

City of La Verkin

435 North Main St., La Verkin Utah, 84745

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

www.laverkin.org

La Verkin City Council Meeting **Amended** Agenda

Wednesday, September 2, 2020, 6:00 p.m.

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

A. Meeting Called to Order: Invocation and/or thought by Invitation; Pledge of Allegiance

B. Recognition:

1. Chris Smith

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

1. Declarations of conflict of interest
2. Agenda
3. Minutes: August 19, 2020 regular meeting
4. Review Checks and Invoices: \$208,448.25

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

E. Business:

1. Discussion and possible action to approve Proclamation No. 2020-03; a proclamation designating September 17-23, 2020 as Constitution Week.
2. Discussion and possible action to approve a Memorandum of Understanding between La Verkin City and Gail G. Earl.
3. Discussion and possible action to approve Ordinance No. 2020-04; an ordinance adopting provisions of the Utah Code, including the Utah Criminal Code, the Motor Vehicle Insurance Provisions, the Motor Vehicle Act, the Uniform Driver License Act, the Traffic Rules and Regulations, the Publicly Owned Motor Vehicle Provisions, the Driving by Minors Provisions, the Financial Responsibility of Motor Vehicle Owners and Operators Act, the Vintage Vehicle Provisions, the Off-Highway Vehicle Provisions, the Utah Code of Criminal Procedure, the Alcoholic Beverage Control Act, the Utah Controlled Substances Act, the Utah Drug Paraphernalia Act, and the Utah Imitation Controlled Substances Act.
4. Discussion and possible action regarding the Zion Regional Collaborative Coordinator position proposal.
5. Discussion and possible action on possible renaming of the new Power Plant Trailhead Park on 210 South.
6. Discussion and possible action to approve a JAG Grant application to the Utah Commission on Criminal and Juvenile Justice (CCJJ).

F. Mayor & Council Reports:

Mayor Hirschi:

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

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

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

Gubler: Public Safety, Recreation/City Festivals

Hardy: Southwest Mosquito Abatement, Historical Preservation

G. Adjourn:

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

Certificate of Posting

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

111 S. Main and 435 N. Main on **September 1, 2020.**

Christy Ballard, City Recorder

La Verkin City Invoice Register - 8/14/2020 to 8/27/2020 - All Invoices

8/27/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
RFD 1000400742.	*Williams, Debbie	47271	8/23/2020	8/23/2020	\$27.97 27.97	512330	Turn on Fee/Renter Deposit	Deposit Refund: 1000400742 - *Williams, Debbie
RFD 1000400078.	^Stewart, Daniel		8/15/2020	8/15/2020	\$134.61 134.61	512330	Turn on Fee/Renter Deposit	Deposit Refund: 1000400078 - ^Stewart, Daniel
321191	ACE HARDWARE		8/26/2020	9/10/2020	\$67.96 67.96	104253.270	Animal B&G OPERATIONS AN	Hose, cable ties
321610	ACE HARDWARE		8/14/2020	9/10/2020	\$199.98 2.00 24.00 36.00 2.00 2.00 91.98 2.00 12.00 2.00 24.00 2.00	104160.250 104240.250 104410.250 104410.745 104510.250 516340.250 516340.450 536310.250 536310.450 556350.250 556350.440	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Irrigation WATER MAIN REPAIR Drainage EQUIPMENT OPERA Drainage NEW SERVICES	Multitool 18T Ltrmn WVE
Vendor Total:					\$267.94			
PR081420-258	AFLAC		8/19/2020	8/19/2020	\$106.50 106.50	102224	Health Savings Account	AFLAC EE
15323 PO# 3675	BUSINESS SOLUTIONS GROUP		8/27/2020	9/15/2020	\$725.28 333.63 65.28 203.08 36.26 87.03	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	office supplies Office supplies Office supplies Office supplies Office supplies
756-0820	CenturyLink	47253	8/18/2020	8/25/2020	\$82.20 54.25 27.95	104210.290 104230.290	Police TELEPHONE Victims TELEPHONE	Phone Phone
949-0820	CenturyLink		8/27/2020	9/10/2020	\$53.45 53.45	104253.280	Animal UTILITIES	DSL @ Animal shelter
979-0820	CenturyLink	47253	8/17/2020	8/25/2020	\$73.05 73.05	536310.250	Irrigation EQUIPMENT OPERA	Filter Station
Vendor Total:					\$208.70			
080920	Citi Cards		8/25/2020	9/10/2020	\$16.01 16.01	104140.315	Admin COMPUTER EQUIPME	ZOOM
081320	Citi Cards		8/25/2020	9/10/2020	\$15.00 15.00	104140.315	Admin COMPUTER EQUIPME	Screencloud
2682-4471	Citi Cards		8/26/2020	9/10/2020	\$49.00 49.00	104140.315	Admin COMPUTER EQUIPME	LaVerkin city website hosting
Vendor Total:					\$80.01			
96928 PO# 3662	Colorland Sales And Service	47254	8/14/2020	8/25/2020	\$1,101.58 1,101.58	104510.250	Parks EQUIPMENT OPERATIN	City mower reapir
15878	Davis Air Tec	47255	8/18/2020	8/25/2020	\$211.11 211.11	104160.270	Bldg B&G OPERATION AND M	Replaced Capacitor on 111 N Main Air conditioner units

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080520	Davis Food & Drug #4/Farmers Market		8/26/2020	8/25/2020	\$15.00	104210.240	Police OFFICE EXPENSE, SUP	water
081120	Davis Food & Drug #4/Farmers Market		8/26/2020	8/25/2020	\$19.99	104210.240	Police OFFICE EXPENSE, SUP	Padlocks
081720	Davis Food & Drug #4/Farmers Market		8/24/2020	9/10/2020	\$2.13	516340.450	O&M SYSTEMS MAINTENANC	supplies
082520	Davis Food & Drug #4/Farmers Market		8/26/2020	9/15/2020	\$22.32	104210.240	Police OFFICE EXPENSE, SUP	water
08252020	Davis Food & Drug #4/Farmers Market		8/26/2020	9/10/2020	\$15.99	104253.270	Animal B&G OPERATIONS AN	AA batteries
	Vendor Total:				\$75.43			
69124132	DeLage Landen Financial Services	47257	8/14/2020	8/25/2020	\$302.60	104140.240	Admin OFFICE EXPENSE, SUP	
					106.17	104140.310	Admin ATTORNEY/IN HOUSE	
					111.14	516660.240	Admin OFFICE EXPENSE, SUP	
					54.90	516660.240	Irrigation OFFICE EXPENSE, S	
					10.13	556350.240	Drainage OFFICE EXPENSE, S	
					20.26			
930	Diamond C Asphalt		8/18/2020	9/16/2020	\$2,175.00	516340.450	O&M SYSTEMS MAINTENANC	Patching after water repair 195 w,380 w,275 w, 500 w, 300 w, 440 w, 261 s
					2,175.00			
3269-0820	Dominion Energy		8/24/2020	9/11/2020	\$21.30	104140.280	Admin UTILITIES	111 S Main Street
					10.65	104210.280	Police UTILITIES	111 S Main Street
9924-0820	Dominion Energy		8/24/2020	9/11/2020	\$7.16	104140.280	Admin UTILITIES	435 N Main street
	Vendor Total:				\$28.46			
1372	DRUMMOND, STEPHEN S		8/26/2020	8/25/2020	\$95.00	104253.610	Animal MISC SUPPLIES	Spay - sasha
474120200901	EMI Health	47274	8/24/2020	9/1/2020	\$1,765.80	101562	PEHP/AFLAC Insurance Clearin	Employee dental
081420	Health Equity	08142020	8/19/2020	8/19/2020	\$18.00	104140.130	Admin EMPLOYEE BENEFITS	
					4.50	104210.130	Police EMPLOYEE BENEFITS	
					4.50	104230.130	Victims EMPLOYEE BENEFITS	
					2.25	516660.130	Admin EMPLOYEE BENEFITS	
					6.75			
08142020	Health Equity	08142020	8/19/2020	8/14/2020	\$22.04	102224	Health Savings Account	correction on rates
					22.04			
PR081420-6099	Health Equity	08142020	8/19/2020	8/19/2020	\$2,351.96	102224	Health Savings Account	PEHP Health Equity
	Vendor Total:				\$2,392.00			
11-502	HURRICANE CITY WATER DEPT		8/25/2020	9/10/2020	\$2,871.71	516660.410	Admin PRODUCT OR SERVIC	Power for Ash Creek Aug. 2020 @9%
					263.25			chlorine and cylinder rental
					520.00	516660.410	Admin PRODUCT OR SERVIC	Nickerson-Submersible pump for
					2,088.46	516660.410	Admin PRODUCT OR SERVIC	Ash Creek

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2696	Keep It Green	47260	8/17/2020	8/25/2020	\$578.00 418.00	104510.250 104510.250	Parks EQUIPMENT OPERATIN Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetery Monthly weed and fertilizer for parks and cemetery
PR081420-147	LEGAL SHIELD		8/19/2020	8/19/2020	\$54.83		Misc Payable	LegalShield
EA947703	Les Olson		8/24/2020	9/10/2020	\$320.43 100.19 113.79 75.39 11.02 20.04	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	
1556	My Fleet Center,		8/24/2020	9/10/2020	\$174.19 1.74 20.90 31.37 1.74 1.74 80.13 1.74 10.45 1.74 20.90 1.74	104160.250 104240.250 104410.250 104410.745 104510.250 516340.250 516340.450 536310.250 536310.450 556350.250 556350.440	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Irrigation WATER MAIN REPAIR Drainage EQUIPMENT OPERA Drainage NEW SERVICES	Oil change- Kyle's truck
27115	My Fleet Center,		8/26/2020	8/30/2020	\$68.30	104210.450	Police VEHICLE MAINTANCE	Oil change- 2014 Ram- Nick
626830	NAPA AUTO PARTS		8/26/2020	9/1/2020	\$15.64		Police VEHICLE MAINTANCE	Oil
629444	NAPA AUTO PARTS		8/24/2020	9/10/2020	\$60.23 0.60 7.23 10.85 0.60 0.60 27.71 0.60 3.61 0.60 7.23 0.60	104160.250 104240.250 104410.250 104410.745 104510.250 516340.250 516340.450 536310.250 536310.450 556350.250 556350.440	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Irrigation WATER MAIN REPAIR Drainage EQUIPMENT OPERA Drainage NEW SERVICES	92 Ford- trans fluid and supplies
629668	NAPA AUTO PARTS		8/24/2020	9/10/2020	\$229.26 2.29 27.51 41.28	104160.250 104240.250 104410.250	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI	1992 Ford- brake shoes, brake drums
					2.29 2.29 105.46 2.29	104410.745 104510.250 516340.250 516340.450	Streets STREET IMPROVEME Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC	

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629671	NAPA AUTO PARTS		8/24/2020	9/10/2020	\$13.63	536310.250	Irrigation EQUIPMENT OPERA	
					0.14	104160.250	Irrigation WATER MAIN REPAIR	
					2.29	536310.450	Drainage EQUIPMENT OPERA	
					27.51	556350.250	Drainage NEW SERVICES	
					2.29	556350.440		
					\$13.63			
					0.14	104160.250	Bldg EQUIPMENT OPERATING	
					1.64	104240.250	Inspect EQUIPMENT OPERATI	92 Ford- brake wheel cylinder
					2.42	104410.250	Streets EQUIPMENT OPERATI	
					0.14	104410.745	Streets STREET IMPROVEME	
					0.14	104510.250	Parks EQUIPMENT OPERATI	
					6.27	516340.250	O&M EQUIPMENT OPERATI	
					0.14	516340.450	O&M SYSTEMS MAINTENANC	
					0.82	536310.250	Irrigation EQUIPMENT OPERA	
					0.14	536310.450	Irrigation WATER MAIN REPAIR	
					1.64	556350.250	Drainage EQUIPMENT OPERA	
					0.14	556350.440	Drainage NEW SERVICES	
					\$318.76			
144921	Opticare of Utah	47277	8/19/2020	9/1/2020	\$264.92	101562	PEHP/AFLAC Insurance Clearin	Employee eye insurance
082020	PEHP		8/24/2020	9/5/2020	\$23,459.44	101562	PEHP/AFLAC Insurance Clearin	Employee health insurance
08142020	REEVE, ASHLEY	47265	8/17/2020	8/14/2020	\$500.00	104620.610	Comm COMMUNITY DEVELOP	LaVerkin City Scholarship
60449	ROADRUNNER MUFFLER & AUTO		8/26/2020	9/10/2020	\$18.00	104210.450	Police VEHICLE MAINTANCE	Tire repair
0017-0820	ROCKY MOUNTAIN POWER	47278	8/18/2020	9/1/2020	\$4,573.51	104140.280	Admin UTILITIES	435 N Main, 1/2 111 S Main
					1,217.72	104210.280	Police UTILITIES	1/2 111 S Main
					338.01	104410.280	Streets UTILITIES	Street lights
					2,370.79	104510.280	Parks UTILITIES	Parks
					148.52	516660.280	Admin UTILITIES	pump station
					476.70	536310.250	Irrigation EQUIPMENT OPERA	Filter station
					21.77			
0024-0820	ROCKY MOUNTAIN POWER	47278	8/17/2020	9/1/2020	\$42.47	104510.280	Parks UTILITIES	Power Plant trailhead park
0046-0820	ROCKY MOUNTAIN POWER	47278	8/17/2020	9/1/2020	\$197.35	104253.280	Animal UTILITIES	Animal shelter
					197.35			
					\$4,813.33			
6496522	SCHOLZEN PRODUCTS CO INC		8/14/2020	9/10/2020	\$66.00	516340.440	O&M NEW SERVICES	Meter gaskets
6496792	SCHOLZEN PRODUCTS CO INC		8/14/2020	9/10/2020	\$196.83	104510.250	Parks EQUIPMENT OPERATI	Park repair supplies
6497069	SCHOLZEN PRODUCTS CO INC		8/14/2020	9/10/2020	\$301.25	516340.440	O&M NEW SERVICES	1" Allegro meter
6497827	SCHOLZEN PRODUCTS CO INC		8/18/2020	9/10/2020	\$26.27	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6498176	SCHOLZEN PRODUCTS CO INC		8/18/2020	9/10/2020	\$121.44	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6498543	SCHOLZEN PRODUCTS CO INC		8/19/2020	9/10/2020	\$23.74	536310.450	Irrigation WATER MAIN REPAIR	Repair on Irrigation
					23.74			

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6498979	SCHOLZEN PRODUCTS CO INC		8/24/2020	9/10/2020	\$59.25	516340.450	O&M SYSTEMS MAINTENANC	Galv Aircord
6498982	SCHOLZEN PRODUCTS CO INC		8/24/2020	9/10/2020	\$148.69	516340.450	O&M SYSTEMS MAINTENANC	Wheeler rex 3/4 poly pipe attachment
6499117	SCHOLZEN PRODUCTS CO INC		8/24/2020	9/10/2020	\$169.23	104510.250	Parks EQUIPMENT OPERATIN	sprinkler parts
6499230	SCHOLZEN PRODUCTS CO INC		8/24/2020	9/10/2020	\$285.34	516340.450	O&M SYSTEMS MAINTENANC	Meter barrell, setter, iron joint
6499616	SCHOLZEN PRODUCTS CO INC		8/24/2020	9/10/2020	\$299.91	516340.450	O&M SYSTEMS MAINTENANC	corp stop. insert, 3/4 water service 300' coil
6499649	SCHOLZEN PRODUCTS CO INC		8/24/2020	9/10/2020	\$76.00	516340.450	O&M SYSTEMS MAINTENANC	Corp stop wrenches
6500479	SCHOLZEN PRODUCTS CO INC		8/26/2020	9/15/2020	\$242.58	516340.450	O&M SYSTEMS MAINTENANC	Water meter barrell, resetter
7312664715	Vendor Total: STAPLES		8/26/2020	9/15/2020	\$15.81			
					7.11	104140.240	Admin OFFICE EXPENSE, SUP	
					1.90	104140.310	Admin ATTORNEY/IN HOUSE	
					4.11	516660.240	Admin OFFICE EXPENSE, SUP	
					0.90	536310.240	Irrigation OFFICE EXPENSE, S	
					1.79	556350.240	Drainage OFFICE EXPENSE, S	
111783	SUNRISE ENGINEERING INC		8/27/2020	9/10/2020	\$3,859.75			
					320.25	104240.460	Inspect ENGINEER	Chaco Ridge Development
					24.75	104240.460	Inspect ENGINEER	Cottonwood Hollow Phase 3
					24.75	104240.460	Inspect ENGINEER	Terrana Subdivision
					1,729.50	104240.460	Inspect ENGINEER	LaVerkin misc-Review Bridge Recovery Center
					1,760.50	516340.440	O&M NEW SERVICES	Overlook Subdivision Slope Stability
117470	THE DESERT VET ANIMAL HOSPITAL		8/26/2020	8/25/2020	\$181.49			
					181.49	104253.610	Animal MISC SUPPLIES	Max- Neuter, Monty- Neuter, E collar
118610	THE DESERT VET ANIMAL HOSPITAL		8/26/2020	9/10/2020	\$200.00			
					200.00	104253.610	Animal MISC SUPPLIES	Neuter- Odin, Neuter- Oscar
3520496103	Vendor Total: UniFirst Corporation		8/24/2020	9/10/2020	\$45.09			
					0.45	104160.250	Bldg EQUIPMENT OPERATING	
					5.41	104240.250	Inspect EQUIPMENT OPERATI	
					8.12	104410.250	Streets EQUIPMENT OPERATI	
					0.45	104410.745	Streets STREET IMPROVEME	
					0.45	104510.250	Parks EQUIPMENT OPERATIN	
					20.74	516340.250	O&M EQUIPMENT OPERATIN	
					0.45	516340.450	O&M SYSTEMS MAINTENANC	
					2.71	536310.250	Irrigation EQUIPMENT OPERA	
					0.45	536310.450	Irrigation WATER MAIN REPAIR	
					5.41	556350.250	Drainage EQUIPMENT OPERA	
					0.45	556350.440	Drainage NEW SERVICES	

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3520496584	UniFirst Corporation		8/27/2020	9/15/2020	\$45.09	104160.250	Bldg EQUIPMENT OPERATING	
					0.45	104240.250	Inspect EQUIPMENT OPERATI	
					5.41	104410.250	Streets EQUIPMENT OPERATI	
					8.12	104410.250	Streets STREET IMPROVEME	
					0.45	104410.745	Parks EQUIPMENT OPERATI	
					20.74	104510.250	O&M EQUIPMENT OPERATI	
					0.45	516340.250	O&M SYSTEMS MAINTENANC	
					0.45	516340.450	Irrigation EQUIPMENT OPERA	
					2.71	536310.250	Irrigation WATER MAIN REPAIR	
					0.45	536310.450	Drainage EQUIPMENT OPERA	
					5.41	556350.250	Drainage NEW SERVICES	
					0.45	556350.440		
	Vendor Total:				\$90.18			
25119	Utah Barricade Company		8/26/2020	9/15/2020	\$157.60	104210.240	Police OFFICE EXPENSE, SUP	2 stop signs, 6 mesh vests
1585049	UTAH LOCAL GOVERNMENT TRUST		8/14/2020	9/10/2020	\$1,342.30	101563	ULGT Life Insurance Clearing	Employee insurance
1585050	UTAH LOCAL GOVERNMENT TRUST		8/14/2020	9/10/2020	\$1,059.80	101564	Workers Comp Clearing	Worker's comp
	Vendor Total:				\$2,402.10			
PR081420-501	UTAH RETIREMENT SYSTEMS	08192020	8/19/2020	8/19/2020	\$9,047.87	102223	Retirement Payable	401k
					969.80	102223	Retirement Payable	Retirement
PR081420-449	Utah State Tax Commission	47282	8/19/2020	8/19/2020	\$1,996.93	102222	State Withholding	State Income Tax
					1,996.93			
98607222225	VERIZON WIRELESS		8/24/2020	9/5/2020	\$831.57	104140.290	Admin TELEPHONE/COMMUNI	
					100.44	104210.290	Police TELEPHONE	
					275.82	104230.290	Victims TELEPHONE	
					45.22	104253.250	Animal EQUIPMENT OPERATI	
					40.01	516660.290	Admin TELEPHONE & COMMU	
					270.08	536310.290	Irrigation TELEPHONE & COM	
					50.00	556350.290	Drainage TELEPHONE & COM	
					50.00			
2020	ZIONS BANK	999999	8/14/2020	6/30/2020	\$130,412.01	301580	Zions Bank Clearing account	Pass Thru
					130,412.01			
08102020	ZIONS BANK- TRUST OPERATIONS	47284	8/17/2020	9/1/2020	\$3,150.00	301580	Zions Bank Clearing account	Reserve requirement for 2017 Bond
					3,150.00			
081420	ZIONS FIRST NATIONAL BANK CC		8/18/2020	8/25/2020	\$130.00	104240.220	Inspect BOOKS & MEMBERSHI	IAEI seminar- John, Derek
08142020	ZIONS FIRST NATIONAL BANK CC		8/26/2020	9/10/2020	\$4.60	104210.240	Police OFFICE EXPENSE, SUP	First class mailing package
					4.60			
081720	ZIONS FIRST NATIONAL BANK CC		8/26/2020	9/10/2020	\$33.00	104230.240	Victims OFFICE EXPENSE, SU	Business cards
					33.00			
082020	ZIONS FIRST NATIONAL BANK CC		8/24/2020	9/10/2020	\$299.99	104160.250	Bldg EQUIPMENT OPERATING	Office chair
					299.99			
268069	ZIONS FIRST NATIONAL BANK CC		8/26/2020	9/10/2020	\$703.96	104210.610	Police MISC SUPPLIES	Digital patrol LED-2, Law enforcement tail light-2
					703.96			

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8/27/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
9393	ZIONS FIRST NATIONAL BANK CC		8/26/2020	9/10/2020	\$127.20	104253.250	Animal EQUIPMENT OPERATI	Dog tags 2021
	Vendor Total:				\$1,298.75			
PR081420-234	ZIONS FIRST NATIONAL BANK.	08192020	8/19/2020	8/19/2020	\$9,647.76		FICA & FWT Withholding	Social Security Tax
					5,512.22	102221	FICA & FWT Withholding	Medicare Tax
					1,289.12	102221	FICA & FWT Withholding	Federal Income Tax
					2,846.42	102221		
					\$208,448.25			
							GL Account Summary	
					25,490.16	101562	PEHP/AFLAC Insurance Clearin	
					1,342.30	101563	ULGT Life Insurance Clearing	
					1,059.80	101564	Workers Comp Clearing	
					9,647.76	102221	FICA & FWT Withholding	
					1,996.93	102222	State Withholding	
					9,047.87	102223	Retirement Payable	
					2,480.50	102224	Health Savings Account	
					54.83	102225	Misc Payable	
					4.50	104140.130	Admin EMPLOYEE BENEFITS	
					547.10	104140.240	Admin OFFICE EXPENSE, SUP	
					1,235.53	104140.280	Admin UTILITIES	
					100.44	104140.290	Admin TELEPHONE/COMMUNI	
					292.11	104140.310	Admin ATTORNEY/IN HOUSE	
					80.01	104140.315	Admin COMPUTER EQUIPME	
					307.66	104160.250	Bldg EQUIPMENT OPERATING	
					211.11	104160.270	Bldg B&G OPERATION AND M	
					4.50	104210.130	Police EMPLOYEE BENEFITS	
					219.51	104210.240	Police OFFICE EXPENSE, SUP	
					348.66	104210.280	Police UTILITIES	
					330.07	104210.290	Police TELEPHONE	
					101.94	104210.450	Police VEHICLE MAINTANCE	
					703.96	104210.610	Police MISC SUPPLIES	
					2.25	104230.130	Victims EMPLOYEE BENEFITS	
					33.00	104230.240	Victims OFFICE EXPENSE, SU	
					73.17	104230.290	Victims TELEPHONE	
					130.00	104240.220	Inspect BOOKS & MEMBERSHI	
					92.10	104240.250	Inspect EQUIPMENT OPERATI	
					2,099.25	104240.460	Inspect ENGINEER	
					167.21	104253.250	Animal EQUIPMENT OPERATI	
					83.95	104253.270	Animal B&G OPERATIONS AN	
					250.80	104253.280	Animal UTILITIES	
					476.49	104253.610	Animal MISC SUPPLIES	
					138.16	104410.250	Streets EQUIPMENT OPERATI	
					2,370.79	104410.280	Streets UTILITIES	
					7.67	104410.745	Streets STREET IMPROVEME	
					1,893.31	104510.250	Parks EQUIPMENT OPERATI	
					190.99	104510.280	Parks UTILITIES	
					160.00	104510.410	Parks CEMETARY IMPROVEM	
					500.00	104620.610	Comm COMMUNITY DEVELOP	
					64,276.39		Total	
					133,562.01	301580	Zions Bank Clearing account	
					162.58	512330	Turn on Fee/Renter Deposit	
					353.03	516340.250	O&M EQUIPMENT OPERATI	
					2,127.75	516340.440	O&M NEW SERVICES	

La Verkin City
Invoice Register - 8/14/2020 to 8/27/2020 - All Invoices

8/27/2020

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Input Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
					3,444.28	516340.450	O&M SYSTEMS MAINTENANC	
					6.75	516660.130	Admin EMPLOYEE BENEFITS	
					337.48	516660.240	Admin OFFICE EXPENSE, SUP	
					476.70	516660.280	Admin UTILITIES	
					270.08	516660.290	Admin TELEPHONE & COMMU	
					2,871.71	516660.410	Admin PRODUCT OR SERVIC	
					10,050.36		Total	
					58.31	536310.240	Irrigation OFFICE EXPENSE, S	
					140.88	536310.250	Irrigation EQUIPMENT OPERA	
					50.00	536310.290	Irrigation TELEPHONE & COM	
					31.41	536310.450	Irrigation WATER MAIN REPAIR	
					280.60		Total	
					129.12	556350.240	Drainage OFFICE EXPENSE, S	
					92.10	556350.250	Drainage EQUIPMENT OPERA	
					50.00	556350.290	Drainage TELEPHONE & COM	
					7.67	556350.440	Drainage NEW SERVICES	
					278.89		Total	
					\$208,448.25		GL Account Summary Total	

DRAFT

DRAFT

PROCLAMATION NO. 2020-____

PROCLAMATION OF THE MAYOR OF THE CITY OF LaVERKIN

WHEREAS, on September 17, 1787, the delegates to the Constitutional Convention met for the last time to sign the document they had created, *i.e.*, the *Constitution of the United States of America* ("the Constitution"); and

WHEREAS, September 17, 2019, marks the two hundred and thirty-second anniversary of the framing of the Constitution by the Constitutional Convention; and

WHEREAS, the Constitution—the guardian of our liberties—embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, it is fitting and proper, and a privilege, to accord official recognition (a) to this magnificent historic yet living document and its memorable anniversary, and (b) to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 105-225 (105th Congress) guarantees the issuance of a proclamation each year by the President of the United States of America, designating September 17 through 23 as Constitution Week; and

WHEREAS, the Mayor and City Council of LaVerkin City deem it to be a laudable and important public interest, and in the best interest of, the City and its residents and businesses, for the City to encourage and promote increased understanding, honor, and respect of and for the Constitution and the principles and values that it embodies.

NOW THEREFORE BE IT RESOLVED AND KNOWN that I, **RICHARD M. HIRSCHI**, Mayor of the City of LaVerkin, Utah, and with the support of the LaVerkin City Council, **DO HEREBY --**

- **SET ASIDE, DESIGNATE AND PROCLAIM** the week of 17-23 September 2020 as "CONSTITUTION WEEK" in the City of LaVerkin, Utah, and
- Encourage the observance thereof by the City and its residents and businesses; and
- Urge all citizens:
 - to take the opportunity to review, (re)acquaint themselves with, and study the Constitution; and
 - to reflect upon the privilege of being Americans, with the all the rights and responsibilities pertaining to citizenship or residence in this fine nation; and
 - to reaffirm the ideals of the Framers embodied in the Constitution; and
 - to vigilantly act to promote and protect the freedoms guaranteed by the Constitution; and
 - to support and attend any events, activities, parades, or observances that may be held in this area in commemoration of the Constitution and its adoption.

DATED this ____ day of September, 2020.

RICHARD M. HIRSCHI, Mayor

ATTEST:

CHRISTY BALLARD, City Recorder

MEMORANDUM OF UNDERSTANDING

This *Memorandum of Understanding* ("MOU") is made effective and entered into on this _____ day of _____, 2020, between the **City of LaVerkin, Utah** ("the City") and **Gail G. Earl ("Ms. Earl")**, of LaVerkin, Utah, owner in fee or as surviving trustee of the Boyd J. Earl and Gail G. Earl Family Trust ("Family Trust"), dated May 29, 1999, owner(s) of the real property benefitting from the improvements project ("Improvements Project") covered by this MOU, and situated at 50 South 100 East, LaVerkin, Washington County, State of Utah ("the Earl Property"). The City and Ms. Earl are collectively referred to as the Parties hereto.

~

WHEREAS, on or about the year 2000, the City completed a road improvement project ("the Road Project") on Valley View Drive (100 East) ("100 East"), in LaVerkin, Utah; and

WHEREAS, as a part of the Road Project, 100 East was paved and the road elevations were adjusted along the segment fronting on and adjacent to the Earl Property, said to result in access challenges to the Property (via the driveway and/or walkway) and the accumulation of gravel on the Property (particularly on the north driveway); and

WHEREAS, in an effort to mitigate the impact of the Project on the Property and increase the safety and appearance thereof, the Parties have evaluated the Property and indicated an intent and desire to enter into a *Memorandum of Understanding* ("MOU") concerning actions that each of the Parties are willing to agree to take accomplish such mitigation efforts; and

WHEREAS, the Parties have reviewed this MOU and find it to be in each of their best interests that this MOU be adopted, and the actions set forth herein be taken as herein set forth.

~

NOW THEREFORE, in consideration of the foregoing recitals, the Parties agree as follows.

1. That the Improvements Project, as described herein and depicted in Construction Drawings, as shown in concept and attached hereto as **Attachment 1**, is appropriate and acceptable to the Parties, that the Earl family (as determined and expressed by Ms. Earl) likes and supports the Improvement Project as described and depicted; and that the Improvement Project may be designed and bid out in accordance with this MOU and the Construction Drawings.

Memorandum of Understanding (LVC-Earl)

2. That the Parties recognize that the improvements shown in concept in the Improvements Project are preliminary, and that the final improvements may differ slightly, depending on site design requirements.
3. That the driveway on the north side of the Property ("the North Driveway"), running west from 100 East, will be reconstructed and paved (with cement) by the City, at the City's expense, as per the specifications shown in the Construction Drawings, and include a decreased, gentler slope.
4. That a pedestrian stairway and accessway (and associated railing) from the roadway on 100 East, alongside the North Driveway, shall be constructed and installed by the City, at the City's expense, as shown in the Construction Drawings.
5. That an apron, the width of the existing driveway or path located along the south side of the Property ("the South Driveway"), running west from 100 East, will be asphalted by the City, at the City's expense, for twenty-five feet (25') west of 100 East.
6. That the City, at the City's expense, shall install a full high-back curb between the North Driveway and the South Driveway, along and adjacent to 100 East, running from a catch basin and associated storm grate to be situated and installed within one driveway and extending a catch basin and associated storm grate to be situated and installed within the other driveway, and draining to the City drain line located within the 100 East roadway to the east.
7. That, prior to the commencement of any of the improvements included in the Improvements Project, and in order to accommodate and facilitate the construction, maintenance, operation, access to, and use of the curb, catch basins, and storm grates, Ms. Earl, as Trustee and/or Owner of the Property, on behalf of herself and the Family Trust, shall grant and convey, in fee, all right, title, and interest in the Property, along its east perimeter, from one foot (1') inside (or west of) the curb to be installed to 100 East.
8. That Alpha Engineering (who worked on the Road Project back in 2000), in association with Sunrise Engineering, will be used to provide engineering services with regards to the Improvements Project, including but not limited to site engineering and such survey and legal documentation services as may be reasonable and prudent with regards to the property-interest conveyance identified in Section 7 above.

Memorandum of Understanding (LVC-Earl)

9. That there is no set, established, or anticipated time for the commencement and/or completion of the Improvements Project, which may be constructed and completed all at once or piecemeal (in phases).
10. That in considering the performance and completion of the Improvements Project, the City council may consider:
 - a. Performing and completing the Improvements Project at the time that the City's anticipated 100 South Project is being performed and completed, when necessary equipment, supplies, and materials are mobilized, accessible, and able to be effectively and efficiently used; and/or
 - b. Placing the Improvements Project on the Improvements List of the City.
11. That the Improvements Project, and its performance and completion, are subject to the availability of sufficient funding and manpower of the City, and the approval of the City Council.
12. That, upon completion of the improvements contemplated by this MOU, care and maintenance of such improvements shall be the responsibility of the Parties, according to their ownership of the property upon which the improvement(s) is/are situated; *provided that*, such care and maintenance of the property to be conveyed to the City (including the curb and drainage access/system) shall be commensurate with but not in preference to other public roadways and facilities owned and/or operated by the City).

DATED this ____ day of _____, 2020.

Earl Family / Earl Family Trust

City of LaVerkin

Gail G. Earl, Owner and Surviving
Trustee of the Boyd J. Earl and Gail G.
Earl Family Trust

Richard M. Hirschi, Mayor

Attachment 1

Construction Drawings

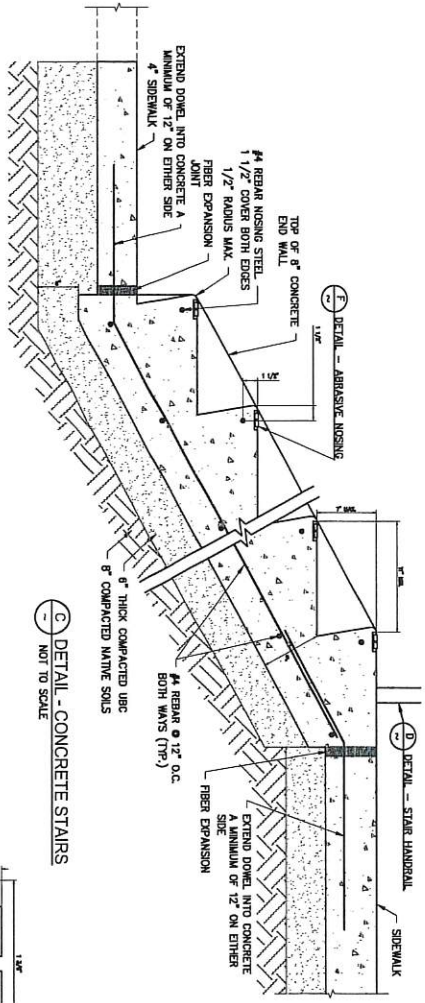
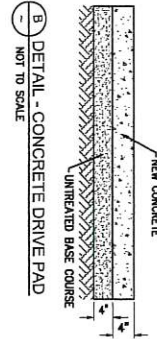
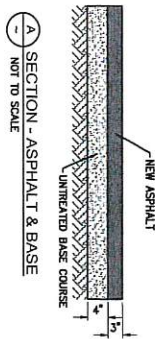


1. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH LAYERKIN CITY STANDARDS FOR PUBLIC WORKS CONSTRUCTION.

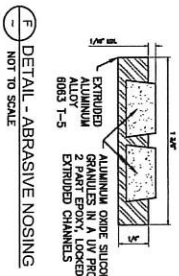
2. ALL WORK SHALL BE COMPLETED IN A NEAT, WORKMANLIKE MANNER.
3. CONTRACTOR SHALL PRESERVE ALL EXISTING UTILITIES IN PLACE. WHERE DAMAGE OCCURS, CONTRACTOR SHALL RESTORE IMPROVEMENTS TO THE PRE-DAMAGE CONDITION OR BETTER.

- 1 ASPHALT DRIVEWAY
- 2 CONCRETE DRIVEWAY
- 3 ASPHALT BERM
- 4 CONCRETE STAIRWAY
- 5 TRENCH DRAIN
- 6 12" STORM DRAIN PIPE



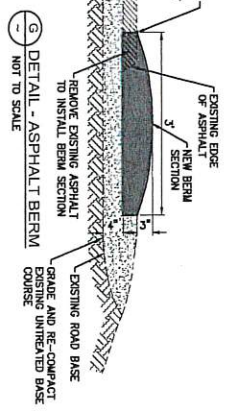
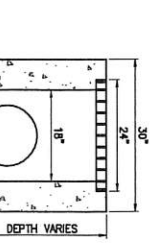
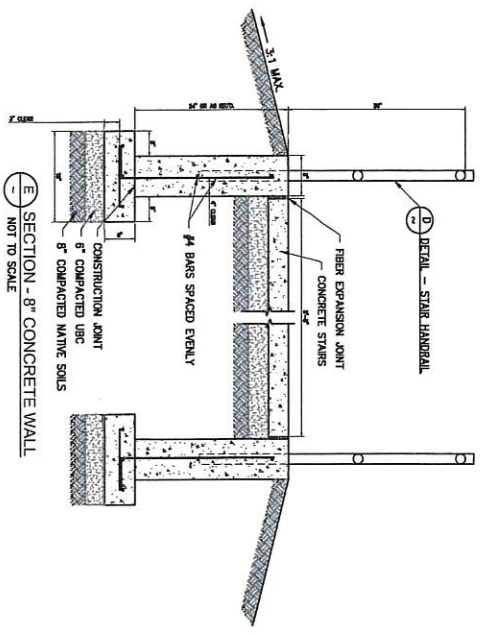
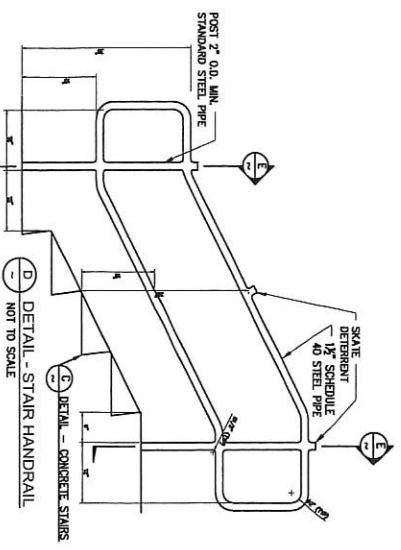


- CONCRETE STAIRS NOTES:**
- STAIRWAYS SHALL HAVE CONTINUOUS HANDRAILS ON BOTH SIDES OF STAIRS PER STAIR HANDRAIL DETAILS.
 - PROVIDE 1/2" MIN. RADIUS ON ALL EXPOSED CONCRETE EDGES.
 - STAIRS SHALL BE CONSTRUCTED SUCH THAT WATER WILL NOT ACCUMULATE ON WALKING SURFACES.
 - STAIRS SHALL NOT HAVE A VERTICAL RISE OF GREATER THAN 12 FEET BETWEEN LANDINGS.
 - STAIR TREADS AND RISERS SHALL BE OF UNIFORM SIZE AND SHAPE. THE TOLERANCE BETWEEN THE TREAD AND RISE SHALL NOT EXCEED 1/8" IN ANY DIRECTION. THE TREADS SHALL NOT EXCEED 0.015 INCH IN ANY DIRECTION OF STAIRS.
 - THE RADIUS OF CURVATURE AT THE LEADING EDGE OF THE TREAD SHALL NOT BE GREATER THAN 0.5 INCH.
 - RISERS SHALL BE VERTICAL OR SLOPED FROM THE UNDERSIDE OF THE LEADING EDGE OF THE TREAD ABOVE AT AN ANGLE NOT MORE THAN 30 DEGREES FROM THE VERTICAL.
 - THE LEADING EDGE (NOSING) OF TREADS SHALL PROJECT NOT MORE THAN 1.25 INCHES BEYOND THE TREAD BELOW AND ALL PROJECTIONS OF THE LEADING EDGES SHALL BE OF UNIFORM SIZE.
 - THE WALKING SURFACE OF TREADS SHALL NOT BE SLOPED STEEPER THAN ONE UNIT VERTICAL IN 48 UNITS HORIZONTAL (2-PERCENT SLOPE) IN ANY DIRECTION.



ABRASIVE NOSING NOTES:

- NOSING SHALL TERMINATE NO MORE THAN 3" FROM END OF STAIRS.
- 12"-O" MAXIMUM LENGTH.
- CONCRETE SURFACES SHALL BE DRILLED FOR A NO. 12 FASTENER SPACED 3" FROM EDGES AND APPROXIMATELY 12" TO 15" O.C.
- UL 1894 LISTED - COMBINED WIDTH OF TWO (2) LUMINOUS WHITE PIGMENT SHALL NOT BE LESS THAN 1".
- COLOR SHALL BE SELECTED BY OWNER.



- STAIR HANDRAIL NOTES:**
- ALL PIPE SHALL BE SCHEDULE 40 STEEL, POWER COATED BLACK AFTER FABRICATION.
 - WELDED JOINTS SHALL BE GROUND SMOOTH.
 - HANDRAIL SHALL BE POURED IN CONCRETE OR CORE DRILLED/SLEEVED AND GROUTED IN.
 - GRIPPING SURFACES SHALL BE UNINTERRUPTED BY MENEL, POSTS, OTHER CONSTRUCTION ELEMENTS, OR OBSTRUCTIONS.
 - TOP OF HANDRAIL GRIPPING SURFACE SHALL BE MOUNTED BETWEEN 34 AND 38 INCHES ABOVE STAIR NOSING.
 - HANDRAILS SHALL NOT ROTATE WITHIN THEIR FITTINGS.
 - HANDRAILS SHALL INCLUDE A SKATE DETENTMENT.

SHEET NO.		DATE	
11		11/15/2020	
11 NORTH 200 WEST WASHINGTON, UT 84085 801.438.2415 www.sunriseeng.com			
LAMARIN CITY BOYD EARL ACCESS IMPROVEMENTS CONSTRUCTION DRAWINGS DETAILS			
SE NO. DESIGNED CHECKED INSP. DATE	SHEET NO. 244 DATE	D1	

ORDINANCE NO. 2020-__

AN ORDINANCE ADOPTING PROVISIONS OF THE UTAH CODE, INCLUDING THE UTAH CRIMINAL CODE, THE MOTOR VEHICLE INSURANCE PROVISIONS, THE MOTOR VEHICLE ACT, THE UNIFORM DRIVER LICENSE ACT, THE TRAFFIC RULES AND REGULATIONS, THE PUBLICLY OWNED MOTOR VEHICLE PROVISIONS, THE DRIVING BY MINORS PROVISIONS, THE FINANCIAL RESPONSIBILITY OF MOTOR VEHICLE OWNERS AND OPERATORS ACT, THE VINTAGE VEHICLE PROVISIONS, THE OFF-HIGHWAY VEHICLE PROVISIONS, THE UTAH CODE OF CRIMINAL PROCEDURE, THE ALCOHOLIC BEVERAGE CONTROL ACT, THE UTAH CONTROLLED SUBSTANCES ACT, THE UTAH DRUG PARAPHERNALIA ACT, AND THE UTAH IMITATION CONTROLLED SUBSTANCES ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of LaVerkin City desires and deems it to be in the best interests of the City and its residents, business, and guests, to have its laws and procedures, particularly those incorporated by reference in prior years, to be and remain current and consistent with State law as to offenses and their elements, procedures associated with their investigation and prosecution, and penalties and fines pertaining to such offenses; and

WHEREAS, the City Council of LaVerkin City desires and deems it to be in the best interests of the City, and its residents, businesses, and guests, to adopt certain provisions of the *Utah Code*, including the *Utah Criminal Code*, the *Motor Vehicle Insurance provisions*, the *Motor Vehicle Act*, the *Uniform Driver License Act*, the *Traffic Rules and Regulations*, the *Publicly Owned Motor Vehicle provisions*, the *Driving by Minors provisions*, the *Financial Responsibility of Motor Vehicle Owners and Operators Act*, the *Vintage Vehicle provisions*, the *Off-Highway Vehicle provisions*, the *Utah Code of Criminal Procedure*, the *Alcoholic Beverage Control Act*, the *Utah Controlled Substances Act*, the *Utah Drug Paraphernalia Act*, and the *Utah Imitation Controlled Substances Act*; and

WHEREAS, in 2020, the Utah State Legislature made various amendments to such laws, and it is imperative that City law enforcement and prosecutorial personnel be aware and cognizant of, understand and apply, accurately cite or charge concerning, and otherwise act or proceed in accordance with the current and applicable law, procedure, and enforcement of the State of Utah, as enacted by the Utah State Legislature.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF LaVERKIN, UTAH:

SECTION I: Section 5-2-1 of the *LaVerkin City Code* is hereby amended to read as follows:

ORDINANCE NO. 2020-__

SECTION 5-2-1. ADOPTION OF STATE CODES AND PROVISIONS.

A. Codes or Provisions Adopted.

1. Criminal Code. Subject to the provisions of subsections B and C hereof, the *Utah Criminal Code*, as contained in Title 76 of *Utah Code Annotated* (1953, as amended in and through 2020), is hereby adopted and incorporated as a part of the *LaVerkin City Code* and incorporated as a part of the Ordinances of the City of LaVerkin; *provided that*—where a legislatively-adopted addition to, change in, or amendment to the *Utah Criminal Code* does not become effective until a date subsequent to the effective date of this Section—such addition, change or amendment shall not be effective hereunder until the effective date of such provision of the *Utah Criminal Code*.
2. Code of Criminal Procedure. Subject to the provisions of subsections B and C hereof, Title 77 of *Utah Code Annotated* (1953, as amended in and through 2020), titled the *Utah Code of Criminal Procedure*, and Sections 78A-6-1001 through 78A-6-1003 of *Utah Code Annotated* (1953, as amended in and through 2020) are hereby adopted and incorporated as part of the *LaVerkin City Code* and incorporated as part of the Ordinances of the City of LaVerkin; *provided that*—where a legislatively-adopted addition to, change in, or amendment to said title and/or sections does not become effective until a date subsequent to the effective date of this Section—such addition, change or amendment shall not be effective hereunder until the effective date of such legislative addition, change, and/or amendment.
3. Provisions of the Human Services Code. Subject to the provisions of subsections B and C hereof, Chapters 3, 4a, and 5b of Title 62A of *Utah Code Annotated* (1953, as amended in and through 2020), titled the *Human Services Code*, are hereby adopted and incorporated as a part of the *LaVerkin City Code* and incorporated as part of the Ordinances of the City of LaVerkin; *provided that*—where a legislatively-adopted addition to, change in, or amendment to said portion of the *Human Services Code* does not become effective until a date subsequent to the effective date of this Section—such addition, change or amendment shall not be effective hereunder until the effective date of such provision of the *Human Services Code*.
4. Provisions of the Health Code. Subject to the provisions of subsections B and C hereof, Chapter 8a of Title 26 of *Utah Code Annotated* (1953, as amended in and through 2020), titled the *Utah Emergency Medical Services System Act*, are hereby adopted and incorporated as a part of the *LaVerkin City Code* and incorporated as part of the Ordinances of the City of LaVerkin; *provided that*—where a legislatively-adopted addition to, change in, or amendment to the *Utah Emergency Medical Services System Act* does not become effective until a date subsequent to the effective date of this Section—such addition, change or amendment shall not be effective hereunder until the effective date of such provision of the *Utah Emergency Medical Services System Act*.

ORDINANCE NO. 2020-__

5. Public Education. Subject to the provisions of subsections B and C hereof, Part 5 of Chapter 3 of Title 53A of *Utah Code Annotated* (1953, as amended in and through 2020), relating to offenses committed on school property, is hereby adopted and incorporated as a part of the *LaVerkin City Code* and incorporated as part of the Ordinances of the City of LaVerkin; *provided that*—where a legislatively-adopted addition to, change in, or amendment to said portion of Title 53A does not become effective until a date subsequent to the effective date of this Section—such addition, change or amendment shall not be effective hereunder until the effective date of such provision of Title 53A.
6. Controlled Substances. Subject to the provisions of subsections B and C hereof, the *Utah Controlled Substances Act*, as contained in Chapter 37 of Title 58, *Utah Code Annotated* (1953, as amended in and through 2020), is hereby adopted and incorporated as a part of the *LaVerkin City Code* and incorporated as a part of the Ordinances of the City of LaVerkin; *provided that*—where a legislatively-adopted addition to, change in, or amendment to the *Utah Controlled Substances Act* does not become effective until a date subsequent to the effective date of this Section—such addition, change or amendment shall not be effective hereunder until the effective date of such provision of the *Utah Controlled Substances Act*.
7. Drug Paraphernalia. Subject to the provisions of subsections B and C hereof, the *Utah Drug Paraphernalia Act*, as contained in Chapter 37a of Title 58, *Utah Code Annotated* (1953, as amended in and through 2020), is hereby adopted and incorporated as a part of the *LaVerkin City Code* and incorporated as a part of the Ordinances of the City of LaVerkin; *provided that*—where a legislatively-adopted addition to, change in, or amendment to said portion of the *Utah Drug Paraphernalia Act* does not become effective until a date subsequent to the effective date of this Section—such addition, change or amendment shall not be effective hereunder until the effective date of such provision of the *Utah Drug Paraphernalia Act*.
8. Imitation Controlled Substances. Subject to the provisions of subsections B and C hereof, the *Utah Imitation Controlled Substances Act*, as contained in Chapter 37b of Title 58, *Utah Code Annotated* (1953, as amended in and through 2020), is hereby adopted and incorporated as a part of the *LaVerkin City Code* and incorporated as a part of the Ordinances of the City of LaVerkin; *provided that*—where a legislatively-adopted addition to, change in, or amendment to said portion of the *Utah Imitation Controlled Substances Act* does not become effective until a date subsequent to the effective date of this Section—such addition, change or amendment shall not be effective hereunder until the effective date of such provision of the *Utah Imitation Controlled Substances Act*.

ORDINANCE NO. 2020-__

9. Wildlife Resources Code. Subject to the provisions of subsections B and C hereof, the *Wildlife Resources Code of Utah*, as contained in Title 23, *Utah Code Annotated* (1953, as amended in and through 2020), is hereby adopted and incorporated as a part of the *LaVerkin City Code* and incorporated as a part of the Ordinances of the City of LaVerkin; *provided that*—where a legislatively-adopted addition to, change in, or amendment to said portion of the *Wildlife Resources Code of Utah* does not become effective until a date subsequent to the effective date of this Section—such addition, change or amendment shall not be effective hereunder until the effective date of such provision of the *Wildlife Resources Code of Utah*.
 10. Pawnshop and Secondhand Merchandise Transaction Information Act. Subject to the provisions of subsections B and C hereof, the *Pawnshop and Secondhand Merchandise Transaction Information Act*, as contained in Chapter 32a of Title 13, *Utah Code Annotated* (1953, as amended in and through 2020), is hereby adopted and incorporated as a part of the *LaVerkin City Code* and incorporated as a part of the Ordinances of the City of LaVerkin; *provided that*—where a legislatively-adopted addition to, change in, or amendment to said portion of the *Pawnshop and Secondhand Merchandise Transaction Information Act* does not become effective until a date subsequent to the effective date of this Section—such addition, change or amendment shall not be effective hereunder until the effective date of such provision of the *Pawnshop and Secondhand Merchandise Transaction Information Act*.
- B. Those portions of the State codes and/or provisions, as adopted in this Section, referring to or dealing with felonies which are not subject to enforcement by the City of LaVerkin, or punishments associated with felonies which are not subject to enforcement by the City of LaVerkin, are not made a part of the adopted *LaVerkin City Code*.
 - C. Where and to the extent that the provisions of the *Utah Code*, as adopted by this Section, are in conflict with the provisions of the *LaVerkin City Code*, they shall supersede such *LaVerkin City Code* provisions; *provided that*, where such conflict exists because the City has enacted legislation that is more restrictive than provided by State law, and the City is not prevented by State law from being more restrictive, then the conflicting *LaVerkin City* provision(s) shall govern. Where and to the extent that provisions of the *Utah Code* are not in conflict with the provisions of the *LaVerkin City Code*, they shall supplement said City Code.
 - D. Where a citation, information, or complaint is issued under or pursuant to the State codes and/or provisions adopted herein, it shall be sufficient to use the section number of the *Utah Code* to designate the section number of the *LaVerkin City Code* that is applicable and/or has been violated.

ORDINANCE NO. 2020-__

SECTION II: Section 6-1-1 of the *LaVerkin City Code* is hereby amended to read as follows:

SECTION 6-1-1. ADOPTION BY REFERENCE OF CERTAIN PROVISIONS OF THE STATE INSURANCE, MOTOR VEHICLE, AND PUBLIC SAFETY CODES.

A. Codes or Provisions Adopted.

1. Motor Vehicle Insurance.

- a. Subject to the provisions of subsections B and C hereof, Part III of Chapter 22, of Title 31A, *Utah Code Annotated* (1953, as amended in and through 2020), titled *Motor Vehicle Insurance*, is hereby adopted and incorporated as a part of the *LaVerkin City Code* and incorporated as part of the Ordinances of the City of LaVerkin *provided that*—where a legislatively-adopted addition to, change in, or amendment to said Part of Title 31A does not become effective until a date subsequent to the effective date of this Section—such addition, change or amendment shall not be effective hereunder until the effective date of such provision of Title 31A.
- b. Where a citation, information, or complaint is issued under the provisions of Part III of Chapter 22 of Title 31A of the *Utah Code Annotated* (1953, as amended), as adopted herein, it shall be sufficient to use the section number of the *Utah Code* to designate the section number of the *LaVerkin City Code* that is applicable and/or has been violated.

2. Motor Vehicle and Driver License Regulations.

- a. Subject to the provisions of subsections B and C hereof, Chapters 1a, 6a, 8, 12a, 21 and 22 of Title 41 of *Utah Code Annotated* (1953, as amended in and through 2020), titled *Motor Vehicles*, is hereby adopted and incorporated as a part of the *LaVerkin City Code* and incorporated as part of the Ordinances of the City of LaVerkin; *provided that*—where a legislatively-adopted addition to, change in, or amendment to said portion of the Title 41 does not become effective until a date subsequent to the effective date of this Section—such addition, change or amendment shall not be effective hereunder until the effective date of such provision of Title 41.

ORDINANCE NO. 2020-__

- b. Subject to the provisions of subsections B and C hereof, and Chapter 3 of Title 53 of *Utah Code Annotated* (1953, as amended in and through 2020), titled *Uniform Driver License Act*, is hereby adopted and incorporated as a part of the *LaVerkin City Code* and incorporated as part of the Ordinances of the City of LaVerkin; *provided that*—where a legislatively-adopted addition to, change in, or amendment to the *Uniform Driver License Act* does not become effective until a date subsequent to the effective date of this Section—such addition, change or amendment shall not be effective hereunder until the effective date of such provision of the *Uniform Driver License Act*.
 - c. Where a citation, information, or complaint is issued under the provisions of Chapters 1a, 6a, 8, 12a, 21 or 22 of Title 41 of *Utah Code Annotated* (1953, as amended), and/or Chapter 3 of Title 53 of *Utah Code Annotated* (1953, as amended), as adopted herein, it shall be sufficient to use the section number of the *Utah Code* to designate the section number of the *LaVerkin City Code* that is applicable and/or has been violated.
- B. Those portions of the State codes and/or provisions, as adopted in this Section, referring to or dealing with felonies which are not subject to enforcement by the City of LaVerkin, or punishments associated with felonies which are not subject to enforcement by the City of LaVerkin, are not made a part of the adopted *LaVerkin City Code*.
- C. Where and to the extent that the provisions of the *Utah Code*, as adopted by this Section, are in conflict with the provisions of the *LaVerkin City Code*, they shall supersede such *LaVerkin City Code* provisions; *provided that*, where such conflict exists because the City has enacted legislation that is more restrictive than provided by State law, and the City is not prevented by State law from being more restrictive, then the conflicting *LaVerkin City* provision(s) shall govern. Where and to the extent that provisions of the *Utah Code* are not in conflict with the provisions of the *LaVerkin City Code*, they shall supplement said City Code.
- D. Where a citation, information, or complaint is issued under or pursuant to the State codes and/or provisions adopted herein, it shall be sufficient to use the section number of the *Utah Code* to designate the section number of the *LaVerkin City Code* that is applicable and/or has been violated.

ORDINANCE NO. 2020-__

SECTION III: Section 3-2-0 of the *LaVerkin City Code* is hereby amended to read as follows:

SECTION 3-2-0. Adoption of Alcoholic Beverage Control Act.

- A. Subject to the provisions of subsections B and C hereof, the *Alcoholic Beverage Control Act*, as contained in Title 32B, *Utah Code Annotated* (1953, as amended in and through 2020), is hereby adopted and incorporated as a part of the *LaVerkin City Code* and incorporated as part of the Ordinances of the City of LaVerkin; *provided that*—where a legislatively-adopted addition to, change in, or amendment to said portion of the *Alcoholic Beverage Control Act* does not become effective until a date subsequent to the effective date of this Section—such addition, change or amendment shall not be effective hereunder until the effective date of such provision of the *Alcoholic Beverage Control Act*.
- B. Those portions of the *Alcoholic Beverage Control Act*, as adopted by this Section, referring to or dealing with felonies which are not subject to enforcement by the City of LaVerkin, or punishments associated with felonies which are not subject to enforcement by the City of LaVerkin, are not made a part of the adopted *LaVerkin City Code*.
- C. Where and to the extent that the provisions of the *Alcoholic Beverage Control Act*, as adopted by this Section, are in conflict with the provisions of the *LaVerkin City Code*, they shall supersede such *LaVerkin City Code* provisions; *provided that*, where such conflict exists because the City has enacted legislation that is more restrictive than provided by State law, and the City is not prevented by State law from being more restrictive, then the conflicting *LaVerkin City* provision(s) shall govern. Where and to the extent that provisions of the *Alcoholic Beverage Control Act* are not in conflict with the provisions of the *LaVerkin City Code*, they shall supplement said City Code.
- D. Where a citation, information, or complaint is issued under or pursuant to the State codes and/or provisions adopted herein, it shall be sufficient to use the section number of the *Utah Code* to designate the section number of the *LaVerkin City Code* that is applicable and/or has been violated.

SECTION IV: REPEAL OF CONFLICTING PROVISIONS.

All ordinances or resolutions, or parts or provisions thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent that they conflict herewith.

ORDINANCE NO. 2020-__

SECTION V: SEVERABILITY.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

SECTION VI: EFFECTIVE DATE.

In the opinion of the City Council of LaVerkin City, it is necessary for the preservation of the peace, welfare, health, and safety of the inhabitants of LaVerkin City that this Ordinance take effect as soon as possible. This Ordinance, therefore, shall take effect immediately upon its passage and first publication as provided by law.

PASSED AND ADOPTED by the City Council of LaVerkin City this _____ day of _____, 2020.

RICHARD M. HIRSCHI
Mayor

ATTEST:

CHRISTY BALLARD
City Recorder

Zion Regional Collaborative Coordinator Position Proposal

In June 2020, the ZRC decided to hire the ZRC Coordinator as an Independent Contractor for one year. During that year, the Coordinator will establish the ZRC as a 501(c)3 nonprofit organization. After 501(c)3 designation the ZRC Coordinator will be hired as an employee of the non-profit. This outline summarizes the costs and benefits of this course of action.

Costs

- \$47,000 Total
 - Coordinator Salary: \$38,000
 - Coordinator Overhead Costs (Benefits and Supplies): \$6,000
 - Workshop Overhead Costs: \$3,000
- Committed Contributions: \$23,000 Total
 - City of La Verkin: \$5,000
 - Town of Rockville: \$1,500
 - Town of Springdale: \$10,000
 - Zion Forever: \$6,500
- Remaining funding needed: \$24,000
 - Potential funding partners: Washington County, Five County AOG, City of Hurricane

2019-2020 ZRC Coordinator Achievements

- Working with local leaders and the State of Utah, prepared and submitted an application to the National Scenic Byway Program for SR-9
- Hosted three ZRC Workshops (thus far), one in-person, two virtually
- Facilitated communication between Greater Zion App and regional stakeholders; co-hosted Greater Zion App Steering Committee meetings
- Identified regional grant opportunities and prepared application materials (ie: EDA grant)
- Participated in planning efforts for the Zion Regional Trail project (Feasibility Study was completed in June 2020)

2020-2021 Coordinator Goals

- Establish ZRC as a 501(c)3 non-profit
- Facilitate regional recreational planning
- Secure funding for design/engineering and construction of the Zion Regional Trail project
- Continue hosting bimonthly ZRC Workshops
- Continue to facilitate communication and collaboration between ZRC stakeholders
- Plan for future projects: fiber optic in the corridor, dark sky designations, interpretive planning for the byway, camping analysis, etc.

Benefits of Non-Profit Designation

- Equal accountability to all stakeholders
- Longevity of the organization
- Ability to apply for grants/funds, without burdening other organizations
- More consistent leadership in the form of a Board of Directors

Next Steps

- Secure funding
- Draft an interlocal agreement, which will be signed by all municipalities/agencies/organizations contributing to the position (What should be included in this interlocal agreement?)



State of Utah
Commission on Criminal and
Juvenile Justice

Utah State Capitol Complex
East Office Building, Suite E330
Salt Lake City, Utah 84114-2330
Ph: (801) 538-1031
Fax: (801) 538-1024



Utah Commission
on Criminal and
Juvenile Justice

Federal FY 2019 - Justice Assistance Grant (JAG) - Block Grant

CCJJ Grant # 19A

1. Your Agency Name and Address:

La Verkin Police Department
111 S Main St.
La Verkin, UT, 84745-5712

2. Agency Contact (Grant Project Director):

Benjamin Lee

3. Phone Number:

435-635-0427 x101

4. E-mail Address:

Ben.Lee@laverkincity.org

5. Grant Start Date and End Date:

10/1/2020 – 3/31/2021

6. Federal Tax Identification Number (87-?????):

87-0302950

7. DUNS #

10 271 1371

8. **INDIRECT COSTS** – New federal regulations allow you to request indirect costs. If you choose to request indirect costs it will come directly from funds you are applying for in this grant. CCJJ will not increase your grant award to cover indirect costs. If you are only requesting equipment, supplies and operating (ESO) in this application then you will need to select option 1 - Waive indirect costs. **More information on indirect costs can be found page 10 (condition # 28) of this application.**

Please **CHECK** only **ONE**:

- 1) ☒ **X** NO, We waive indirect costs
2) ☐ YES, MTDC Rate (___%)
3) ☐ YES, Request 10% minimum

9. Application Budget Summary:

Equipment, Supplies and Operating (ESO): \$4,500

Travel and Training: N/A

Indirect Costs \$0

Total Grant Funds: \$4,500

Signatures constitute acceptance of all grant conditions and certified assurances.

10. *Print Name and Title of Official Authorized to Sign

Richard M. Hirschi, La Verkin City Mayor

11. *Signature of Official Authorized to Sign

For CCJJ use ONLY

Kim Cordova,
Executive Director of CCJJ

* Official authorized to sign includes: City/County Mayor or Manager or Commissioner, Agency Director or President

Application Budget

Please respond to sections A - B.

A - Equipment, Supplies and Operating (ESO) - If you are requesting grant funding in the ESO budget category then please itemize your purchases to include cost and quantity (**FYI**. ESO purchases must follow the regular procurement policies of your agency or the State of Utah if your agency has no procurement policies).

Patrol Equipment: Total \$4,500

Taser CEW Devices, Holsters, and cartridges

A - Total Grant Funds Requested for Equipment, Supplies and Operating (ESO) = \$4,500

B - Travel/Training - If you are requesting grant funding in the Travel/Training budget category then describe the Travel/Training costs you will pay for with JAG funds. Include your travel destination, travel purpose, cost of lodging, per diem, ground transport, airfare, etc. (**FYI**. Travel costs must follow state of Utah travel rates unless your agency travel rates are more restrictive. See State of Utah Travel Rates: <http://fleet.utah.gov/menu-state-travel.html>)

Due to COVID -19, the Travel/Training Budget category will not be allowed for the 2019 JAG - Block Grant. Please do not request funding for Travel/Training in this grant application.

B - Total Grant Funds Requested for Travel/Training = N/A

Total Grant Funds Requested (A + B) = \$4,500

8 U.S.C. § 1373 Certification

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE): Each applicant must provide responses to the following questions. **It is recommended that you consult your agency legal counsel regarding the following questions,** before responding (this certification does not apply to tribal government/organization, a nonprofit organization, or a private institution of higher education).

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE? **Y or N**
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1? **Y or N**
- (3) If **yes** to either Q1 or Q2, then answer the following:
 - Please provide a copy of each law or policy.
 - Please describe each practice.
 - Please explain how the law, policy, or practice complies with 8 U.S.C. § 1373.

APPENDIX 1

GRANT ASSURANCES, CONDITIONS, CERTIFICATIONS AND REQUIREMENTS

FFY 2017

Utah Commission on Criminal and Juvenile Justice (CCJJ) Administered Federal Awards

Revised – January 2019

I. CERTIFIED ASSURANCES AND GRANT CONDITIONS

1. The applicant assures that grant funds awarded under CCJJ administered federal funds authorized by Congress and administered by the U.S. Department of Justice - Bureau of Justice Assistance (BJA), **will not supplant State or local funds**. Federal funds must be used to supplement existing funds for program activities and not replace those funds that have been appropriated for the same purpose.
 2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Utah Commission on Criminal and Juvenile Justice (CCJJ) shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of federal funds received from CCJJ. Additionally, the applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as CCJJ may require. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
 3. The applicant assures that it will comply with State of Utah travel rates and policies unless the grantee's home agency rates are more restrictive. Furthermore, the applicant assures that it will have and comply with written policies regarding personnel, purchasing supplies and equipment, contractual agreements, etc. If the grantee is working through a fiduciary agent, the policies of the fiduciary agent become the applicable policies with regard to expending grant funds.* If the applicant does not currently have written policies or a fiduciary agent the general policies adopted by the State of Utah - Department of Finance must be complied with in expending grant funds.

See State of Utah Travel Rates: <http://fleet.utah.gov/menu-state-travel.html>
- *The only exception to this policy is **personnel expenditures** when the applicant agency is acting as a fiduciary in a single grant serving two or more independent agencies. According to the Fair Labor Standards Act, personnel costs including **overtime** must be paid according to each individual agency's personnel policies.*
4. The applicant certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies and that the applicant will comply with all provisions of the **JAG** grant program and all other applicable Federal laws, regulations, and guidelines.
 5. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968 as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Violence Against Women Reauthorization Act of 2013; the Department of Justice Nondiscriminating Regulations 28 CFR Part 42, Subparts C, D, E, and G; and their implementing regulations, 41 CFR Part 60. 1 et. seq., as applicable to construction contracts.
 6. The applicant assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of actual or perceived race, color, national origin, religion, and sex against a recipient of funds the recipient will forward a copy of the findings to the CCJJ.
 7. Subgrantees should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance:

Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs).

8. The applicant assures that it will comply with the applicable provisions of the Residential Substance Abuse Treatment for State Prisoners grant program and the 2015 Department of Justice (DOJ) Grants Financial Guide. The 2015 Financial Guide is available in print or through the internet at: <http://ojp.gov/financialguide/DOJ/>

9. The applicant assures that it will comply with the provision of 28 CFR applicable to grants and cooperative agreements, including Part 200 of Title 2 Grants and Agreements, Office of Management and Budget Guidance for Grants and Agreements, Uniform Administrative Requirements, cost principles, and audit requirements for federal awards - http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies (For more information on 28 CFR Part 23 - <http://www.iir.com/28cfr/guideline.htm>); Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63 Flood plan Management and Wetland Protection Procedures.

10. No subgrantee, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

11. The subgrantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has – (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by – mail: Office of the Inspector General, U.S. Department of Justice Investigations Division, 950 Pennsylvania Avenue, N.W., Room 4706, Washington, DC 20530; e-mail: oig.hotline@usdoj.gov; hotline: (contact information in English and Spanish): (800)869-4499; or hotline fax: (202) 616-9881. Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

12. The subgrantee agrees to comply with applicable requirements regarding registration with the System for Award management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The subgrantee also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

13. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appear in the DOJ Grants Financial Guide (currently as section 3.10 of “Postaward Requirements” in the 2015 DOJ Grants Financial Guide).

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

15. The applicant assures that it will comply with the provisions of 23 USC sections 402, 403 and 29 USC section 668 wherein any recipient agency of Federal contracts, subcontracts, and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for their employees, contractors, and subrecipients when operating company-owned, rented, or personally owned vehicles.

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

STANDARD ASSURANCES (Federal)

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

GRANT CONDITIONS

1. COMPENSATION AND METHOD OF PAYMENT

The Utah Commission on Criminal and Juvenile Justice (CCJJ) will **reimburse** the subgrantee for the federal share of approved program expenditures on a monthly or quarterly basis as financial status reports are submitted and approved up to the amount of approved federal expenditures.

2. REPORTS

The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as CCJJ may reasonably require, including at least quarterly Financial Status Reports (FSR's), Narrative Progress Reports, and quarterly Performance Measure data. Performance Measures are mandatory and will be provided to the subgrantee by CCJJ. All reports are to be submitted to CCJJ no more than 25 days following the end of each calendar quarter. Subgrantees will have up to 90 days past the closing date of their grant award to submit a final FSR.

3. AUDIT REPORTS

Subgrantees are to have annual examinations in the form of audits. These audits will be **submitted to CCJJ with any Management Letters no less than one month after completion** of the audit. Local governments have **180 days** after the end of their fiscal year to complete their audits while all other subgrantees have **nine months** to complete their audit. The audits must conform with OMB Circular A-133, and **contain grant information in the Schedule of Federal Financial Assistance**. During the audit process, either the subgrantee or the auditor will **send CCJJ a verification letter to confirm grant payments**.

4. UTILIZATION AND PAYMENT OF FUNDS

Funds awarded are to be expended only for purposes and activities covered by subgrantee's approved project activities and budget. Project funds will be made available in accordance with provisions as prescribed by CCJJ. The subgrantee agrees to return to the CCJJ all unexpended Federal funds provided hereunder to the CCJJ within 60 days of termination of the subgrant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audit.

5. OBLIGATION OF GRANT FUNDS

Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant 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.

6. CONSULTANT RATE

Approval of a subgrantee award does not indicate approval of any consultant rate in excess of **\$650 per day**. A detailed justification must be submitted to and approved by CCJJ prior to obligation or expenditure of such funds.

7. EXPENSES NOT ALLOWABLE

Project funds may not be expended for: **(a) items not part of the approved budget** or separately approved by CCJJ; **(b) the purchase of land; or (c) construction projects**. **Expenditure of funds in excess of ten percent (10%) of the amount budgeted per budget category will be permitted only with CCJJ's prior written approval.**

8. TERMINATION OF AID

If through any cause the subgrantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the subgrant agreement, or substantially fails to comply with the Violent Crime Control and Law Enforcement Act of 1994 and any regulations promulgated under these laws, as determined by the CCJJ, then the CCJJ shall have the right to terminate the subgrant agreement or to suspend fund payments by giving written notice to the subgrantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action. In such event, all finished and unfinished documents, data studies, surveys, drawings, maps, models, photographs and reports prepared by or on behalf of the subgrantee under the subgrant agreement shall at the option of the CCJJ, become its property, and the subgrantee shall be entitled to receive just and equitable reimbursement of any work satisfactorily completed under the subgrant agreement.

9. INSPECTION AND AUDIT

CCJJ, the Department of Justice, and the Comptroller General of the United States, 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 subgrantee, and to relevant books and records of subgrantees and contractors as provided for in P.L. 90-351 as amended, P.L. 99-570, and the Office of Justice Programs' "Financial Guide@. The 2015 DOJ Grants Financial Guide is available in print or through the internet at: <http://ojp.gov/financialguide/DOJ/>

10. PERSONAL PROPERTY

The subgrantee shall retain any nonexpendable personal property acquired with subgrant 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 CCJJ subgrant funds. When there is no longer a need for the property to accomplish the purpose of the program, the subgrantee shall request property disposition instructions from the CCJJ.

11. 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 subgrants or contracts shall be retained for at least three (3) years after the close of the federal award from which the subgrantee's award was funded.

12. WRITTEN APPROVAL OF CHANGES

Subgrantees must obtain prior written approval from CCJJ for program changes. These include (a) change of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget; and (d) budget adjustments in excess of ten percent (10%) of the affected budget category.

13. THIRD PARTY PARTICIPATION

No contract or agreement may be entered into by the subgrantee for execution of project activities or provision of services that is not incorporated in the approved proposal or approved in advance by CCJJ. Any such arrangement shall provide that the subgrantee will retain ultimate control and responsibility for the subgrant project and that the subgrantee shall be bound by these subgrant conditions and any other requirements applicable to the subgrantee in the conduct of the project. **CCJJ shall be provided with a copy of all such contracts and agreements entered into by subgrantees.**

14. PUBLICATIONS

The subgrantee agrees to submit to CCJJ for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements:

"This project was supported by Grant No. 2018-DJ-BX-0832 awarded by the Bureau of Justice Assistance.

All published material and written reports submitted under grants or in conjunction with contracts under grants must be originally developed material unless otherwise specifically provided in the grant or contract document. When material, not originally developed, is included in the report, it must have the source identified. This identification may be in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.

15. WRITTEN DESCRIPTIONS OF PROGRAMS

The subgrantee 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 Federal money, the subgrantee receiving Federal funds **shall clearly state (a) the percentage of the total cost of the program or project that will be financed**

with Federal money, and (b) the dollar amount of Federal funds for the project or program.

16. CONFLICT OF INTEREST

The subgrantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity, is presently, nor during the life of this contract shall be, officers or employees of CCJJ, provided that if such persons are or become officers or employees of CCJJ they must disqualify this application and any future discussions concerning the entity making this application.

17. PROJECT DIRECTOR

There shall at all times during the life of the subgrant agreement be an individual appointed by the subgrantee as "Program Director." This individual will be responsible for program planning, operation, reporting and administration under the subgrant agreement.

18. CONFIDENTIALITY OF RESEARCH INFORMATION

Pursuant to Section 229 of the Justice System Improvements Act of 1979, research information identifiable to an individual, that was obtained through a program funded wholly or in part with BJA funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding. 28 CFR Part 22.

19. RELEASE OF INFORMATION

All records, papers and other documents kept by recipients of CCJJ or BJA funds, their subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to the CCJJ or the BJA. These records and other documents submitted to CCJJ or the BJA pursuant to application for funds, are required to be made available to CCJJ or the BJA under the terms and conditions of the Federal Freedom of Information Act, 5 U.S.C. 552.

20. PROGRAM INCOME

All interest or other income earned by the subgrantee with respect to grant funds or as a result of conduct of the grant project (asset forfeitures, sale of publications, registration fees, services charges on fees, taskforce participating agency contributions, interest income from program income, etc.) shall be deemed program income and must be tracked. Whenever possible, program income is to be used to offset grant expenses. All other program income will remain with the project or be used to reduce projects costs. Program income is subject to the same requirements as Federal grant and match monies. In the event of a subgrantee's grant project concluding for any cause, the final disposition of any and all remaining balance(s) from program income shall be left to the discretion of CCJJ as the State Administrative Agency of the grant program.

21. POLITICAL ACTIVITY

The restrictions of the Hatch Act, P.L. 93-443, 5 U.S.C. Chapter 73, Subchapter III (as amended), concerning the political activity of government employees are applicable to state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such State and local government employees may take an active part in political management and campaigns except they may not be candidates for office.

22. 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 government 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 grantee may copyright such, but the government reserves a royalty-free non-exclusive and irreversible license to reproduce, publish and use such materials in whole or in part and authorize others to do so.

23. PATENTS

If any discovery or invention arises or is developed in course of, or as result of work performed under this grant, the subgrantee shall refer the discovery or invention to the BJA. The subgrantee hereby agrees that determination of rights to inventions made under this grant shall be made by the Administrator of BJA or his duly authorized representative, who shall have the sole and exclusive powers to determine whether or not and where patent application should be filed and to determine the disposition of all rights in such inventions, including title to and license rights under any patent application or patent which may issue thereon. The determination of the Administrator, or his duly authorized representative, shall be accepted as final. In addition, the subgrantee hereby agrees and otherwise recognizes that the Government shall acquire at least an irrevocable non-exclusive royalty free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this subgrant.

24. INFORMATION SYSTEMS

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

- a. That all computer programs (software) produced under this grant will be made available to the BJA for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon request, to BJA. The documentation will include but not be limited to system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.

25. PROTECTION OF VICTIMS

- a. The subgrantee assures that it will not ask or require an adult, youth, or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. The subgrantee further assures that the refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense.
- b. The subgrantee assures that it will not require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, or to be reimbursed for charges incurred on account of such an exam.

26. CRIMINAL PENALTIES

- a. Whoever embezzles, willfully misapplies, steals or obtains by fraud or endeavors to embezzle, willfully misapply, steal or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.
- c. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act, whether received directly or indirectly from the Administration, shall be subject to the provisions of Section 371 of Title 18, U.S.C.

27. JAIL "PAY TO STAY" PROHIBITION:

No funding from this grant can be awarded to a local jail for any purpose if that jail is operating a Pay-to-Stay program. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general

provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

28. INDIRECT COST RATE

The new Federal Uniform Guideline allows for Indirect Costs to be charged by grantees as part of the grant budget. According to the Guideline, one of the following options must be chosen by grantees:

Option One: If a subgrantee's operational costs are fully covered by charging these costs as administrative (direct) costs, or if the subgrantee calculates indirect costs and determines that these costs are immaterial, then the subgrantee may waive any indirect cost reimbursements.

Option Two: If a subgrantee has a negotiated Modified Total Direct Cost (MTDC)* rate with the Federal Government, then this Indirect Cost Rate must be applied to the grant application as part of the proposal request. Proof of the negotiated rate must be submitted with the grant application.

Option Three: If a subgrantee does not have a negotiated Modified Total Direct Cost rate with the Federal Government, or if the negotiated rate has lapsed, the Guideline allows the subgrantee to request a minimum MTDC rate of 10%. **Note:** Once this option has been chosen, it must be chosen again on all future grant applications until a subgrantee negotiates a rate with the Federal Government.

It should be noted that choosing any one of the three options above will neither detract from nor enhance the consideration of the grant proposal.

Modified Total Direct Costs (MTDC) are defined as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

A governmental department or agency unit that receives more than \$35 million in direct federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs. Other governmental departments or agencies must develop an indirect cost proposal in accordance with the requirements of this Uniform Guide and maintain the proposal and related supporting documentation for audit. These governmental departments or agencies are not required to submit their proposals unless they are specifically requested to do so by the cognizant agency for indirect costs. Where a non-federal entity only receives funds as a subrecipient, the pass-through entity will be responsible for negotiating and/or monitoring the subrecipient's indirect costs.

II. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

III. CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more the \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) No Federal appropriated funds have been paid or will be paid to any public or private agency, organization, institution, or individual for any personal service, advertisement, telegram, telephone communication, letter, printed or written matter, or other devise the design or intent of which is to influence a member of Congress or any other federal, state, or local elected official to favor or oppose any act, bills, resolutions, or similar legislation or any referendum, initiative, constitutional amendment, or any similar governing body.

(3) Upon request of federal or state officials through the proper official channels, Federal appropriated funds may be used in connection with communications to federal, state, or local elected officials pertaining to authorization, appropriation of oversight measures which will directly affect the operation of the program involved.

(4) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, **the undersigned shall initial here _____** and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(5) The undersigned shall require that the language of this certification be included in the award documents of all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

IV. AUDIT REQUIREMENTS (LOCAL GOVERNMENT AGENCIES, PRIVATE NON-PROFIT & FAITH BASED ORGANIZATIONS ONLY)

The applicant agency assures that it will submit audit reports (with Management Letters) to CCJJ annually. The audit report must comply with OMB circular A-133 and be submitted to CCJJ within one month of completion of the audit.

By State code, **local governments** must complete their audit within **six months** of the end of their fiscal year; **other agencies** must complete their audit within **nine months**. During the audit process subgrantees or their auditors must send CCJJ a **confirmation letter** that verifies payments made to the grant program.

The audit will include a Schedule of Federal Financial Assistance that contains revenue and expenditure information from the grant. The following information will assist the auditors in completing the Schedule of Federal Financial assistance:

- Grant Name: **Justice Assistance Grant (JAG)**
 - Federal Grantor Agency: **U.S. Department of Justice - Bureau of Justice Assistance**
 - Federal Grantor Number: **2018-DJ-BX-0832**
 - Federal CFDA Number: **16.738**
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V. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (STATE AGENCIES ONLY)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR Part 67, Section 67.615 and 67.620)

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about--
 - The dangers of drug abuse in the workplace;
 - The grantee's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a),
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant the employee will:
 - Abide by the terms of the statement; and
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

VI. CIVIL RIGHTS AND DISCRIMINATION POLICY REQUIREMENTS

The applicant agency assures that it will comply with all applicable federal civil rights laws and regulations.

Please complete the following:

- Agency Name: _____
- Number of Persons Employed Your Agency: _____
- Federal Funds Requested with this Application: _____

Equal Employment Opportunity Plan. The purpose of an Equal Employment Opportunity Plan (EEOP) is to insure full and equal participation of men and women regardless of race or national origin in the workforce of the recipient agency. An EEOP is a comprehensive document that analyzes that agency's workforce in comparison to its relevant labor market data and all agency employment practices to determine their impact on the basis of race, sex, or national origin.

The agency will provide an EEOP to the Office for Civil Rights, Office of Justice Programs (OCR) and the CCJJ, if it has received a single reward of \$25,000 or more. If the agency receives \$25,000 or more, unless otherwise exempt, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the CCJJ). EEOP Certification must be submitted electronically through OJP's EEO Reporter Tool, available at <https://ojp.gov/about/ocr/eeop.htm>.

For more information on how to prepare your EEOP plan (if required) or for additional information on Civil Rights issues please visit the Office for Civil Rights (OCR) website at: <http://www.ojp.usdoj.gov/about/offices/ocr.htm>

Before your agency can be reimbursed for any expenses associated with this grant, the grant project director must first review and certify compliance with Federal Equal Employment Opportunity policies.

Please go to the following web link and review the PowerPoint presentation on Discrimination Policy Training:
<http://www.justice.utah.gov/Documents/CCJJ/Grants/COMMISSIONONCRIMINALANDJUVENILEJUSTICE.ppt>

Procedures for Responding to Discrimination Complaints:
<http://www.justice.utah.gov/Documents/CCJJ/Grants/PROCEDURESFORRESPONDINGTODISCRIMINATION.docx>

The signature below certifies that the program proposed in this application meets all the requirements of the Violent Crime Control and Law Enforcement Act of 1994, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the Crime Control Act and all other Federal laws. By appropriate language incorporated in each grant, subgrant 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 with whom they make contracts or agreements.

SUBGRANTEE ACCEPTANCE OF GRANT ASSURANCES, CONDITIONS and CERTIFICATIONS including the 8 U.S.C. § 1373 Certification (signing indicates that your agency has reviewed and agrees to comply with each of the grant assurances, conditions, certifications and requirements of this grant application)

Name and Title of Authorized Official:

Richard Hirschi
Print Name

Mayor
Print Title

Signature of Authorized Official

Date

