

Contract: C056
Amount: \$95,000
Grantee: Tooele County
Tax ID#: 87-6000317

HARDSHIP GRANT AGREEMENT
WATER QUALITY BOARD HARDSHIP GRANT FUND

STATE OF UTAH

Department of Environmental Quality
Division of Water Quality

This hardship grant/principal forgiveness agreement is entered into by and between the State of Utah, Department of Environmental Quality, Division of Water Quality, Water Quality Board (hereinafter the "BOARD") and

TOOELE COUNTY

applicant for a Hardship Grant under the Water Quality Board provisions contained in Title 73, Chapter 10C, Utah Code Annotated 1953 (hereinafter the "GRANTEE"). Pursuant to the provisions of the Statute, and the powers and functions of the Water Quality Board, the BOARD hereby finds and determines, based upon the formal application of the GRANTEE, the evidence provided by the GRANTEE to the BOARD and its staff, and information developed by the BOARD in its own investigations and at the hearings on the application of the GRANTEE, the following, that:

1. The GRANTEE is a political subdivision pursuant to Section 73-10c-2 (10) of the laws of the State of Utah.
2. The proposed project has been determined to meet wastewater project loan considerations.
3. The project has been determined by the BOARD to not be economically feasible unless grant assistance is provided.
4. The GRANTEE has been authorized by the BOARD pursuant to Section 73-10c-4 (5) to receive a Hardship Grant.

Based upon these findings, the BOARD is authorized and empowered to, and does hereby, enter into the following agreement with the GRANTEE.

PAYMENT OF THIS CONTRACT IS SUBJECT TO THE FOLLOWING PROVISIONS:

GENERAL PROVISIONS

1. The BOARD shall provide the GRANTEE the amount of **\$95,000** (HARDSHIP GRANT AMOUNT) for the completion of the Project as described in Exhibit-1, Work Description and Cost Breakdown.
2. The GRANTEE shall complete the Project described in Exhibit-1, Work Description, and Cost Breakdown within the time period identified in the Plan of Study or Engineering Plan. If work on the project is not completed by **DECEMBER 31, 2017** this grant may be canceled by written notice from the BOARD to the GRANTEE. No work completed after receipt of the notice shall be reimbursable.
3. The GRANTEE shall comply with the special grant provisions identified in the SPECIAL GRANT PROVISIONS.
4. The GRANTEE shall notify the BOARD in writing of any proposed modification to the Project that alters Exhibit-1, Work Description and/or GRANT AMOUNT. If such notification is not received, the cost of the proposed modification will be disallowed.
5. All unused funds must be returned to the BOARD. Funds returned, as surplus to the BOARD shall be applied as a reduction of the grant amount.
6. The funds shall be deposited with other funds necessary to complete the project into a supervised escrow account at the time the advance agreement between the GRANTEE and the BOARD is executed. All disbursements from the account will be reviewed and certified by the GRANTEE and the BOARD.
7. The GRANTEE shall comply with all laws that normally govern its affairs in regard to contracts, fiscal procedures, and procurement procedures.
8. The GRANTEE shall indemnify and hold harmless the State of Utah, the Department of Environmental Quality and their officers, agents and employees from and against any and all loss, damage, injury, liability, and claims, including claims for personal injury or death, damages to personal property and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of this agreement by the GRANTEE, including attorneys fees and costs in the investigation or defense of any claim, whether or not the claim has merit.
9. The GRANTEE shall be an independent contractor, and, as such, shall have no authorization, express or implied, to bind the State of Utah the Department of Environmental Quality, the Division of Water Quality or the Water Quality Board to any agreement, settlement, liability, or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

10. GRANTEE expenditures under this grant determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the grant or that are inadequately documented, and for which payment has been made to the GRANTEE will be immediately refunded to the BOARD by the GRANTEE. The GRANTEE further agrees that the BOARD shall have the right to withhold any or all-subsequent payments under this or other contracts to GRANTEE until recoupment of overpayment are made.
11. This grant may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this agreement. The BOARD will allow no claim for services furnished by the GRANTEE, not specifically authorized by this Agreement.
12. If it is determined that in any manner the grant was improperly made or entered into, or if the monies are or were used improperly or contrary to the terms of this agreement, the GRANTEE shall pay to the BOARD the amount of all monies and benefits received by the GRANTEE by the BOARD.
13. The GRANTEE will designate a representative or representatives to assist their consultant and the State in coordination with the communities governing board and planning decisions.

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Title 73, Chapter 10, Utah Code Annotated, 1953, as amended, the parties hereto mutually agree to perform this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 5 MAY, 20 16. This contract will take effect upon approval as evidenced by the appropriate signatures.

ENTITY

STATE

TOOELE COUNTY
47 NORTH MAIN
TOOELE, UTAH 84074

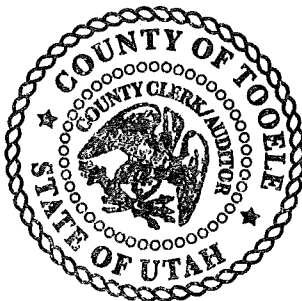
APPROVED - UTAH WATER QUALITY BOARD

By: Wade B. Bitner
Wade Bitner, Commission Chair
Tooele County

By: John K. Mackey
John K. Mackey, P.E., Manager
Engineering Section

ATTEST:

Marilyn K. Lulleth



JURAT

DISTRICTS

STATE OF UTAH)

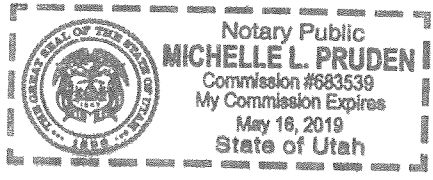
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Tooele County)

On this 25th day of March, 2016, personally appeared before me Wade Bitner, who being by me duly sworn did say he is the Commissioner Chair, respectfully, of Tooele County, an incorporated City of the State of Utah, and that the foregoing instrument was signed in behalf of said city by authority of a motion of its governing body passed on the 15 day of March, 2016 and said persons acknowledged to me that said service area executed the same.

Michelle L. Pruden
Notary Public, residing at
Michelle L. Pruden

My Commission Expires: 5.16.16



UTAH STATE TREASURER
 UTAH PUBLIC TREASURERS' INVESTMENT FUND
 New Account Application and Change Form

DATE 5/25/16

ACTION:

<input checked="" type="checkbox"/> Create New PTIF Account (Sec. A,C,D,E,F)	<input type="checkbox"/> Add/Delete Bank Account (Sec. A,B,E,F)	<input type="checkbox"/> Opt In Paper Statements (Sec. A,B,F)
<input type="checkbox"/> Change Address (Sec. A,B,D,F)	<input type="checkbox"/> Change Authorized Individuals (Sec. A,B,C,F)	

A. Entity Name/Account Title Tooele County Water Quality Board Fund

B. PTIF Account Number(s) _____

C. Individuals Authorized to Make Deposits/Withdrawals:

	<u>NAME</u>	<u>TITLE</u>	<u>PHONE</u>	<u>E-MAIL</u>	<u>INTERNET ACCESS</u>
1.	<u>Michael Jensen</u>	<u>County Treasurer</u>	<u>435-843-3191</u>	<u>m.jensen@tooeleco.org</u>	<input checked="" type="checkbox"/>
2.	<u>Angie Leonelli</u>	<u>Ch. Dep. Treasurer</u>	<u>435-843-3194</u>	<u>A.Leonelli@tooeleco.org</u>	<input checked="" type="checkbox"/>
3.	_____	_____	_____	_____	<input type="checkbox"/>
4.	_____	_____	_____	_____	<input type="checkbox"/>

D. Mailing Address:

Tooele County
 Attn: Michael Jensen
47 S. Main St.
Tooele, UT 84074

E. Bank (Depository) Information:

New/Additional Bank - (Include deposit slip with submission)

Delete Bank

a. Name of Bank ZIONS BANK

Name of Bank _____

b. Account Number 072 006000

Account Number _____

Checking Savings Other _____

F. Authorization: In accordance with applicable statutes and procedures established by the Utah State Treasurer, we the undersigned hereby authorize the Utah State Treasurer to make the above changes and/or initiate wire and/or automated clearing house (ACH) credit entries and/or debit entries to our bank indicated above. The depository named above is authorized to credit and/or debit the same to such account. This authorization is to remain in full force and effect until the Utah State Treasurer has received written notification from us of its termination.

Signed Michael Jensen 5/25/16
 (Date)

Signed Angie Leonelli 5/25/16
 (Date)

Name Michael J. Jensen

Name Angie Leonelli

Title Tooele County Treasurer

Title Chief Deputy Treasurer

TWO SIGNATURES REQUIRED

Please scan and return this completed form to ptifadmin@utah.gov or fax to 801-538-1465

Exhibit No. 1

Work Description and Cost Breakdown

Tooele County

HARDSHIP GRANT

SCOPE OF WORK

Tooele County plans to update its 1998 septic tank density study and develop a regional sewer master plan for the growing north county unincorporated area bounded by Grantsville City, Lake Point, and Tooele City

IMPLEMENTATION SCHEDULE:

It is estimated that the project will be completed by September 2017.

COST ESTIMATE:

It is estimated that the project will include:

Septic Tank Density Study	\$15,000
Regional Sewer Master Plan	80,000
<hr/> Total	<hr/> \$95,000



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Department of
Environmental Quality

Alan Matheson
Executive Director

DIVISION OF WATER QUALITY
Walter L. Baker, P.E.
Director

May 16, 2016

Wade Bitner, Commission Chair
Tooele County
47 North Main
Tooele, UT 84074

Dear Commissioner Bitner:

Subject: Tooele County Hardship Grant Agreement

Please find enclosed the fully executed copy of Tooele County Hardship Grant Agreement. For your convenience, I have enclosed an original document for your records.

In order to reimburse eligible expenses for this project, an escrow account between the City and the Division of Water Quality will need to be established. I have attached the escrow agreement and the Utah Public Treasurers' Investment Fund (PTIF) New Account Application and Change Form. Once they have been completed, please return each of the two signed copies of the escrow agreement and Utah PTIF form to me for final signature. Please note the pages titled: Exhibit A, B-1, and B-2, B-3 do not need to be returned, these attachments are forms used for disbursement requests. If you have any questions or concerns regarding your contract, please feel free to contact me by telephone (801-536-4315) or by email (mcase@utah.gov).

Sincerely,

Marsha Case, Contract/Grant Analyst
DWQ Finance

- Enclosure/s:
1. Executed Hardship Grant Agreement
 2. Escrow Agreement Form
 3. Utah Public Treasurers' Investment Fund New Account Application and Change Form

U:\DIRECTOR\Mcase\0Projects\Tooele County\Executed Grant Cover Ltr C056.docx
FILE: SRF Tooele County Administration

195 North 1950 West • Salt Lake City, UT
Mailing Address: P.O. Box 144870 • Salt Lake City, UT 84114-4870
Telephone (801) 536-4300 • Fax (801) 536-4301 • T.D.D. (801) 536-4414

www.deq.utah.gov

Printed on 100% recycled paper

ESCROW AGREEMENT SUMMARY

I. SUMMARY

A. Parties to the Agreement:

1. Grantee: Tooele County (the "Entity")
Address: 47 North Main
Tooele, Utah 84074
Contacts: Wade Bitner, Commission Chair Phone: 435-843-3180
Jerry Houghton, Treasurer/Recorder
2. Grantor/Lender: Division of Water Quality (the "State")
Address: 195 North 1950 West
PO Box 144870
Salt Lake City, Utah 84114
Contacts: Walter L. Baker, P.E., DWQ Director Phone: 801-536-4300
John K. Mackey, P.E., Engineering Manager Phone: 801-536-4347
3. Escrow Agent: Utah State Treasurer (the "Treasurer")
Address: E315 Capitol Complex
PO Box 142315
Salt Lake City, Utah 84114
Contacts: Jason Nielsen, Financial Manager Phone: 801-538-1453
Stephanie A. Baldes, Accountant Phone: 801-538-1470

B. Grant/Loan Amount(s):

1. Principal Amount: \$95,000 (the "Proceeds")
2. Additional Amount(s), if any:

C. Authorizing Resolution: (the "Instrument")

Tooele County Hardship Grant Agreement (C056)

D. Project Description: (the "Projects")

To update its 1998 septic tank density study and develop a regional sewer master plan.

This Summary is an integral part of the Escrow Agreement.

II. AGREEMENT

- A. The undersigned hereby deliver to the Treasurer, the Proceeds and Additional amount(s) to be held and disposed of by the Treasurer in accordance with the duties, instructions, and upon the terms and conditions hereinafter set forth in this Escrow Agreement to which the undersigned hereby agree:
1. For purposes of this Escrow Agreement and this Escrow Agreement only:
 - (a) The Treasurer shall not incur any liability in acting upon any written authorization and request delivered hereunder and believed by the Treasurer to be genuine and to be signed by the proper parties.
 - (b) The Treasurer may consult with legal counsel in the event of any dispute or question as to the construction of the Treasurer's duties hereunder and shall not be held to any liability for acting in accordance with advice so received.
 - (c) The Treasurer shall have a first lien on the moneys held by it hereunder for its compensation and for any costs, liability or expense or counsel fees it may incur.
 2. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, the Treasurer shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing the Treasurer may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing the Treasurer shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and the Treasurer shall be entitled to continue so to refrain and refuse so to act until:
 - (a) The rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; and/or
 - (b) All differences shall have been adjusted by agreement and the Treasurer shall have been notified thereof in writing signed by all of the persons interested.
 3. The fees for the usual services of the Treasurer under the terms of this Escrow agreement are set forth in the schedule attached hereto as Exhibit A. It is agreed that additional compensation shall be paid to the Treasurer for any additional or extraordinary service it may be requested to render hereunder, and the Treasurer shall be reimbursed for any out-of-pocket expenses (including, without limitation, fees of counsel) reasonably incurred in connection with additional or extraordinary services.
 4. The Entity and the State hereby agree that the deposit of the Proceeds shall constitute compliance with applicable deposit and investment provisions of the Instrument.

5. The duties of the Treasurer under the terms of this Escrow Agreement are as follows:
- (a) Treasurer shall receive into a separate fund (the "Escrow Account") Proceeds and any additional amounts to be used in connection with the Project.
 - (b) The Treasurer shall reimburse Entity in amounts authorized in writing by the Entity and the State.
 - (c) Each authorization must be signed by one official from both the Entity and the State, and shall be substantially the same as the form attached as Exhibit B. On behalf of the Entity, the written authorization and request shall be signed by any one of the officials of the Entity identified in Section I.A.1. above. On behalf of the State, the written authorization and request shall be signed by any one of the officials of the State identified in Section I.A.2. above. The Treasurer assumes no responsibility for expenditure of moneys paid out of the Escrow Account pursuant to a written authorization and request properly signed and delivered to the Treasurer as provided herein.
 - (d) If a written authorization and request indicates that an amount (the "Retained Amount") payable to a Provider is to be held for retainage pending completion of the Project or the lapse of time, the Treasurer shall segregate such amount and shall invest the Retained Amount in an interest-bearing account (the "Separate Account"), the interest on which shall accrue for the benefit of the Provider. The Treasurer thereon shall disburse the Retained Amount and all accrued interest in the same manner as provided in paragraph 5(b) hereof. All fees charged or incurred by the Treasurer relating to the establishment, investment and disbursement of the Separate Account shall be borne solely by the Provider and may be withheld by the Treasurer from the Separate Account prior to the disbursement thereof; provided, however, that if such fees are borne by the Separate Account, and if the interest earned on the Separate Account is less than the amount of such fees, then the fees withheld from such Separate Account shall not exceed the interest earned and the balance of such fees shall be paid by the Entity.
 - (e) The funds deposited by the parties hereto in the Escrow Fund and in any Separate Account shall be invested by the Treasurer in the Utah Public Treasurers' Investment Fund established by Section 51-7-5 of the Utah Code. All interest earned on moneys held in the Escrow Account shall be retained therein and disbursed as provided herein.
 - (f) The Treasurer shall report at least monthly concerning the receipts, disbursements and status of the Escrow Account. The reports shall be mailed to the Entity and to the State at their respective addresses as shown in Section I.A. above. Notification of changes of address, if any, shall be in writing and mailed to the parties at their respective addresses as shown in Section I.A. above.
 - (g) This Escrow Agreement will be terminated after payment of the fees and out-of-pocket expenses of the Treasurer, and upon liquidation of the Escrow Account as provided herein. This Escrow Account, upon the earlier to occur of:

- (i) receipt by the Treasurer of a written authorization and request, signed as provided in paragraph 5(c) hereof, stating that the acquisition, construction, improvement and extension of the Project is complete, that all obligations and costs in connection with the Project which are payable out of the Escrow Account have been paid and discharged, and that the Treasurer is authorized and directed to transfer all moneys in the Escrow Fund to the Entity or such other disposition as may be agreed by the State and the Entity; or
 - (ii) receipt by the Treasurer of a written certificate of the State, signed by the appropriate representatives thereof as identified in paragraph 5(c) hereof, stating that at least 12 months have expired from the date of this Agreement and that all remaining moneys in the Escrow Account are to be transferred to the State as a prepayment on the Bond purchased by the State or such other disposition as may be specified by the State.
6. This Agreement may be modified or amended only by a written Amendment attached to this Agreement and signed by the parties to this Agreement.

DATED this 23 day of MAY, 2016.

Entity: Tooele County

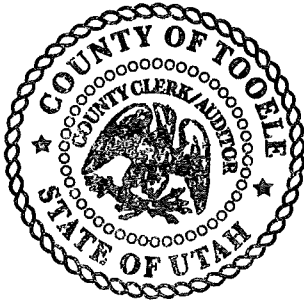
By: Wade B. Bitner

Title: Commission Chairman

Attest and Countersign:

By: Marilyn K. Lulleth

Title: Clerk / Auditor



State: Division of Water Quality

By: _____

Title: _____

By: _____

Title: _____

Accepted:

Utah State Treasurer

By: _____

Title: _____

EXHIBIT A

Fees due to State Treasurer as Escrow Agent

Maximum annual fee is 10 basis points (one-tenth of one percent (.001)) applied to the average daily balance in each account. The fee is assessed monthly based on the actual number of days in the month divided by 360 days.

Minimum annual fee is zero.

The Treasurer intends to deduct the administrative fee from gross earnings of each account before crediting earnings to the account(s). The amount of such fees is not reflected on monthly statements to the Entity, and is payable only from gross earnings on the account(s).

Entity shall not be liable to the Treasurer for any other costs or expenses for usual services. Usual services include:

1. Acceptance of funds delivered for deposit.
2. Deposit of funds and issuance of Treasurer's Receipt.
3. Investment of all funds delivered to Treasurer.
4. Credit net interest earnings to designated account(s) on a monthly basis.
5. Reimburse entity for project costs pursuant to receipt of a written authorization and request properly signed and delivered to the Treasurer.
6. Prepare and deliver to Entity and State a monthly accounting showing all deposits, withdrawals, interest credits and rate, ending balance and average balance for each account.

Entity will be liable to the Treasurer for out-of-pocket expenses resulting from any additional or extraordinary service Treasurer is requested to render and reasonably incurs in connection with additional or extraordinary services.

EXHIBIT B - 1

WRITTEN AUTHORIZATION AND REQUEST FOR REIMBURSEMENT
FROM ESCROW FUND

TO: The Utah State Treasurer, as Escrow Agent (the "Treasurer").

DATE: _____

WRITTEN REQUEST NO. _____

I, the undersigned authorized officer of _____, (the "Entity"), do hereby certify and request to the Treasurer as follows:

1. Pursuant to the provisions of the Escrow Agreement by and between the Entity, the State and the Treasurer dated _____, (the "Escrow Agreement"), the undersigned hereby authorizes and requests a reimbursement from the Escrow Account to pay the amounts shown on the attached Payment Schedule.
2. Each payment proposed to be made as set forth on the Payment Schedule has been incurred and is a proper charge against the Escrow Account.
3. To the extent that the payment of any item set forth on the Payment Schedule is for other than work, materials, equipment or supplies, in connection with this authorization and request, the undersigned certifies that each payment proposed to be made on the Payment Schedules is a proper charge against the Escrow Account, is a reasonable amount and has not been heretofore included in a prior Written Authorization and Request for Reimbursement for the Escrow Account.
4. This Written Authorization and Request, including the Payment Schedule attached hereto, be conclusive evidence of the facts and statements set forth herein.
5. A copy of this Written Authorization and Request is being kept on file in the official records of the Entity.

The terms used herein, which are defined in the Escrow Agreement, shall have the respective meanings therein assigned to them.

By: _____

Title: _____

EXHIBIT B-2

I/we, the undersigned authorized officer(s) of the State, do hereby certify and request to the Treasurer as follows:

1. I/we have reviewed the foregoing statements of the authorized officer of the Entity attached hereto, and on behalf of the State approve the request for payment from the Escrow Fund made therein; provided that the State has not independently verified the statements of such authorized officer of the Entity attached hereto and makes no representations or certifications with respect thereto.
2. A copy of this Written Authorization and Request is being kept on file in the official records of the State.

The terms used herein shall have the same meanings assigned to them in the attached statements of the authorized officer of the Entity.

Dated the date appearing at the top of the attached statements of the authorized officer of the Entity.

State: Division of Water Quality

By: _____

Title: John Mackey, P.E., Engineering Section Manager

EXHIBIT B - 3

REIMBURSEMENT SCHEDULE

Check No.	Person or Firm	Amount	Purpose
-----------	----------------	--------	---------

Reimbursement for the above listed payments totaling \$_____ is to be made to _____ ("Entity") by transfer of funds from the Escrow Account (PTIF# _____) to:

(CHECK ONE):

_____ Entity's general account in the Public Treasurer's Investment Fund (PTIF# _____); or to

_____ Entity's checking account at _____ ("Bank").
Account number _____.

RETAINAGE REQUEST

In addition to the above listed reimbursement, transfer the following retainage amounts:

From Escrow Acct.#	To Retainage Acct.#	For Contractor (name)	#Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contact Person at time of Wire Transfer

_____ (name) Phone: _____