages and timeline.	-Assume PRWRC committee will also serve as the Community working group that meets quarterly	-Public Involvement Plan	\$1,500
Neighborhood Small Group Meetings – we will facilitate small neighborhood meetings to identify concerns, answer questions, and provide information about the Plan-EIS to specific neighborhoods.	- Consultant team will be able to meet in person with neighborhoods -Assume nine meetings in Carbon county -Two attendees from consultant team	-Meeting minutes	\$29,000 +J&T
Initiate Project Management Dashboard and GIS Map Portal - A Project Dashboard will be developed which will house all key project data and information. Team members will be able to access the Dashboard at any time to view the latest status of project maps, GIS data, decision documents, meeting minutes, task lists, follow up assignments, Risk Register, environmental commitments, schedule, team contact info, agency coordination, and public involvement.		-Project dashboard -Risk Register -Schedule	\$4,000
Gather supporting documentation for Purpose and Need • Identify PRWRC's objectives (primary and secondary components) • Assist the NRCS in developing the Purpose and Need statement.	-This activity will be iterative throughout the planning process	-A list of primary and secondary objectives -Revised Draft Purpose and Need Statement	\$5,000 +J&T +RB&G

Purpose and Need Workshop • Hold Purpose and Need Workshop with PRWRC and NRCS	- Consultant team will be able to meet in person with PRWRC and NRCS (if needed, virtual meeting options can be provided) -Three attendees from consultant team	-Workshop Minutes -Purpose and --Need Statement	\$4,500 +J&T +RB&G
Agency and Public Scoping • Prepare Notice(s) of Scoping Meeting and Issue Locally • Hold Agency and Public Scoping Meetings (schedule meeting times and location, develop and distribute press release, prepare information boards, attendance, advertise meeting through postcards, emails, social media, city newsletter(s)) • Prepare Scoping Report • Document and respond to comments	-Consultant team will be able to meet in person with agencies and the public (if needed, virtual meeting options can be provided) -Seven attendees from consultant team -Anticipate up to 150 comments from public -Agency meeting will be in the afternoon and transition to the evening public meeting	-Scoping Report -Public sign-in sheets -Info boards -Website updates -Handout/flyer -Advertisements -Comments received at meeting	\$15,500 +J&T +RB&G
Identify Environmental Resources Inventory Watershed Resources - conduct resource inventories of the watershed by collecting information on the resources (environmental, economic, and social) that could be impacted by the project. Inventories will be adequate to establish ecological, archeological, and social baseline conditions. This information will provide the basis for forecasting project effects.	-Assume up to six alternatives to be evaluated at a high level -Assume three alternatives to be carried forward for detailed analysis	See below	See below
Cultural Resources • Conduct Class I Literature Search • Coordinate with NRCS for Native American Consultation • Conduct Class III pedestrian survey (assume two people for	-Class III pedestrian survey will be performed for up to three alternatives being carried through the EIS	-Cultural Resource -Cultural Resources Memo -Draft DOEFOE table	\$17,000

four days) • Prepare Cultural Resources report/memo • Coordinate with NRCS Archaeologist to obtain DOEFOE			
Wetlands and Waters of the U.S. • Obtain existing wetland information from online sources. • Conduct field survey inventory for wetland inventory (assume 2 people for 4 days) • Prepare Wetland Inventory Report	-Inventory only, Delineation to be performed during later design phase -Assume no Stream Alt / Section 404 permit work included in Environmental phase	-Wetland Inventory Report	\$13,000
T&E • Gather existing information on Threatened and Endangered Species (IPaC) • Conduct field visit to document T&E habitat suitability • Analyze potential impacts to T&E Species • Prepare T&E Memo	-No Presence/Absence Surveys required -Assume No Effect Memo -Assume no BA/BO required and no formal consultation with USFWS -Assume a fish Biologist will not be required	-T&E Memo	\$5,500
Social • Document watershed population demographics which is to include an identification of any Environmental Justice Communities and Tribal communities. • Characterize public health and safety conditions. • Characterize commercial and residential structures affected and to what extent. • Characterize transportation networks and conditions. • Identify social/political factors that may impact land use for the life of the project. • Identify any population centers. • Prepare Social memo		-Social Memo	\$2,500
Environmental Justice (EJ)		-EJ Memo	\$2,000

• Gather Census & County Data to identify presence of potential EJ population (if any) • Analyze potential impacts to identified EJ populations			
Existing Environmental Pollution, Hazards, and Other Health and Safety Risks • Gather existing information relating to hazard materials (review of Utah DERR Interactive Map and other online sources) • High-level Identification of potential hazardous conditions in the project area • Analyze potential anticipated impacts to hazardous conditions. • Prepare Hazards Memo	-Assume field survey to be conducted concurrently with other resource surveys -No Phase I ESA	-Hazards Memo	\$3,000
Floodplains • Gather existing data for floodplains. • Analyze potential impacts to identified floodplains	-No floodplain mapping or topographic survey will be required -No LOMR or CLOMR during Environmental phase	-GIS shapefile	\$4,000 +J&T
Noise and Light - Analyze potential noise and light impacts from potential construction activities	-Assume discussion of potential impacts from construction activities only -Assume no field visits, ambient noise readings, or noise modeling	-Noise and Light memo	\$500
Economics [Long] • Calculate average annual flood damages using the cumulative probability method • The 2-, 5-, 10-, 25-, 50-, 100-, and 500-year storm events for each alternative are modeled by the engineering firm • Map flood extents of inundation to structures, transportation infrastructure, and lands using GIS analysis	-Assume one trip to project area with economist	-Economics Analysis report/memo	\$3,000 +Long

• Collect depth-damage functions from the U.S. Army Corps of Engineers to use for each type of structure. These provide percent damage to the structures inundated. • Collect property values from the local department of assessment and taxation • Calculate net benefit, using the value of saved water and current water usage • Compute final project benefits using the 'with project' and 'without project' method			
Prepare Right-of-way GIS map using ownership information from the County	-Assume GIS parcel data to be obtained from County and no need to obtain individual property ownership records	-Property ownership GIS shapefile	\$1,500
Engineering Surveys and Site Investigations [Horrocks and J&T] • Perform aerial field survey using UAV technology (drone) • Provide supplemental ground survey (cross sections, profiles, topography, vertical and horizontal control)	-Topo Survey of Preferred Alternative (assume limited to 150-hrs)	-Topo basemap	\$48,000 +J&T
Hydrology and Hydraulics (H&H) <u>Hydrology [J&T]</u> • Determine 100 yr flood for each (10) potential basin location • Storm water & sedimentation calculations for top (3) basins • Preferred Basin Analysis (upstream basin, storage capacity, sed. Rates, dam height, outflow, spillway, etc.) • Develop Exhibits for (10) alternatives • Develop Exhibits for top (3) alternatives • Develop Conceptual Design for preferred alternative basin, upstream basin, etc. • Prepare Report Narrative <u>Hydraulics [Horrocks]</u>	-Pipeline Hydraulics will be completed for only the Preferred Alternative	-Hydraulics Report/Memo	\$16,500 +J&T

• Perform preliminary hydraulic calculations to identify hydraulic gradeline challenges associated with concepts and alternatives • Perform preliminary hydraulic calculations to determine initial pipeline alignment and size • Evaluate potential replacement or reconstruction of river diversion • Perform hydraulic calculations for Preferred Alternative • Prepare hydraulics report/memo			
Water Rights [J&T] - Identify the water rights and water right change applications that will be required to store and utilize a new reservoir • Identify location, use, etc. for preferred alternative • Explore storage and release options for preferred alternative • Prepare Report Narrative and Water Rights Memo • Prepare a Memorandum of Understanding between affected water right holders to establish agreement on how the water rights will be maintained for operation of a new storage location	-Water right change applications are beyond the scope of the EIS and should be completed in final design	-Water Rights memo	\$1,000 +J&T
Sediment survey - For EIS level studies, we propose to complete sediment surveys using empirical methods developed by the NRCS. Sediment studies will be used to determine design reservoir sedimentation for project life evaluations, inlet design, and evaluate the need for mitigation of sedimentation transport. [RB&G and J&T]		-Sediment Survey Memo	\$1,000 +J&T +RB&G
Geologic and Geotechnical Investigation - conducting geologic investigations, soils lab testing, and furnishing a geologic and geotechnical report for the project. • Evaluate potential reservoir sites, potential borrow areas, and planned pipeline alignments. [RB&G]	-Assume that feasibility level geotechnical investigations will be required at one potential reservoir site and that three geotechnical borings will be	-Geologic and geotechnical report	\$1,000 +RB&G

• Identify earthfill embankment, rockfill, mineral filter, and riprap sources. Test pit investigations will be performed to obtain samples for laboratory testing. [RB&G] • Additional test pit investigations will be performed along planned pipeline alignments to evaluate subsurface conditions. [RB&G] • Complete Laboratory testing to determine the properties of samples obtained during the subsurface investigation. [RB&G] • Prepare geotechnical data report. [RB&G] • Perform visual inspection of geological and geotechnical conditions within existing mine locations that could be used as water storage facilities meeting the purpose and need of the project. [RB&G]	drilled to depths of 100 feet. Depending upon the results of evaluations performed during the EIS, geotechnical borings will be completed at a site not previously investigated, at an alternate dam alignment at a site previously investigated, or to supplement geotechnical investigations at a site previously investigated. -Assume 10 hours of work with a trackhoe to access geotechnical boring locations. -Up to 6,000 gallons of water per day will be needed during drilling and is assumed to be available within two miles and provided by Price City. -Assume eight days of work with a trackhoe will be required to complete test pit investigations.		
Preliminary Engineering and Alternative Concept Development <u>Preliminary Engineering</u> • Prelim Flood Control Concept Development • Prelim Structural sizing • Canal planning and analysis <u>Alternative Concept Development</u>	-Recycled water alternative will be considered -Assume that mine owners will escort team into the facilities, and minimal training or permitting will be required to complete visual investigations (Underground inspection not	-Preliminary calculations -Design concept descriptions	\$49,000 +J&T +RB&G

• Identify design concepts and components of potential alternatives • Combine concepts to establish individual alternatives <u>Potential Mine Storage</u> • Identify potential mine storage locations and layouts and determine if mines are feasible storage sites that will meet the hydraulic project conditions and the Purpose and Need • Study Geologic maps for viable mines to identify rock formations • Perform visual inspections to investigate the presence of fractures, cracks, and other openings in subsurface materials • For mine locations considered as viable alternatives perform geotechnical and hydrogeologic investigations to provide a preliminary assessment of potential seepage losses.	included)		
Develop and Conduct Hydrogeologic Evaluation – • Review Available Hydrogeologic Information on Belowground Water Storage Sites • Prepare hydrogeologic evaluation and screening Analysis Report of above and below ground storage sites. • Coordinate with Utah Geological Survey (UGS) and division of Oil, Gas, and Mining (DOGM) [Loughlin].	-Assume hydrogeologic screening of three to five aboveground and one belowground water storage sites.	-Hydrologic Screening Analysis Report	\$1,000 +Loughlin
Phase II – Formulation and Evaluation of Alternatives - will include formulation of alternative solutions, evaluation and comparison of the ecological, cultural, economic and social effects of alternatives, cost estimates, screening of alternatives, and development and identification of the NEE alternative and tentative Preferred Alternative.			
Formulate, Evaluate, Eng. Analyses, Screening of Alternatives - includes development, evaluation, and comparison of reasonable alternatives to address the purpose and need. Rationale for alternatives considered but eliminated from detailed study will be documented.	-Assume high-level engineering analyses to identify any fatal flaws	-Written analyses for the appropriate sections of the Plan-EIS -First Level and Second Level	\$56,500 +J&T +RB&G +Loughlin +Long

<u>Engineering Analyses</u> -Perform high-level analyses to identify key concept/alternative parameters and any fatal flaws -Evaluate reservoir site(s) for construction and maintenance access -Evaluate recreation potential -Prepare Engineers Opinion of Probable Cost for Preferred Alternative <u>Screening</u> - conduct alternatives screening in two phases and prepare a Decision Matrix <i>First Level Screening</i> - evaluate each alternative based on Purpose and Need measures of effectiveness. Many alternatives may be quickly eliminated because they do not meet the Purpose and Need, thereby eliminating the need for further in-depth engineering evaluations. <i>Second Level Screening</i> - evaluate key environmental resources and technical engineering analysis (for each alternative that passes First Level Screening). Determine which alternatives will be carried through the document and will require detailed evaluation. The other alternatives will not be developed in detail, but will be documented in the Plan-EIS as alternatives considered but eliminated from detailed study.		Screening matrices -Hydrogeologic Evaluation Report [Loughlin] -Engineer's Opinion of Probable Cost for Preferred alternative	
Alternatives Workshop • Hold Alternatives Workshop with PRWRC and NRCS. • The purpose of this workshop is to show the screening processes and arrive at one or two alternatives to carry through the document for detailed analysis.	- Consultant team will be able to meet in person PRWRC and NRCS -Five attendees from consultant team -Up to three alternatives to carry forward for detailed	-Workshop Minutes -First and Second Level Screening documentation	\$4,500 +J&T +RB&G

	analysis		
Alternatives Public Meeting • Prepare Notice(s) of Meeting and Issue Locally • Hold Public Alternatives Meeting (schedule meeting time and location, develop and distribute press release, prepare information boards, attendance, advertise meeting through postcards, emails, social media, city newsletter(s)) • Prepare Meeting Report • Document and respond to comments	- Consultant team will be able to meet in person with the public (if needed, virtual meeting options can be provided) -Seven attendees from consultant team -Anticipate up to 150 comments from public	-Public Meeting Report -Public sign-in sheets -Info boards -Website updates -Handout/flyer -Advertisements	\$13,500 +J&T +RB&G
Identification of the tentative Preferred Alternative and National Economic Efficiency (NEE) Alternative • Identify the NEE Alternative that best addresses the technical, environmental, social, and economic concerns. The NEE is the alternative which maximizes net economic benefits consistent with protecting the Nation's environment • Work with PRWRC and NRCS to determine the Preferred Alternative. If the Preferred Alternative is different than the NEE alternative, then the Sponsors will need to pursue an exception from the Chief of NRCS	-Assume NEE Alternative and the Preferred Alternative are the same and an exception will not need to be pursued	-Identification of the NEE/Preferred Alternative	\$20,000 +J&T +RB&G +Long
Conceptual Design (of the Preferred Alternative) - prepare sufficient data for the Preliminary Review to adequately convey the design approach and methods • Complete preliminary reservoir pipeline hydraulics to determine pipeline pressures, headloss, and sizing • Determine pipeline sizing for water delivery to reservoir • Provide preliminary plan for construction, maintenance and recreation access • Provide Recommendations for pipeline outlet works • Provide preliminary recreation facility plan		-Concept Drawings -Preliminary Engineering report of findings and recommendations	\$70,500 +J&T +RB&G

• Develop concept drawings and report for the Preferred Alternative <u>Geotechnical</u> • Perform preliminary static and seismic stability analyses to determine conceptual dam design geometry. [RB&G] • Model excavation and embankment material quantities. [RB&G] • Prepare Engineers Opinion of Probable Cost (EOPC) and recommendations for preliminary spillway and outlet design. [RB&G] • Prepare conceptual design report, which will include plan sheets illustrating the preliminary dam layout, foundation excavation and treatment, embankment design, profiles, and cross sections. [RB&G] • Prepare and submit preliminary concept drawings of the Preferred Alternative for review. ○ Cover sheet. ○ Overall site maps. ○ Detailed site maps. ○ Preliminary concept plans, profiles, elevations, cross sections, and details needed to describe the work ○ Plans, profiles, and graphical descriptions of bore holes of geologic investigations. ○ Conceptual structural drawings			
Prepare 3-D rendering for the NEE/Preferred Alternative		-3D rendering	\$4,500
Phase 3 – Preparation of Plan-EIS Document - This phase includes development of the Preliminary, Draft, and Final Watershed Plan-EIS for technical review by NRCS-Utah, NRCS National Water Management Center (Preliminary only), and PRWRC.			
Prepare Description of the Proposed Alternative , including discussion of screened alternatives and include graphics		-Written and graphic documentation to be incorporated into the	\$13,500

		Plan-EIS	
Prepare Preliminary Draft PLAN-EIS that includes Purpose and Need Statement, Alternatives Discussion, Environmental Analysis, and Comments and Coordination • Maintain and Provide Project Files for use in an Administrative Record • Maintain Bibliography of References and Data Sources	-Administrative Record to be assembled by NRCS, if needed	-Preliminary Draft Plan-EIS -Project Files -Bibliography and References for Plan-EIS	\$50,500
Address NRCS Comments and Concerns • Develop a comment/response matrix • Respond, in writing, to each of the comments and make required changes in the Plan-EIS		-Comment-response matrix	\$9,000
Prepare Draft Plan-EIS - incorporate comments from NRCS and finalize the Draft Plan-EIS		Draft Plan-EIS in pdf format	\$13,500
Prepare Notice of Availability and Public Meeting Notice for Draft PLAN-EIS and Issue notice (includes news release)	-Notice to be published in one local and one statewide newspaper	-Notice of Availability and Public Meeting Notice	\$500
Hold Public Hearing/Meeting on Draft PLAN-EIS and Prepare Summary Report (prep meeting, news release, preparation of boards, schedule meeting time and location, prepare and send postcards and letters/e:mails)	-Five attendees from consultant team Assume meeting will be in person (if needed virtual meeting options can be provided) -Seven attendees from consultant team -Anticipate up to 150 comments from public -Provide court reporter	- Public Hearing Report -Public sign-in sheets -Info boards -Website updates -Handout/flyer -Advertisements	\$19,500 +J&T +RB&G
Prepare Preliminary Final PLAN-EIS)	-Assumes addressing comments received on the Draft PLAN-EIS from the public meeting (maximum 20	-Preliminary Final Plan-EIS	\$21,500

	comments)		
Prepare Final PLAN-EIS		-Draft Final-EIS in pdf format	\$9,500
Prepare Notice of Availability and Public Notice(s) for Final PLAN-EIS and Issue Locally (includes news release)	-Notice to be published in one local and one statewide newspaper	-Notices in pdf format	\$500
Identify Expected Permits and Mitigation • Prepare list expected permits required for the project • identify likely compensatory mitigation based on coordination with federal regulatory agencies such as U.S. Fish and Wildlife Service and U.S. Army Corps of Engineers		-List of expected permits and mitigation requirements	\$5,500
Prepare Record of Decision (ROD)	-Consultant will prepare draft ROD and NRCS will finalize	-Record of Decision	\$5,000
	Direct costs	Mileage	\$7,000
		Meals	\$2,500
		Lodging	\$1,500
		Newspaper	\$2,000
		Postage	\$500
		Court Recorder	\$500
	Subconsultant costs	Sub – J&T	\$160,000
		Sub – RB&G	\$200,000
		Sub - Loughlin	\$30,000
		Sub - Long	\$10,000
TOTAL ESTIMATED COSTS			\$1,211,000

Minutes of the Price City Council Workshop
via ZOOM Meeting
July 7, 2020 - 4:00 p.m.

Present:

Michael Kourianos, Mayor

Councilmembers:

Amy Knott-Jespersen

Rick Davis

Terri Willis

Layne Miller

Excused:

Councilmember Marsing

Items discussed:

1. Safety Seconds
2. Price City Main Street Pilot Program
3. Desert Wave Pool – Removal of bubble
4. Future of the Progress Committee
5. Councilmember reports
6. Committee reports

Adjourned: 5:10 P.M.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder

Minutes of the Price City Council Meeting
City Hall
Price, Utah
July 8, 2020 at 5:30 p.m.

Present:

Mayor Kourianos

Councilmembers:

Rick Davis

Amy Knott-Jespersen

Layne Miller

Terry Willis

Bret Cammans, Customer Service Director

Sherrie Gordon, City Recorder

Kelly Maynes, Police Department

Nick Tatton, Community/Human Resources Director

1. Mayor Kourianos called the regular meeting to order at 5:31 p.m.
2. Mayor Kourianos led the Pledge of Allegiance.
3. Roll was called with the above Councilmembers and staff in attendance. Councilmember Marsing was excused/absent.
4. SAFETY SECONDS – Mayor Kourianos reminded everyone to wear a mask and practice social distancing.
5. PUBLIC COMMENT –

Jill Oakley and Mathew Sorensen commented on the pickle ball court:

- ✓ Improvements to the courts
- ✓ The possibility of developing a committee to enhance pickle ball play
- ✓ Short term and long term plans for the pickle ball court
- ✓ What kind of organizational structure should be used for them to provide input to Price City
- ✓ Start a pickle ball club

6. QUARTERLY SAFETY PRIZE - Quarterly prize drawing for qualifying employees for safety practices in the workplace.

Nick Tatton reviewed the safety program. Mathew Sorensen, a community member in attendance, pulled the winning ticket. Linda Allred was announced as the winner of the quarterly safety prize. The Mayor thanked the city employees for their continued efforts to work safely.

A brief discussion was held on Item 8 regarding the bid process and contractor selection.

CONSENT AGENDA – Councilmember Miller moved to approve consent agenda items 7 through 11. Motion seconded by Councilmember Knott-Jespersen and carried.

7. MINUTES

- a. June 24, 2020 City Council Meeting

8. LIBRARY RAMP BID - One bid was received from Delbert Thayn Construction for \$54,320 for the library ramp project. The bid exceeded budget. Staff would like to propose that the bid not be accepted. Staff would like City Council approval to solicit for quotes in an attempt to keep the project within budget.
9. ANNUAL WATER OVERAGE REPORT - Consideration and possible approval of the annual Water Overage Report. This is the report that reconciles water problems that occurred during the winter months. This year had customers and a total credit of \$3,234. The Water Department can issue credit for up to \$1,359. This leaves a remaining balance of \$1,875 needing City Council approval.
10. BUTCH CASSIDY TRAIL SIGN - Consideration and possible approval for Altitude Cycle to place an information board for the Butch Cassidy Bike Trail. The information board will be located at the top north west corner of the Atwood Ball Field Complex and be similar in appearance to the one at the Pump Park.
11. BUSINESS LICENSES - Consideration and possible approval of business licenses for: G & A Windows at 127 N and House of Angels at 710 N 7 E.

12. UNFINISHED BUSINESS – No unfinished business discussed.

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

MOTION. Councilmember Willis moved to close the regular City Council meeting at 5:47 p.m. Motion seconded by Councilmember Davis and carried.

The regular City Council meeting was adjourned at 5:47 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder



Price City
Grant Award Agreement

JULY 1, 2020 – JUNE 30, 2021

Table of Contents

Initials and signatures are required as noted below, indicating acceptance and understanding of all grant terms, conditions, requirements and responsibilities.

Grant Award Agreement	Page 2
Signatures required	Page 2
Attachment A: Agreement Definitions and Terms	Page 3
Initials required	Page 3
Attachment B: Assurances, Conditions, Certifications and Requirements	Page 4
Signatures required	Page 10
Attachment C: Core System Principles	Page 11
Initials required	Page 17
Attachment D: Project Description, Goals and Performance Indicators.....	Page 18
Initials required	Page 18
Attachment E: Quarterly Reporting Schedule	Page 19
Initials required	Page 19
Attachment F: Budget Details.....	Page 20
Initials required	Page 20
Attachment G: Quarterly Payment Structure	Page 21
Initials required	Page 21

 State of Utah Indigent Defense Commission GRANT AWARD AGREEMENT		1) Grantee Name & Address:	
		Price Municipal Corporation 185 E Main Street Price, UT 84501	
2) Project Director:	Lisa Richens	3) Phone:	435-636-3167
4) Email:	nickt@priceutah.net	5) Length of Grant:	12 Months
6) Grant Start Date:	07-01-2020	7) Grant End Date:	06-30-2021
8) Budget Summary		IDC Grant Award	Required System Spending
Personnel / FTE Expenses:		\$ 0.00	\$ 0.00
Fringe Benefits for Personnel / FTE:		\$ 0.00	\$ 0.00
Contract Services:		\$ 6,600.00	\$ 51,000.00
Equipment, Supplies and Operating Expenses:		\$ 0.00	\$ 0.00
Travel (Mileage):		\$ 0.00	\$ 0.00
Subtotals:		\$ 6,600.00	\$ 51,000.00
Total Budget (Grant + System Spending):		\$ 57,600.00	
9) Certification	Under the terms and conditions of this Agreement, which incorporates by reference attachments A through G, the Grantees agree to complete all objectives and requirements of the project as described herein. The State of Utah, through its Indigent Defense Commission, agrees to fund the project up to the Total Grant Award contingent upon the grantee meeting all requirements outlined in the agreement.		
10) Name and Title of Authorized System Representative*			
11) Signature of Authorized System Representative*			
12) Signature of System Project Director*			
13) Signature of OIDS Director*			

* See next page for definitions.

ATTACHMENT A: AGREEMENT DEFINITIONS AND TERMS

As used in this Agreement, the following terms shall have the meanings set forth below:

Authorized system representative means the official of the system authorized to sign grant applications and agreements. These may include City Mayor, City Manager, County Mayor, County Manager, County Council Chair, or County Commissioner of the fiduciary agency.

Commission or IDC means the Utah Indigent Defense Commission

OIDS Director means the director of the Office of Indigent Defense Services.

Indigent defense resources means the resources necessary to provide an effective defense for an indigent individual, including the costs for a competent investigator, expert witness, scientific or medical testing, transcripts, and printing briefs.

Indigent defense service provider means an attorney or entity appointed to represent an indigent individual pursuant to:

- (a) a contract with an indigent defense system to provide indigent defense services; or
- (b) an order issued by the court under Utah Code Subsection 78B-22-203(2)(a).

Indigent defense services means:

- (a) the representation of an indigent individual by an indigent defense service provider; and
- (b) the provision of indigent defense resources for an indigent individual.

Indigent defense system or **System** means:

- (a) a city or town that is responsible for providing indigent defense services;
- (b) a county that is responsible for providing indigent defense services in the district court, juvenile court, and the county's justice courts; or
- (c) an interlocal entity, created pursuant to Utah Code 11-13, the Interlocal Cooperation Act, that is responsible for providing indigent defense services according to the terms of an agreement between a county, city, or town.

Office or OIDS means the Office of Indigent Defense Services

Project Director means the individual, from the applicant indigent defense system, responsible for the day-to-day management and oversight of the grant program, and the person who the IDC will contact for information on compliance with the terms of the grant agreement and Utah Law, quarterly reports, invoices, and payment information.

System Project Director Name	Title	Initials	Date
Authorized System Representative Name	Title	Initials	Date

ATTACHMENT B: ASSURANCES, CONDITIONS, CERTIFICATIONS AND REQUIREMENTS

Utah Indigent Defense Commission
Revised June 2020

I. CERTIFIED ASSURANCES AND GRANT CONDITIONS

CERTIFIED ASSURANCES

1. The System assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Commission shall prescribe, shall be provided to assure fiscal control, proper management, independence of the public defender function, and efficient disbursement of funds.
2. The System assures that it has and will continue to maintain its baseline budget for indigent defense spending, as set forth in its application for Commission grant funding, and reflected in the grant payment structure and grant award agreement. In addition, the System assures that Commission funds shall be used to supplement and not supplant (replace) local spending on indigent defense services. If a System reduces its funding or otherwise is found to be in violation of this assurance, the system may be required to repay those funds that were used to supplant local spending, or may be denied all Commission grant funding.
3. The System assures that it shall maintain such data and information and submit quarterly reports, including progress reports, financial status reports, and other data requested by the Commission or Office, including Defender Data reports. These reports provide information and data related to narrative and numerical performance measures developed by the Commission, not limited to the number and types of all cases filed, number and types of cases where a court appoints an attorney to represent an indigent party, disposition of each court-appointed case, caseloads carried by indigent defense service providers in the System, etc.
4. The System assures that quarterly reports will be uploaded into the State GMS database no later than 20 days after the end of each quarter, and prior to July 13th for the quarter of April through June. If the 13th falls on a weekend the deadline will be the following Monday. Failure to submit complete reports by established deadlines may result in the freezing of grant funds, affect future funding eligibility, and/or risk designation. The Office may also require the System to complete corrective action. Due to the end of the state fiscal year, the reporting for the quarter ending June 30 requires a hard deadline of July 13th. The System will have up to 90 days past the closing date of the grant award to submit a final supplemental financial status report, for costs incurred during the grant period. However, the System should make every possible effort to include all final costs in the regularly scheduled status report due July 13th.
5. The System assures it will comply with State of Utah rules, policies, and rates, regarding personnel, purchasing supplies and equipment, contractual agreements, etc., unless its home agency rates

are more restrictive. If the System is working through a fiduciary agent, the policies of the fiduciary agent become the applicable policies with regard to expending grant funds. If the System does not currently have written policies or a fiduciary agent, the general policies adopted by the State of Utah - Department of Finance, Department of Human Resources, Division of Purchasing and General Services, etc. - must be complied with in expending grant funds.

6. The System assures it will require all indigent defense service providers to cooperate and participate with the IDC and Office in reporting, and any investigations, audits, and/or reviews of indigent defense services.
7. The System assures it will allow the Commission and Office to maintain oversight to: collect data, audit attorney performance, establish performance, caseload, and other standards, and to ensure the IDC Core Principles are being met.
8. The System assures, through appropriate language incorporated in each grant, sub-grant or other document under which funds are to be disbursed, the authorized official shall assure that the applicable certified assurances and grant conditions will be complied with by their own agency and any other agency or the system with whom they make subsequent contracts or agreements.

GRANT CONDITIONS

1. COMPENSATION AND METHOD OF PAYMENT: The Commission will reimburse, or in rare cases with advance approval will forward the grant share of approved program expenditures as outlined in the grantee's grant award agreement. Reimbursement will be made on a quarterly basis, once quarterly required invoices and reports are submitted and the amount of expenditures are approved, unless other payment arrangements have been agreed to in advance and in writing by the Commission.
2. AUDIT REPORTS: The System agrees to make available to the Office and Commission a copy of any annual audits on the System or any sub-grantees.
3. UTILIZATION AND PAYMENT OF FUNDS:
 - a. Funds awarded are to be expended only for purposes and activities covered by the approved project activities and budget.
 - b. Project funds will be made available in accordance with provisions as prescribed by the Commission.
 - c. Grantee agrees to return to the Commission all unexpended funds provided hereunder to the Commission within 60 days of termination of the grant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audit.
 - d. Approved project activities and budget categories may include:

- i. Personnel / FTE Expenses: All remuneration for services of System employees during the period of the award, including wages and salaries. Any personnel / FTEs are considered employed by and employees of the System.
 - ii. Fringe Benefits for Personnel / FTE: Allowances and services provided by employer(s) to their employee(s) as compensation in addition to regular salaries and wages. Commission reimbursement is limited to medical and dental insurance for System personnel / FTEs.
 - iii. Contract Services: Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill (i.e. contracted defense attorneys). Not considered officers or employees of the System.
 - iv. Reserve Funds: Money set aside to meet future or unexpected costs associated with defense resources. This includes, but is not limited to, investigators, experts, forensic services, appeals, and transcripts.
 - v. Travel: The expenses for transportation incurred by personnel / FTEs and/or contractors who travel on official business. Such costs are charged on an actual mileage basis and subject to the State of Utah reimbursement rate.
 - vi. Other: Subject to the limitation and approval of the Commission, other expenses related to indigent defense may be allowable.
4. OBLIGATION OF GRANT FUNDS: Grant funds may not be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.
5. EXPENSES NOT ALLOWABLE: Project funds may not be expended for: (a) items not part of the approved budget or separately approved by the Commission; (b) the purchase of land; or (c) construction projects. Expenditure of funds in excess of the amount budgeted per budget category will be permitted only with the Commission's prior written approval.
6. TERMINATION OF AID: If through any cause the System shall fail to substantially fulfill in a timely and proper manner all of its obligations, terms, covenants, conditions, attachments, addenda, or other stipulations of the grant agreement, as determined by the Commission, the Commission shall have the right to terminate the grant agreement or to suspend fund payments. The Commission shall give written notice to the System of such action, specifying the effective date thereof, at least thirty (30) days before the effective date of such action.
7. INSPECTION AND AUDIT: The Commission, the State of Utah, or any of their duly authorized representatives shall have access for purpose of audit and examinations to any books, documents, papers, and records of the System and any sub-grantees, and to relevant books and records of either.

8. PERSONAL PROPERTY: The System shall retain any nonexpendable personal property acquired with grant funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program, whether or not, the program continues to be supported by Commission grant funds. When there is no longer a need for the property to accomplish the purpose of the program, the grantee shall request property disposition instructions from the Office or Commission.
9. MAINTENANCE OF RECORDS: For purposes of state and federal examinations and audits, all financial and statistical records, supporting documents, and all other records pertinent to grant awards or contracts shall be retained 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.
10. WRITTEN APPROVAL OF CHANGES: **The System must obtain prior written approval from the Commission for program changes.** These include (a) any change of substance in program activities, designs, or objectives; (b) changes in the system project director or key professional personnel identified in the approved application; (c) changes in the approved project budget; and (d) budget adjustments in any budget category.
11. THIRD PARTY PARTICIPATION: No contract or agreement may be entered into by the System for execution of project activities or provision of services that is not incorporated in the approved proposal, or approved in advance by the Commission. Any such arrangement shall provide that the System will retain ultimate control and responsibility for the grant project and that the System shall be bound by these grant conditions and any other requirements applicable to the System in the conduct of the project. The Commission shall be provided with a copy of all such contracts and agreements entered into by the System.
12. WRITTEN DESCRIPTIONS OF PROGRAMS: The System agrees that when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing projects or programs funded in whole or in part with State money, the System receiving State funds shall clearly state (a) the percentage of the total cost of the program or project that will be financed with State money, and (b) the dollar amount of State funds for the project or program.
13. PROJECT DIRECTOR: There shall at all times during the life of the grant agreement be an individual appointed by the System as "Project Director." This individual will be responsible for program planning, operation, reporting and administration under the grant agreement.
14. RELEASE OF INFORMATION: All records, papers and other documents kept by recipients of Commission funds, their grantees and sub-grantees, relating to the receipt and disposition of such funds, are required to be made available to the Commission, and are subject to any applicable state or federal laws governing the disclosure of such records.

The System agrees that this agreement, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act

(GRAMA). The System gives the State Entity and the State of Utah express permission to make copies of this agreement, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by the System and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, System also agrees that the System's application for the grant award will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform the System of any GRAMA requests for disclosure of this agreement, related purchase orders, related pricing documents, or invoices.

15. COPYRIGHTS AND RIGHTS IN DATA: Where activities supported by this grant produce original computer programs, writings, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), the Commission has the right to use, duplicate and disclose, in whole, in part, or in any manner for any purpose whatsoever and have others do so. If the material is copyrightable, the System may copyright such, but the Commission reserves a royalty-free non-exclusive and irreversible license to reproduce, publish and use such materials in whole or in part and to authorize others to do so.
16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY: The System certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. The System must notify the Commission within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this agreement. Where the System is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the Commission.
17. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS: This certification is required by the State rules and regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, and in the Rules Governing a Drug-Free Workplace set forth in Utah Administrative Rule 477-14-1 through 477-14-4. The regulations, published in the January 31, 1989 *Federal Register*, and incorporated by reference in the Utah Administrative Rules, require certification by the System, prior to award, that they will maintain a drug-free workplace.
18. LAWS AND REGULATIONS: At all times during this agreement, the System and all Indigent Service Providers will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
19. INDEMNITY: Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this agreement 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 agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement 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.

20. REMEDIES: Any of the following events will constitute cause for the State Entity to declare the System in default of this Agreement: (i) System's non-performance of its contractual requirements and obligations under this Agreement; or (ii) System's material breach of any term or condition of this Agreement. The State Entity may issue a written notice of default providing a ten (10) day period in which the System will have an opportunity to cure. Time allowed for cure will not diminish or eliminate the System's liability for damages. If the default remains, after the System has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement; (iii) impose liquidated damages, if liquidated damages are listed in this Agreement; (iv) debar/suspend the System from receiving future agreements from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to the System under this Agreement for services that do not conform to this Agreement.
21. FORCE MAJEURE: Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, disease, state of emergency, executive order, and/or war, which is beyond that party's reasonable control. The State Entity may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.
22. EMPLOYMENT PRACTICES: The System agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. The System further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of the System's employees.
23. NON-APPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW: Upon thirty (30) days written notice delivered to the System, this agreement may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity 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 Agreement; or (ii) that a change in available funds affects the State Entity's ability to pay under this Agreement. 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.

If a written notice is delivered under this section, the State Entity will reimburse the System for the Services properly ordered until the effective date of said notice. The State Entity will not be liable

for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

24. TERMINATION: Unless otherwise stated in this Agreement, this Agreement may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and is subject to the remedies listed below. This agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon thirty (30) days written termination notice being given to the other party. The State Entity and the System may terminate this Agreement, in whole or in part, at any time, by mutual agreement in writing. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services ordered prior to the date of termination.

The System shall be compensated for services properly performed under this Agreement up to the effective date of the notice of termination. The System agrees that in the event of such termination for cause or without cause, the System's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all services properly performed as authorized under this Agreement up to the date of termination as well as any reasonable monies owed as a result of the System having to terminate other contracts necessarily and appropriately entered into by the System pursuant to this Agreement.

GRANTEE ACCEPTANCE OF ALL GRANT ASSURANCES, CONDITIONS, TERMS, CERTIFICATIONS, AND ANY OTHER GRANT REQUIREMENTS

The signatures below certify that you have reviewed and agree to comply with each of these IDC grant assurances, conditions, certifications, and the requirements in Attachment A through G of the IDC Grant Agreement and that all of the information provided is correct, that there has been appropriate coordination with affected agencies, and that the System will comply with the provisions of all state laws.

System Project Director Name	Title	Signature	Date
Authorized System Representative Name	Title	Signature	Date

ATTACHMENT C: UTAH INDIGENT DEFENSE COMMISSION CORE PRINCIPLES



CORE PRINCIPLES FOR **UTAH INDIGENT DEFENSE SYSTEMS**

Updated December 2019

USER STATEMENT

This document, adopted by the Utah Indigent Defense Commission in August 2017, sets forth core principles for the provision of indigent defense representation in the State of Utah.¹ These principles are intended to encompass the provision of indigent defense services in three defined areas of practice—criminal defense, delinquency defense, and parental defense. Utah law delegates the provision of indigent defense services to its local governments.²

The purpose of these principles is threefold:

1. To provide guidance to government officials, policymakers, and entities charged with providing, overseeing, assessing, and/or funding indigent defense systems;
2. To provide a yardstick for measuring the extent to which an indigent defense system ensures that individual attorneys within that system have the knowledge, ability, resources, and independence necessary to provide effective representation; and
3. To encourage appointed counsel to provide a high standard of representation and promote professionalism in the representation of indigent individuals in Utah.

THE UTAH INDIGENT DEFENSE COMMISSION

The Utah Indigent Defense Commission was created by legislation in 2016 to help the state ensure its indigent defense services are consistent with the United States and Utah Constitutions, and Utah law.

The membership of the Commission includes key leaders in state and local government, criminal defense, and indigent defense services.

The Commission works with the state, local governments, indigent defense providers, and other stakeholders to provide guidance on standards for constitutional representation, gather data and information about indigent defense service provision, award grants to improve indigent defense services, and support the regionalization of indigent defense services throughout the state.

¹The Utah Indigent Defense Commission is mandated to “adopt minimum guidelines for an indigent defense system to ensure the effective representation of indigent individuals consistent with the requirements of the United States Constitution, the Utah Constitution, and the Utah Code.” Indigent Defense Act, Utah Code § 78B-22-404(1)(a).

²“Indigent Defense System” or “system” refers to the local government entity that is responsible for providing indigent defense services in its respective state, county, or city courts; and the term includes counties, cities, towns, and any “interlocal entity . . . responsible for providing indigent defense services according to the terms of an agreement between a county, city, or town.” Indigent Defense Act, § 78B-22-102(7).

PRINCIPLE 1/ ORGANIZATIONAL CAPACITY OF DEFENSE SYSTEM IS SUFFICIENT TO ENSURE COMPLIANCE WITH CORE PRINCIPLES

A system's ability to meet the principles articulated herein requires a threshold structural and resource capacity—for example, an adequate budget, administrative resources, and the ability to monitor attorney and system performance. Critical to this capacity is the collection and regular review of reliable data and information about the services and quality of representation that a system is providing.³

If an indigent defense system lacks such capacity, efforts must be made to improve the system's organization—for example, through adopting a managed assigned counsel (MAC) system, public defender office, and/ or through pursuing interlocal, resource-sharing agreements.

PRINCIPLE 2/ SYSTEM PROVIDES COUNSEL TO ALL ELIGIBLE DEFENDANTS, MINORS, AND RESPONDANTS WHO DO NOT KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVE COUNSEL

Rights. The U.S. Constitution, the Utah Constitution, and Utah law guarantee the right to counsel. That right extends under Utah law to all accused persons facing any possibility of incarceration or detention,⁴ and to parents/legal guardians subject to child welfare proceedings and/or petitions to terminate their parental rights,⁵ regardless of financial status.

Responsibilities. Systems must ensure individuals facing these proceedings, who are unable to afford counsel, are provided counsel at government expense.⁶ Systems must also ensure the presence of defense counsel at all court proceedings, to avoid creating practical barriers to appointment or any pressure to waive counsel.

Restrictions. If a system seeks to recover/recoup public defender fees, it must strictly adhere to the statutory limitations and processes, to avoid undermining the right to counsel.⁷ A system

³ Indigent Defense Act, §78B-22-404(1)(c). The commission shall, "identify and collect data from any source, which is necessary for the commission to: (i) aid, oversee, and review compliance by indigent defense systems with the commission's minimum guidelines for the effective representation of indigent individuals; and (ii) provide reports regarding the operation of the commission and the provision of indigent defense services by indigent defense systems in the state."

⁴ Indigent Defense Act, § 78B-22-102(8) (defining a minor who is "arrested and admitted into detention" or who is "charged by petition or information in the juvenile or district court" as indigent for the entitlement to court-appointed counsel), 78B-22-201 (explaining the other individuals who are entitled to the right to counsel)

⁵ Indigent Defense Act, § 78B-22-201(1)(b)(parent and legal guardians have the right to counsel in abuse, neglect, or dependency proceedings; termination of parental rights; adult offenses; or proceedings listed in § 78B-6-112).

⁶ Indigent Defense Act, §§ 78B-22-102(7) (requiring cities, towns, and counties to provide indigent defense services), and 78B-22-202(2), 78B-22-203(1) (requiring a court to determine indigency, and upon finding indigency, to appoint an indigent defense service provider under contract with a system to represent indigent individuals).

⁷ Recoupment of public defender fees is permissible with limitations. Such fees cannot be combined with a plea agreement and must only happen post-conviction after a court makes an independent "ability to pay" determination. Utah Code §77-

may not, for example, assess fees without individualized assessments for each convicted individual, as statute requires the court to consider financial resources and the burden any fee will cause before imposing it. Systems reinvest any recouped funding in indigent defense services.

PRINCIPLE 3/ SYSTEM PROVIDES PROPER SCOPE OF REPRESENTATION

- **Principle 3A/ Scope of Representation: Attorney Activity**

Effective representation requires attorney activity that is meaningfully addressing the allegations facing each client. Accordingly, indigent defense systems shall ensure that attorneys are regularly engaged in a scope of practice wherein the attorney will:

- Develop a theory of the case that guides the case strategy;
- Pursue available evidence through discovery and investigation;
- Examine and review all available evidence;
- File appropriate motions;
- Advise the client on the strengths and weaknesses of the state’s case and on all implications of a plea offer, including direct and collateral consequences of accepting the plea offer;
- Litigate or adjudicate the allegations, unless a plea offer is consistent with the client’s expressed wishes and represents a benefit to the client; and
- Use investigative and other defense resources, as appropriate.

- **Principle 3B/ Scope of Representation: Stages of the Proceedings**

Early Appointment. Systems must ensure that as soon as feasible, defense counsel is assigned and notified of appointment, and indigent individuals are notified of the identity of assigned counsel and how to contact counsel.⁸

Continuity. Systems must ensure an indigent individual has access to counsel at all critical stages of criminal proceedings,⁹ and in delinquency and child welfare proceedings that

32a-108 (“The court may not include in the judgment a sentence that a defendant pay costs unless the defendant is or will be able to pay them. In determining the amount of costs, the court shall take into account the financial resources of the defendant, the nature of the burden that payment of costs will impose, and that restitution is the first priority.”); *Fuller v. Oregon*, 417 U.S. 40, 45 (1974).

⁸ Utah R. Prof. Conduct. 1.4 (Communication).

⁹ A critical stage is “every stage of a criminal proceeding where substantial rights of a criminal accused may be affected.” *Mempa v. Rhay*, 389 U.S. 128, 134 (1967). The right attaches when “formal judicial proceedings have begun.” *Rothgery v. Gillespie County*, 554 U.S. 191, 212 (2008).

indigent individuals have counsel to represent them at all stages of the juvenile court proceedings.¹⁰

Consistency. Systems must ensure representation commences in a timely manner, extends for the proper period of representation, and proceeds with reasonable continuity, unless the client's needs dictate otherwise—meaning the same attorney must continuously represent a client, where feasible, until a case concludes.¹¹

PRINCIPLE 4/ SYSTEM PROVIDES REPRESENTATION THAT IS INDEPENDENT AND FREE FROM INTERFERENCE

Indigent defense counsel's primary and most fundamental responsibility is to promote and protect the interests of client. A system must ensure defense counsel is free to defend clients zealously, based on counsel's own judgement, and without fear of termination, reduction in compensation, reduction in staff, or reduction in defense resources.¹² The selection, funding, and payment of defense counsel should be independent of the judiciary and the prosecution.¹³

PRINCIPLE 5/ SYSTEM RECOGNIZES DISTINCT AREAS OF SPECIALIZATION WITHIN INDIGENT DEEFENSE

Indigent defense encompasses distinct areas of practice—criminal defense, delinquency defense, parental defense, and appellate advocacy.¹⁴ Each is its own area of specialization, requiring a skills and knowledge distinct from what is required to practice in any other area.

Indigent defense systems must separately account for criminal defense, delinquency defense, parental defense, and appellate advocacy in their employment and contracting arrangements.¹⁵

¹⁰ Minors are entitled to appointed counsel. Indigent Defense Act, §§ 78B-22-102(8)(a), 78B-22-203(1)(a). Once appointed, providers "shall provide indigent defense services for the indigent individual *in all court proceedings* in the matter for which the indigent defense service provider is appointed." §§ 78B-22-203(1)(a), 78B-22-202(1)(b).

¹¹ System should ensure defense counsel does not withdraw from representation inappropriately, as defense counsel is required at probation revocation hearings. *Mempha*, 389 U.S. at 137.

¹² Indigent Defense Act, § 78B-22-404(1)(a)(ii)(A) (systems must ensure providers have "the ability to exercise independent judgment without fear of retaliation and [are] free to represent an indigent individual based on the indigent defense service provider's own independent judgment").

¹³ The "independence of counsel" is "constitutionally protected." *Strickland v. Washington*, 466 U.S. 668, 689 (1984).

¹⁴ Indigent Defense Act, § 78B-22-201(1) (outlining the right to counsel in these four practice areas).

¹⁵ Indigent Defense Act, § 78B-22-404(1)(a)(i)(B) (systems must ensure "a separate contract for each type of indigent defense service")

PRINCIPLE 6/ SYSTEM ENSURES THE RIGHT TO APPEAL

Indigent defense systems must provide counsel for any first appeal of right,¹⁶ and must separately account for the provision of appellate services to ensure the right to appeal.

PRINCIPLE 7/ SYSTEM PROVIDES REPRESENTATION THAT IS FREE FROM CONFLICTS OF INTEREST

Effective representation is representation that is zealous, diligent, and free from conflicts of interest—as defined in the Utah Rules of Professional Conduct.¹⁷ Indigent defense systems shall ensure that defense counsel manages conflicts of interest issues as required by the Utah Rules of Professional Conduct.¹⁸ Systems shall provide appropriate employment and separate arrangements to account for conflict cases.¹⁹ Those arrangements shall not create for defense counsel a financial disincentive to declare a conflict.²⁰

PRINCIPLE 8/ SYSTEM PROVIDES EFFECTIVE REPRESENTATION

Effective representation depends upon the zealous advocacy of qualified counsel, who receives training, has appropriate caseloads, access to defense resources, and proper compensation.

- **Principle 8A/ Qualifications and Training**

Indigent defense systems must ensure defense counsel's ability, training, and experience

¹⁶ Indigent Defense Act, §§ 78B-22-201(1)(c), 78B-22-203(1)(a); *Douglas v. California*, 372 U.S. 353 (1963) (explaining that individuals who are “appealing a first appeal from a conviction or other final court action” have the right to counsel throughout the proceedings, and if such individuals are indigent, counsel will be appointed for them).

¹⁷ Indigent Defense Act, § 78B-22-404(1)(a)(i)(A) (systems must ensure indigent individuals receive zealous and conflict-free indigent defense services); Utah R. Prof. Conduct. 1.1 (Competence), 1.2 (Allocation of Authority Between Client and Lawyer), 1.3 (Diligence), 1.4 (Communication), 1.6 (Confidentiality of information), 1.7 & 1.8 (Conflicts of Interest), 1.9 (Duties to Former Clients), 1.10 (Imputation of Conflicts of Interest), 1.14 (Client with Diminished Capacity), 1.15 (Safekeeping property), 1.16 (Declining or terminating representation), 1.18 (Duties to Prospective Client), 6.2 (Accepting Appointments).

¹⁸ Indigent Defense Act, § 78B-22-404(1)(a)(ii)(H) (systems must ensure indigent service providers have “the ability to meet the obligations of the Utah Rules of Professional Conduct, including expectations on client communications and managing conflicts of interest”).

¹⁹ Indigent Defense Act, § 78B-22-404(1)(a)(i)(A) (systems must ensure an indigent individual receives conflict-free indigent defense services), Utah R. Prof. Conduct 1.7 through 1.10.

²⁰ Indigent Defense Act, § 78B-22-404(1)(a)(ii)(E) (systems must provide indigent defense providers with “adequate compensation without financial disincentives”).

match the complexity of the case.²¹ Systems must require counsel to receive continuing legal education in the areas indigent defense representation in which they practice.²²

- **Principle 8B/ Appropriate Caseloads**

Indigent defense systems must control defense counsel’s total workload (including private and indigent caseloads in other jurisdictions) to allow for effective representation of each client. Total caseload must be set at a level that allows defense counsel to undertake the scope of work required to test the state’s evidence in a meaningful way in each case.²³

- **Principle 8C/ Access to Defense Resources**

Indigent defense systems must equip defense counsel with the tools necessary to provide effective representation, by providing access to defense resources, which may include “costs for a competent investigator, expert witness, scientific or medical testing, transcripts, and printing briefs,”²⁴ social workers, interpreters, and forensic services.

Systems must avoid conflicts or disincentives for defense counsel—for example, flat rate contracts where counsel pays for services from their compensation, or procedures requiring defense counsel to reveal a request for resources to prosecutors.

- **Principle 8D/ Proper Compensation**

Indigent defense systems must adopt appropriate rates and methodologies of compensation, sufficient to attract qualified applicants and to incentivize effective representation, which take into account the time, work, and complexity required to provide effective representation.

Indigent defense systems must avoid employment or contracting arrangements that create disincentives for effective representation—for example, flat fee contracts that provide no limit on the cases defense counsel will be assigned.²⁵ Systems must provide counsel with the ability to seek additional compensation for extraordinary cases, or additional attorneys when caseloads are too high.

System Project Director Name	Title	Initials	Date
Authorized System Representative Name	Title	Initials	Date

²¹ Indigent Defense Act, § 78B-22-404(1)(a)(ii)(F) (systems must ensure providers have “appropriate experience or training in the area for which the indigent defense service provider is representing indigent individuals”).

²² Indigent Defense Act § 78B-22-404(1)(a)(ii)(G) (systems must ensure compensate providers “for legal training and education in the areas of the law relevant to the types of cases for which the indigent defense service provider is representing indigent individuals”).

²³ Indigent Defense Act, § 78B-22-404(1)(a)(ii)(D) (systems must ensure all providers have “a workload that allows for sufficient time to meet with clients, investigate cases, file appropriate documents with the courts, and otherwise provide effective assistance of counsel to each client”).

²⁴ Indigent Defense Act, §§ 78B-22-102(4) & 78B-22-404(1)(a)(ii)(B).

²⁵ Indigent Defense Act, § 78B-22-404(1)(a)(ii)(E) (systems must provide indigent defense providers with “adequate compensation without financial disincentives”).

ATTACHMENT D: PROJECT DESCRIPTION, GOALS AND PERFORMANCE INDICATORS

PROJECT DESCRIPTION (July 1, 2020 - June 30, 2021)				
Grant Input Description	Specific Conditions of Grant Funding	Improvement Goal	IDC Core Principles Addressed	Improvement Outcome
Conflict Counsel	Subject to an open and competitive hiring process.	Ensure conflict free representation.	Conflict Free Representation.	Tracking of cases. Verify no conflicts.

System Project Director Name	Title	Initials	Date
------------------------------	-------	----------	------

Authorized System Representative Name	Title	Initials	Date
---------------------------------------	-------	----------	------

ATTACHMENT E: QUARTERLY REPORTING SCHEDULE

IDC funding is contingent upon the submission of required quarterly programmatic and fiscal status reports. Reports are due following the end of the quarter as follows. Deadlines are subject to change.

Grant Start Date: July 1, 2020		Grant End Date: June 30, 2021	
QUARTER 1			
Starts:	July 1, 2020		
Ends:	September 30, 2020		
Reporting Due:	October 20, 2020		
QUARTER 2			
Starts:	October 1, 2020		
Ends:	December 31, 2020		
Reporting Due:	January 20, 2021		
QUARTER 3			
Starts:	January 1, 2021		
Ends:	March 31, 2021		
Reporting Due:	April 20, 2021		
QUARTER 4			
Starts:	April 1, 2021		
Ends:	June 30, 2021		
Reporting Due:	July 13, 2021		

IDC quarterly reimbursement is contingent upon the local system submitting complete quarterly programmatic and fiscal reports as well as meeting system-spending requirements. The Office will provide forms required for quarterly reporting.

Minimum system spending requirements outlined in the attachments titled Budget Details and Quarterly Payment Structure. Data reporting requirements outlined in the attachment titled Assurances, Conditions, Certifications and Requirements.

System Project Director Name	Title	Initials	Date
Authorized System Representative Name	Title	Initials	Date

ATTACHMENT F: BUDGET DETAILS

PROJECT BUDGET (July 1, 2020 - June 30, 2021)				
Expense Category	Expense Line Item	Total Cost	IDC Grant Award	System Spending
Personnel	Personnel	\$0.00	\$0.00	\$0.00
Fringe	Fringe	\$0.00	\$0.00	\$0.00
Contracted	Primary Defense Counsel	\$36,000.00	\$0.00	\$36,000.00
	Conflict Counsel	\$13,200.00	\$6,600.00	\$0.00
	Prior Work & Cases - Conflict Counsel	\$15,000.00	\$0.00	\$15,000.00
E.S.O.	Fixed Equipment, Supplies & Operating Expenses	\$0.00	\$0.00	\$0.00
	Other Equipment, Supplies & Operating Expenses	\$0.00	\$0.00	\$0.00
	Defense Resources & Reserves	\$0.00	\$0.00	\$0.00
	Training & Related Travel	\$0.00	\$0.00	\$0.00
	Indigent Defense Capital Fund	\$0.00	\$0.00	\$0.00
	Other Miscellaneous	\$0.00	\$0.00	\$0.00
Travel	Mileage	\$0.00	\$0.00	\$0.00
Totals:		\$64,200.00	\$6,600.00	\$51,000.00

Reimbursement is contingent upon the System meeting minimum required spending amounts for each expense category as outlined in the Quarterly Payment Structure. As specified in the Certified Assurances grant funds must supplement, not supplant or replace current System spending.

Unless otherwise approved by the IDC, System expenses must be paid prior to reimbursement and should be reported for the period in which the expense is incurred. Reporting periods are specified in the attachment titled Quarterly Reporting Schedule. For expenses incurred during a period that are paid after the quarterly fiscal report is submitted, a supplemental financial status report will be required. Contact the grant program manager for assistance. Reimbursement dates are dependent upon grantee reporting and subject to change.

System Project Director Name	Title	Initials	Date
Authorized System Representative Name	Title	Initials	Date

ATTACHMENT G: QUARTERLY PAYMENT STRUCTURE

PAYMENT STRUCTURE (July 1, 2020 - June 30, 2021)									
Expense Line Item	Expense Structure	Jul-Sep Grant Award	Jul-Sep System Spending	Oct-Dec Grant Award	Oct-Dec System Spending	Jan-Mar Grant Award	Jan-Mar System Spending	Apr-Jun Grant Award	Apr-Jun System Spending
Personnel	None	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringe	None	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Primary Defense Counsel	Fixed	\$0.00	\$9,000.00	\$0.00	\$9,000.00	\$0.00	\$9,000.00	\$0.00	\$9,000.00
Conflict Counsel	Fixed	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$1,650.00	\$0.00
Prior Work & Cases - Conflict Counsel	Fixed	\$0.00	\$3,750.00	\$0.00	\$3,750.00	\$0.00	\$3,750.00	\$0.00	\$3,750.00
Fixed Equipment, Supplies & Operating Expenses	None	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Equipment, Supplies & Operating Expenses	None	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Defense Resources & Reserves	None	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Training & Related Travel	None	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indigent Defense Capital Fund	None	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Miscellaneous	None	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mileage	None	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

For categories budgeted quarterly:

- The System must meet the minimum required system spending amount for the quarter before requesting grant reimbursement.
- Reimbursement requests should not exceed the quarterly grant amount budgeted for each line item.
- Any costs exceeding the budgeted quarterly system spending and grant amounts combined, shall be the System's responsibility, and count toward the system-spending requirement for the following quarter.

For as billed categories:

- The System must meet any established annual system-spending requirement for a line item before utilizing grant funding on the same line item.
- Any costs exceeding the annual grant amount for a line item, will be the System's responsibility and will count as system spending.

System Project Director Name	Title	Initials	Date
Authorized System Representative Name	Title	Initials	Date

300E/700E/4th Ave Water & Street Improvements**CURRENT PROJECT BUDGET**

CIB Loan	\$ 750,000.00
CIB Grant	\$ 250,000.00
Price City	\$ 700,000.00
TOTAL	\$ 1,700,000.00

% of Total

44%
15%
<u>41%</u>
100%

Percentage Of

Total Budget

Account Number

EXISTING PROJECT FUNDING by ACCOUNT

79%	51-77-731	Water Line Replacement (300 East/ 4th Ave)	\$ 1,340,000
21%	10-71-732	Road Improvements (700 East)	\$ 350,000
		Bond/Admin Fees	<u>\$ 10,000</u>
		Total	\$ 1,700,000

PROJECTED EXPENSES**ENGINEERING SERVICES**

	Design(Paid)	\$ 26,915	
	Construction Management/Survey/Testing	<u>\$ 80,615</u>	
	Total Projected Engineering	\$ 107,530	5% of Project

CONSTRUCTION

	LOWEST BID RECEIVED 6-30-20	\$ 2,015,966	
9%	CONTINGENCY	<u>\$ 176,504</u>	
	Total Projected Construction	\$ 2,192,470	

TOTAL PROJECTED PROJECT	\$ 2,300,000
--------------------------------	---------------------

TOTAL ADDITIONAL FUNDING NEEDED	<u>\$ 600,000</u>
--	--------------------------

Projected Sources of Additional Funding

CIB Loan (75%)	\$ 450,000
CIB Grant(25%)	\$ 150,000

Thayn Construction

PO Box 715

Price, UT 84501

(435) 650-2394

jdthayn@gmail.com

Estimate

ADDRESS

Price City

185 East Main Street

Price, UT 84501

ESTIMATE: 052029**DATE:** 7/14/2020

PROJECT: 6C-2020

LINE ITEM	DESCRIPTION	AMOUNT
Schedule 1 - ADA Library Ramp		
1 -	Equipment mobilization	\$ 3,500.00
2 -	Traffic control	\$ 4,800.00
3 -	Excavation	\$ 7,780.00
4 -	Concrete work	\$ 12,100.00
5 -	Hand rail	\$ 8,740.00
6 -	Relocate existing light pole	\$ 4,200.00
TOTAL:		\$ 41,120.00
Schedule 2 - Basement ADA Door		
1 -	Removal of old door	\$ 1,900.00
2 -	Installation of new door	\$ 4,260.00
TOTAL:		\$ 6,160.00
		ESTIMATE TOTAL: \$ 47,280.00

Account No: 3502
 Business Activity: 236
 Fee: 150.00
 Copy to Recorder: 7-8-2020
 CC Approval: ☐ Yes ☐ No Date: _____
 License Sent: _____



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3161.

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

Business Information

Business Status: ☐ New Business ☒ Location Change ☐ Name Change ☐ Ownership Change

Business Name (include DBA): All Done Handyman Service

If Name Change, list previous name: _____

Business Address: 451 Rose Ave

Suite/Apt. No.: _____

City: Price

State: UTah

Zip Code: 84501

Business Telephone:
(970) 250-4971

Business E-mail:
Biggruff@hotmail.com

Business Fax:

Mailing Address (if different): _____

City: _____

State: _____

Zip Code: _____

Property Owner's Name: Chris Sheley

Property Owner's Telephone: (_____) _____

Type of Organization: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ LLC
 (Include copy of name registration with the State of Utah)

Type of Business: ☐ Commercial ☒ Home Occupation ☐ Reciprocal

Nature of Business: ☐ Manufacturing ☐ Retail ☐ Wholesale ☒ Services ☐ Other

Opening Date: 7-10-20 **Business Hours:** From 7:00 AM To 7:00 PM MO TU TH FR SA (please circle)

Detailed Description of Business:

Residential Repair Services

Commercial Square Feet:
NA

No. of Arcade Games, Pool Tables, Etc.: _____

No. of Vending Machines: _____

No. of Mobile Home Spaces: _____

No. of Rental Units: _____

No. of RV Spaces: _____

No. of Motel Rooms: _____

No. of Beds: _____

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

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

State License No. (Include copy): _____

State License Type: _____

THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. **Check all that apply.**

☐ Alcoholic Beverages ☐ Eating Establishment ☐ Amusement Center ☐ Taxi Cab
☐ Pawnbroker ☐ Sexually Oriented Business

Price City Police Department Travel Request and Authorization

Date: July 13, 2020

Employee: Shawn Sackett and Isaiah Palmer

Purpose of Travel: Desert Snow Criminal and Terrorist Interdiction Workshop

Agency Sponsoring Activity: Homeland Security Investigations

Destination: Casper, Wyoming

Dates employee will be involved in training (include travel time): July 27-31, 2020

Expenses will be reimbursed to the City by: CMDTF

Other: _____

Method of Travel:

City Vehicle (gas) \$ 0.00

Personal Vehicle (gas)

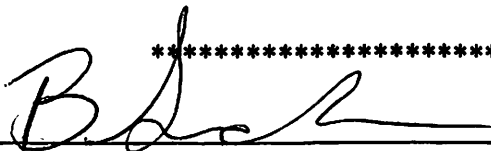
_____ miles x _____ cents per mile = \$ 0.00

Meals: 4 days at \$34.00 AND 1 day at \$14.00 x 2 = \$ 300.00

Lodging: 4 nights @ \$105.15 per night x 2 = \$841.26

Registration Fees: \$599.00 x 2 = \$1,198.00

Total (estimate): \$ 2,339.26

Submitted by:  Date: 7/15/20

Submitted to City Council for Approval on: _____

Desert Snow Criminal and Terrorist Interdiction Workshop

July 28-30, 2020

Casper Police Department – Casper Wyoming

MEALS

Shawn Sackett

Monday: Lunch - \$14, Dinner - \$20 = \$34
Tuesday: Lunch - \$14, Dinner - \$20 = \$34
Wednesday: Lunch - \$14, Dinner - \$20 = \$34
Thursday: Lunch - \$14, Dinner - \$20 = \$34
Friday: Lunch - \$14 = \$14

MEALS - \$150.00

TOTAL PER DIEM

\$150.00

MEALS

Isaiah Palmer:

Monday: Lunch - \$14, Dinner - \$20 = \$34
Tuesday: Lunch - \$14, Dinner - \$20 = \$34
Wednesday: Lunch - \$14, Dinner - \$20 = \$34
Thursday: Lunch - \$14, Dinner - \$20 = \$34
Friday: Lunch - \$14 = \$14

MEALS - \$150.00

TOTAL PER DIEM

\$150.00

TOTAL PER DIEM

\$300.00

"I've been to several interdiction classes and this, by far, blew those out of the water"

- Workshop Attendee



Attend The Nation's Most Advanced & Comprehensive 3 Day Hands-on Criminal Interdiction Workshop

Narcotics * Terrorism * Illicit Currency * Explosives * Weapons * Opioids

Location:

Casper, Wyoming

Dates:

July 28th-30th, 2020

(0800 to 1700) Doors open at 0730

Only \$599 Per Student

To Register:

visit www.DesertSnow.com

or call 405-293-9800

Host:

Homeland Security Investigations

POST Approved

Training Address:

Casper Police Department Training Room

441 Landmark

Casper, WY 82609

Classroom (16 hrs):

- Current Threats Facing Our Communities
- An "All Crimes" Approach To Criminal Interdiction
- Combating The Current Opioid Epidemic
- How To Conduct A Legal & Systematic Traffic Stop
- The Mindset Of A Contraband Smuggler
- Steps Taken By Criminals To Avoid Detection
- Recognizing Indicators Of Criminal Activity
- Pertinent Case Law Relating To Criminal Interdiction
- How Defense Attorneys Beat Criminal Cases In Court
- Developing Roadside Conversational Skills
- Spotting Deceptive Behavior
- How and When To Ask For Consent To Search
- Officer Safety Issues Pertaining To Interdiction
- Identifying Common Vehicle Concealments
- Numerous Electronic Compartment Videos
- Appropriate Asset Forfeiture Practices
- Post Arrest Considerations
- Current & Effective Interdiction Resources
- Numerous Recent Interdiction Traffic Stop Videos
- Review Of Numerous Recent Concealment Videos

Workshop (8 hrs):

- Hands-On Searching Of Actual Vehicles
 - Car / Pickup / SUV / Van
- Exposure To Simulated IED's
- Electronic Compartments Up Close & Personal
- Exposure To A Variety Of Simulated Contrabands
- Exposure To A Number Of Different Concealments
 - Tires
 - Engine Manifolds
 - Drivelines
 - False Batteries
 - Fuel Tanks & More



Invoice

Relentless LLC dba Desert Snow

PO Box 1466
Libby, MT 59923
405-293-9800
46-5621875

Date	Invoice #
7/10/2020	9051

Bill To

Price City PD/Carbon Metro DTF
Price, Utah 00000
(435)637-8477
karenb@priceutah.net

P.O. No.

Terms

Project

Quantity	Description	Rate	Amount
2	Criminal and Terrorist Interdiction Workshop - Casper, Wyoming - Jul 28, 2020 to Jul 30, 2020 (3 days) Casper Police Department Training Room 441 Landmark Casper, WY 82609 Shawn Sackett Isaiah Palmer	599.00	1,198.00
We accept credit cards by phone 405-293-9800			
Total			\$1,198.00

Phone	E-mail
406-293-6968 or 405-315-6068	conniedavid@desertsnow.com



Karen Basso <karenb@priceutah.net>

Your Reservation at the Comfort Inn Evansville-Casper in EVANSVILLE is Confirmed.

2 messages

Choice Hotels <info@your.choicehotels.com>
Reply-To: do-not-reply@your.choicehotels.com
To: KAREN@priceutah.net

Mon, Jul 13, 2020 at 8:49 PM

[Open this message to review your booking details.](#)[View In Web](#)

Earn rewards for your stay.
[Join Choice Privileges Rewards®](#)

[Find information on our expanded cancellation policy related to COVID-19 here >](#)

[Learn about enhanced cleanliness protocols at Choice-branded hotels in this video](#)

> *Breakfast included*



Comfort Inn Evansville-Casper

269 Miracle Road, EVANSVILLE, WY, 82636, US

+1 (307) 237-8100

[Review Hotel Details](#)

Shawn, your reservation is confirmed.

Confirmation Number: 59198200

Check-in:

27Mon, Jul 27, 2020
3:00 PM

Check-out:

31Fri, Jul 31, 2020
11:00 AM [Print](#) [Add to Calendar](#)**This stay qualifies for YOUR EXTRAS***

As a Choice Privileges® member, you get more from your midweek stays. Choose from

Amazon or Uber credits, coffee cards, points and more. [Learn more](#)[View Reservation Details >](#)[Book Another Reservation >](#)

Summary of Charges

Room Type:	1 King Bed, No Smoking
Number of Rooms:	1
Number of Occupants:	1
Daily Rates:	Jul 27, 2020 for 3 nights at \$94.35 (per night) Jul 30, 2020 for 1 night at \$102.85
Estimated Tax and Other Charges:	\$34.73
Estimated Total:	\$420.63 (US Dollar)

Cancellation Policy: If you need to change or cancel this reservation, you may do so up until Mon, Jul 27, 2020 before 4:00 PM hotel time. The reservation cannot be cancelled through email.

Standard Guarantee Policy: Your room will be held until 7:00 AM the morning following your scheduled arrival date. If you do not arrive and do not cancel your reservation by the cancellation deadline, your credit card will be charged 1 night's stay plus tax. Reservations may be changed or cancelled, without a charge.

Have your plans changed?

Your reservation may be changed or cancelled, without charge, via one of the following methods:

- From the View Reservation Details page
- If you are in the US, please call **800-424-6423** and give them your confirmation number. If you are outside of the US, please find the international reservation number for your region on our support page.
- By calling the hotel directly at **+1 (307)-237-8100**

Confirmation Number: 59198200

[MODIFY YOUR RESERVATION >](#)

ENHANCE YOUR STAY



Karen Basso <karenb@priceutah.net>

Your Reservation at the Comfort Inn Evansville-Casper in EVANSVILLE is Confirmed.

1 message

Choice Hotels <info@your.choicehotels.com>
Reply-To: do-not-reply@your.choicehotels.com
To: KAREN@priceutah.net

Mon, Jul 13, 2020 at 8:49 PM

[Open this message to review your booking details.](#)[View In Web](#)

Earn rewards for your stay.

[Join Choice Privileges Rewards®](#)[Find information on our expanded cancellation policy related to COVID-19 here >](#)[Learn about enhanced cleanliness protocols at Choice-branded hotels in this video](#)

>

Breakfast included

Comfort Inn Evansville-Casper

269 Miracle Road, EVANSVILLE, WY, 82636 US

+1 (307) 237-8100

[Review Hotel Details](#)

Shawn, your reservation is confirmed.

Confirmation Number: 59198200

Check-in:

27Mon, Jul 27, 2020
3:00 PM

Check-out:

31Fri, Jul 31, 2020
11:00 AM [Print](#) [Add to Calendar](#)**This stay qualifies for YOU**EXTRAS*****

As a Choice Privileges® member, you get more from your midweek stays. Choose from

Price
Utah

PRICE MUNICIPAL CORPORATION
185 EAST MAIN
P.O. BOX 893
PRICE UT 84501
Phone: 637-5010
Fax:

Purchase Order # 47356

To:

3842
DESERT SNOW
P.O. BOX 1466
LIBBY MT 59923

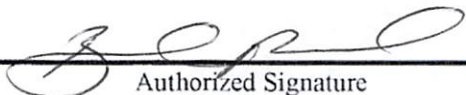
Ship to:

PRICE MUNICIPAL CORPORATION
185 EAST MAIN
P.O. BOX 893
PRICE UT 84501

P. O. Date	Created By	Requested By	Department	Req Number	Terms
07/13/2020	KarenB		CMDTF	0	

Description	GL Act No.	Invoice No.	Total
DESERT SNOW CASPER, WY REGISTRATION	22-43-230		1,198.00

SHIPPING & HANDLING	0.00
TOTAL PO AMOUNT	1,198.00


Authorized Signature

ORDERS IN EXCESS OF \$500 MUST BE
APPROVED
BY FINANCIAL DIRECTOR



PRICE MUNICIPAL CORPORATION
185 EAST MAIN
P.O. BOX 893
PRICE UT 84501
Phone: 637-5010
Fax:

Purchase Order # 47355

To:

12593
SACKETT, SHAWN

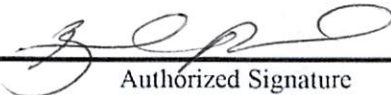
Ship to:

PRICE MUNICIPAL CORPORATION
185 EAST MAIN
P.O. BOX 893
PRICE UT 84501

P. O. Date	Created By	Requested By	Department	Req Number	Terms
07/13/2020	KarenB		CMDTF	0	

Description	GL Act No.	Invoice No.	Total
PER DIEM/JULY 27-31, DESERT SNOW	22-43-230		150.00

SHIPPING & HANDLING	0.00
TOTAL PO AMOUNT	150.00


Authorized Signature

ORDERS IN EXCESS OF \$500 MUST BE
APPROVED
BY FINANCIAL DIRECTOR



PRICE MUNICIPAL CORPORATION
185 EAST MAIN
P.O. BOX 893
PRICE UT 84501
Phone: 637-5010
Fax:

Purchase Order # 47354

To:

10883
PALMER, ISAIAH

Ship to:

PRICE MUNICIPAL CORPORATION
185 EAST MAIN
P.O. BOX 893
PRICE UT 84501

P. O. Date	Created By	Requested By	Department	Req Number	Terms
07/13/2020	KarenB		CMDTF	0	

Description	GL Act No.	Invoice No.	Total
PER DIEM/JULY 27-31, DESERT SNOW	22-43-230		150.00

SHIPPING & HANDLING 0.00

TOTAL PO AMOUNT 150.00


Authorized Signature

ORDERS IN EXCESS OF \$500 MUST BE
APPROVED
BY FINANCIAL DIRECTOR