

**INTERLOCAL AGREEMENT**  
**CONCERNING COUNTY SERVICES DURING REHABILITATION OF THE**  
**GOSHUTE TWENTY-SEVEN (27) UNIT HOUSING REHABILITATION PROJECT**

**THIS INTERLOCAL AGREEMENT** made and entered into by and between the **TOOELE COUNTY** (hereinafter "**Tooele**"), a county in the State of Utah, and the **Goshute Housing Authority** (hereinafter "**GHA**").

**WITNESSETH:**

**WHEREAS**, the County Commission of **TOOELE** has determined it is in the County's interest to provide the services set \_\_\_\_\_ forth herein to promote public health and safety and promote cooperation and \_\_\_\_\_ relationship between the entities entering this agreement; and,

**WHEREAS**, **GHA** constitutes a "Public Agency" for purposes of this agreement pursuant to **UTAH CODE ANN. §11-13-212** and **GHA** has determined that has authority to enter this agreement under its constitution and governing documents and that it would be in its best interests to enter this agreement; and,

**WHEREAS**, **UTAH CODE ANN. §11-13-212** provides that one or more public agencies may contract with another public agency to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform;

**NOW, THEREFORE**, pursuant to the authority of **UTAH CODE ANN. §11-13-212** and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**ARTICLE I**  
**LIMITED SCOPE OF AGREEMENT**

This agreement is applicable solely to the existing project of rehabilitation of twenty-seven homes on the Confederated Tribes of the Goshute Reservation by **GHA**. Concerning said project, **GHA** will utilize the following guidance service(s) of **Tooele** (hereafter referred to solely as "services"): guidance from the **Tooele** Building Department, in accordance with specified **Tooele** building codes and standards used by **Tooele** for similar projects located in the County, provide guidance for review and recommendations of approval of construction plans and specifications, and provide guidance for inspections of construction in progress. The codes applicable to the guidance from **Tooele** are the:

- 2015 International Building Code
- 2015 International Residential Code
- 2015 International Mechanical Code
- 2015 International Plumbing Code
- 2015 International Fuel Gas Code
- 2015 International Energy Conservation Code
- 2014 National Electrical Code

and any subsequent codes adopted by **Tooele** during the term of this agreement to supersede or replace such codes.

**ARTICLE II**  
**LIMITED SCOPE OF SERVICES**

Under this agreement, **TOOELE** is providing the above-stated services only. It is understood that **TOOELE** does not have jurisdiction to enforce laws, codes or ordinances upon the land of **GHA** where the project is located. Compliance with the guidance provided by **TOOELE** will be required, if at all, solely by the authority of **GHA**. **GHA** shall, at all times, remain solely responsible for the workmanship, materials, and completion of the project to any required plans, standards, codes or laws. No services by **TOOELE** other than that specifically enumerated herein is contemplated under this Agreement. **TOOELE** has the discretion to determine the nature and level of the services it provides under this Agreement, to include the personnel and the method by which the services are provided.

**ARTICLE III**  
**TERM**

This Agreement shall become effective upon execution by the parties and the Term of this Agreement shall end upon the completion of the Housing Rehabilitation Project, unless earlier terminated as provided herein.

**ARTICLE IV**  
**OBLIGATIONS OF GHA**

**GHA** agrees to the following in consideration for the provision of services by **TOOELE** under this Agreement:

1. **GHA** shall pay to **Tooele** a flat rate of \$700.00 per day for the costs of the inspections and other tasks performed at the same rate and under the same conditions as for other similar projects within the County which are under the **Tooele's** jurisdiction.

2. **Tooele** will provide notice to **GHA** of any revised schedule of fees prior to the date upon which the revised schedule of fees becomes effective. Upon termination of this Agreement, the County will provide the **GHA** with an itemized statement indicating the services fee due, together with a listing of all services provided during the applicable preceding time frame. The services fee(s) shall be paid within thirty (30) days of the date of mailing of the invoice by **Tooele**.

3. In no event shall **Tooele** have any obligation to continue to perform under this Agreement unless the **GHA** has timely delivered payment to **Tooele** for the services fee in the manner provided herein.

4. **GHA** shall cooperate with **Tooele** with respect to the County's performance of the herein described services, including, but not limited to, complying with reasonable directions and requests from County personnel.

**ARTICLE V**  
**EQUIPMENT AND PERSONNEL**

**Tooele** may furnish vehicles and other equipment reasonably necessary to provide the services required of it by this Agreement. Moreover, **Tooele** will, at its discretion, furnish support personnel as may be reasonably necessary to provide the services required of it by this Agreement.

**ARTICLE VI**  
**SUPERVISION AND REPRESENTATIVES**

**Tooele** will have the exclusive right to supervise all County personnel, employees,

officers, agents and designees engaged by it in the performance of services in relation to this Agreement. **Tooele** and **GHA** will each select one individual who will act as that party's representative in relation to this Agreement. Changes in representatives, or limitations or expansions of the authority of a representative, may be made from time to time by either party. Notice of any such changes shall be directed to the other party in writing. In the event such notice is not provided, the party that has not been provided such notice may properly assume that no change has taken place with respect to the other party's representative.

The initial representative of Tooele will be \_\_\_\_\_ Building Official. The initial representative of **GHA** will be Soraya Henriod, Goshute Housing Authority Chairperson.

#### **ARTICLE VII** **ASSIGNMENT**

A party to this Agreement may not assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other person without the prior written consent of the other party. Any such assignment made without the other party's consent shall be void and the attempted assignment shall constitute a material breach of this Agreement.

#### **ARTICLE VIII** **BREACH, DEFAULT AND TERMINATION**

##### **A. Breach, Default and Termination**

Breach of any of the terms of this Agreement shall constitute a default under this Agreement. If the party in breach does not cure the default within thirty (30) days after notice thereof has been issued, the party not in breach may terminate the Agreement.

##### **B. Limitation of Damages**

Regardless of the nature of any claims made or liabilities asserted for any breach, default, or other claim arising out the performance or non-performance of this agreement by Tooele, in no event shall Tooele be liable to GHA or any third party for any sums in excess of the sums paid to **Tooele** for the services provided herein. **GHA** shall indemnify and hold **Tooele** harmless for any claims, liabilities or damages to **GHA** or a third party arising out of this agreement which are in excess of this limitation of damages.

##### **C. Termination**

Either party may terminate this agreement with or without cause upon thirty (30) days written notice. Upon termination of this agreement or expiration of the term of this agreement, **Tooele** will return all documents and equipment in its possession, if any, of **GHA** to **GHA**, and **GHA** will return or allow **Tooele** to retrieve all **Tooele** property in the possession of **GHA**, if any. Upon delivery to **GHA**, any writings delivered by **Tooele** to **GHA** in furtherance of **Tooele's** performance under this agreement thereby becomes the property of **GHA**, although nothing prohibits **Tooele** from keeping, maintaining and retaining copies of the same.

**ARTICLE IX**  
**COMPLIANCE WITH LAWS**

Tooele will comply with all applicable laws of the State of Utah and ordinances of the County of Tooele. GHA will comply with all applicable laws and ordinances of GHA in their performance under this Agreement.

**ARTICLE X**  
**GENERAL PROVISIONS**

**A. Force Majeure**

Any party to the Agreement is excused from default of performance because of conditions not the fault of and beyond its control, such as war, strikes, riots, civil insurrections and acts of God.

**B. Rights, Remedies and Benefits Cumulative**

It is agreed that each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative, and shall not be exclusive of any other rights, remedies and benefits allowed by law or under this agreement.

**C. Waivers**

One or more waivers of any covenant, agreement or condition of default regarding provisions of this Agreement by any party shall not be construed as a waiver of a further breach of the same covenant, agreement, condition or the right of such party thereafter to enforce each and every provision.

**D. Immunities**

GHA does not waive any sovereign immunity except as necessary for enforcement of the specific terms of this Agreement. Nothing contained herein shall be construed as giving rise to any third-party cause of action against the Tooele or GHA. Moreover, nothing in this agreement shall be construed as creating a joint venture or other legal entity between the parties and each party hereto fully remains a separate legal entity and identity.

**E. Notices**

Under this Agreement, whenever provision is made for notice of any kind, it shall be deemed sufficient notice, and service thereof if the said notice is in writing and is deposited in the mail in a properly stamped envelope to be delivered by certified mail, addressed as follows:

If to **TOOELE:**

Attention: \_\_\_\_\_, County Building Official  
Tooele County Building Department  
47 South Main Street #213  
Tooele, Utah 84074

If to **GHA:**

Attention: Soraya Henriod, Housing Chairperson  
Goshute Housing Authority  
700 Whiskey Road  
Ibapah, UT 84034

Changes in the respective addresses to which such notices shall be directed may be made from time to time by any party. Notice of any such change in address shall be directed to the other parties in writing by certified mail.

#### **F. Applicable Law, Jurisdiction and Venue**

This Agreement, claims arising in relation to this Agreement and the rights of the parties hereunder shall be interpreted under the applicable laws of the Confederated Tribes of the Goshute Reservation; otherwise applicable laws of the State of Utah, shall have jurisdiction and venue over any disputes arising under this Agreement. This section is not intended to affect the sovereign status of **GHA** with respect to any matters unrelated to this agreement but is merely intended to provide a common forum for resolution of all disputes between the parties.

Any dispute arising between **GHA** and contractors of the project shall have no effect upon the construction or interpretation of any part of this Agreement.

#### **G. Paragraph Headings**

The paragraph headings of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

#### **H. Entire Agreement**

This document contains the entire Agreement of the parties hereto with respect to matters covered hereby, and no other agreement, statement or promise made by any party hereto, or agent of such party, which is not contained herein, shall be binding or valid. No purported modification, amendment or other change in this Agreement shall be valid unless set forth in writing and signed by **Tooele** and **GHA**.

#### **I. Invalid Provisions**

The parties agree that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity hereof shall in no way affect any other provision in this Agreement if the provision does not materially prejudice **Tooele** or **GHA** in their respective rights and obligations hereunder and to that extent the provisions of this Agreement are severable.

#### **J. Waiver of Performance**

The failure of any party to insist in any instance upon a strict performance by the other party of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in the Agreement, shall not be considered a waiver thereof, and the same shall continue and remain in full force and effect. No waiver by any of the parties of any provision, term, covenant, reservation, condition or stipulation contained in this Agreement shall be deemed to have been made in any instance unless expressed in the form of a resolution by the respective governing body.

**ARTICLE XII**  
**ADDITIONAL PROVISIONS**

**A. Duties of GHA and Tooele County After Expiration or Termination of Agreement**

Upon expiration, or earlier termination, the parties shall have no continuing obligations other than those expressly provided for in this Agreement.


**B. Attorney Fees and Costs to Prevailing Party**

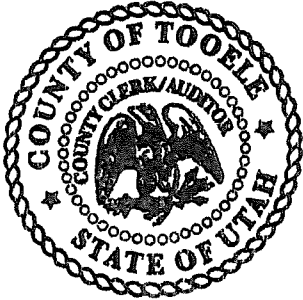
In the event of litigation between any of the parties hereto arising from a breach or default of this Agreement, the prevailing party shall be entitled to recover attorney fees and costs incurred in connection with the litigation.

**IN WITNESS WHEREOF**, this instrument has been executed on the date and year first above written heretofore duly and legally adopted by each of the parties.

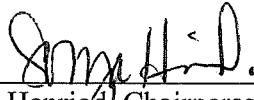
**County of Tooele:**

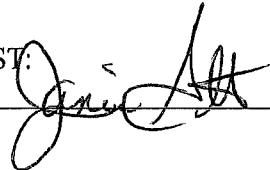
By:   
SHAWN MILNE, Commissioner

ATTEST:  
By: , County Clerk



**Confederated Tribes of the Goshute Reservation (CTGR) -  
Goshute Housing Authority**

By:   
Soraya Henric, Chairperson Goshute Housing Authority

ATTEST:  
By: , Housing Secretary

This form is available electronically.

Form Approved – OMB No. 0505-0025  
Expiration Date: 04/30/2019

AD-3031

**U.S. Department of Agriculture**  
**ASSURANCE REGARDING FELONY CONVICTION**  
**OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS**

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552(a)—as amended). The authority for requesting the following information for USDA agencies and offices is in sections 745 and 746 of the Consolidated Appropriations Act, 2016, Pub. L. 114-113, as amended and/or subsequently enacted. The information will be used to document compliance with appropriations restrictions.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number of this information collection is 0505-0025. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

This award is subject to the provisions contained in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, Division E, Title VII, sections 745 and 746, as amended and/or subsequently enacted for U.S. Department of Agriculture (USDA) agencies and offices regarding corporate felony convictions and corporate federal tax delinquencies.

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

*Wade B. Pitman*

\_\_\_\_\_  
APPLICANT'S SIGNATURE (BY)

*CHAIRMAN*

\_\_\_\_\_  
TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY

*TOOELE COUNTY COMMISSION*

\_\_\_\_\_  
BUSINESS NAME

*11-13-2018*

\_\_\_\_\_  
DATE SIGNED (MM-DD-YYYY)

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.*

**Application for Federal Assistance SF-424**

**\* 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

**\* 2. Type of Application:**

- New
- Continuation
- Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

10/01/2018

**4. Applicant Identifier:**

SKULL VALLEY GOSHUTE PL566

**5a. Federal Entity Identifier:**

**5b. Federal Award Identifier:**

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

SKULL VALLEY GOSHUTE PL566

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

STC-11966427-02/FED 87-6000317

**\* c. Organizational DUNS:**

0946502490000

**d. Address:**

**\* Street1:**

47 South Main, 3rd Floor

**Street2:**

**\* City:**

TOOELE

**County/Parish:**

**\* State:**

UT: Utah

**Province:**

**\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

840740000

**e. Organizational Unit:**

**Department Name:**

TOOELE COUNTY COMMISSION

**Division Name:**

TOOELE COUNTY COMMISSION

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**

Mr.

**\* First Name:**

WADE

**Middle Name:**

B.

**\* Last Name:**

BITNER

**Suffix:**

**Title:**

CHAIRMAN

**Organizational Affiliation:**

**\* Telephone Number:**

(435) 843-3150

**Fax Number:**

(435) 843-3400

**\* Email:**

WBITNER@TOOELECO.ORG



**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

**\* Other (specify):**

**\* 10. Name of Federal Agency:**

USDA-Natural Resources Conservation Service (NRCS)

**11. Catalog of Federal Domestic Assistance Number:**

10.904

**CFDA Title:**

Public Law 83-566 - Watershed Protection and Flood Prevention Act, 1954 as amended.

**\* 12. Funding Opportunity Number:**

NR.AI.WSOP.49.1012.18XXT

**\* Title:**

SKULL VALLEY GOSHUTE PL566

**13. Competition Identification Number:**

NR.AI.WSOP.49.1011.18XXT

**Title:**

SKULL VALLEY GOSHUTE PL566

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

SKULL VALLEY GOSHUTE TRIBE RESERVATION - PL566 WATERSHED PLAN-EA

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="270,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="270,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative: 

\* Date Signed:

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE CHAIRMAN
APPLICANT ORGANIZATION TOOELE COUNTY COMMISSION	DATE SUBMITTED 11-13-2018

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**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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) If any funds other than 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 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 complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 than \$100,000 for each such failure.

TOOELE COUNTY COMMISSION

Organization Name

Skull Valley PL566 Watershed

PR/Award Number or Project Name

WADE B. BITNER, CHAIRMAN

Name and Title of Authorized Representative

Signature

*Wade B. Bitner*

*13 NOVEMBER 2019*

Date

## BUDGET INFORMATION - Non-Construction Programs

### SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. PL566 - WATERSHED PROTECTION AND FLOOD PREVENTION (Operations)		\$	\$	270,000.00	\$	270,000.00
2.						
3.						
4.						
5. Totals		\$	\$	270,000.00	\$	270,000.00

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	PL566 - WATERSHED PROTECTION AND FLOOD PREVENTION (Operations)				
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)					\$
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$	\$	\$	\$	\$
7. Program Income	\$	\$	\$	\$	\$

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**SECTION C - NON-FEDERAL RESOURCES**

(a) Grant Program		(b) Applicant		(c) State		(d) Other Sources		(e) TOTALS	
8.	FL566 - WATERSHED PROTECTION AND FLOOD PREVENTION (Operations)	\$	\$	\$	\$	\$	\$	\$	\$
9.									
10.									
11.									
12.	TOTAL (sum of lines 8-11)	\$	\$	\$	\$	\$	\$	\$	\$

**SECTION D - FORECASTED CASH NEEDS**

		Total for 1st Year			
		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13.	Federal	\$ 160,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
14.	Non-Federal	\$			
15.	TOTAL (sum of lines 13 and 14)	\$ 160,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b) First	(c) Second	(d) Third	(e) Fourth
16.	FL566 - WATERSHED PROTECTION AND FLOOD PREVENTION (Operations)	\$ 160,000.00	\$ 110,000.00	\$	\$
17.					
18.					
19.					
20.	TOTAL (sum of lines 16 - 19)	\$ 160,000.00	\$ 110,000.00	\$	\$

**SECTION F - OTHER BUDGET INFORMATION**

21. Direct Charges:

22. Indirect Charges:

23. Remarks: