



State of Utah

GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

Department of  
Environmental Quality

Alan Matheson  
Executive Director

DIVISION OF WATER QUALITY  
Erica Brown Gaddis, PhD  
Director

**FILE COPY**

November 28, 2018

Alison Weyher  
Salt Lake County  
2001 South State Street N-3100  
Salt Lake City, UT 84190

Ms. Weyher:

Subject: Salt Lake County-Emigration Canyon Restrooms (#N1914)  
FY19 Executed Copy of Utah Nonpoint Source Grant

Please find enclosed the fully executed copy of FY2019 Nonpoint Source Grant Agreement awarded to Salt Lake County. Invoices for expenditures may be submitted to:

Utah Division of Water Quality  
Attn: Marsha Case  
PO Box 144870  
Salt Lake City, Utah 84114-4870

If you have any questions or concerns regarding this grant, please feel free to call me at 801-536-4315.

Sincerely,

Marsha Case  
Contract/Grant Analyst

**DWQ-2018-013593**

Enclosure: FY19 Grant Agreement

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FILE: FY19 NPS Salt Lake County-Emigration Canyon Restrooms (#N1914)

#N1914  
FY 2019 NONPOINT SOURCE GRANT AGREEMENT

WATER QUALITY HARDSHIP GRANT FUND

STATE OF UTAH

Department of Environmental Quality  
Division of Water Quality

This Grant 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

**SALT LAKE COUNTY**  
**Emigration Canyon Restrooms**

(hereinafter the "GRANTEE"), applicant for a Hardship Grant under the Water Quality Board provisions contained in Title 73, Chapter 10C, Utah Code Annotated (hereinafter the "Act"). Pursuant to the provisions of the Act, 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 on the application of the GRANTEE, the following, that:

1. The GRANTEE is a political subdivision, individual, corporation, association, state or federal agency, or other private entity pursuant to Utah Code Ann. § 73-10c-4.5 (1) that intends to acquire, construct, or implement a nonpoint source project as defined in Utah Code Ann. § 73-10c-2(9);
2. The proposed project has been determined to meet nonpoint source or wastewater project grant/loan considerations;
3. The project has been determined by the BOARD to not be economically feasible unless grant assistance is provided; and
4. The GRANTEE has been authorized by the BOARD pursuant to Utah Code Ann. § 73-10c-4(7) 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.

## GENERAL PROVISIONS

1. The BOARD shall provide the GRANTEE the amount of \$40,000 ("Grant Amount") for the completion of the Project as described in the Plan of Work.
2. The agreement shall be: Effective from JULY 1, 2018 ("Effective Date") and shall Expire JUNE 30, 2021 ("Expiration Date").
3. If work on the Project is not completed by the Expiration Date, this Grant Agreement may be canceled by written notice from the BOARD to the GRANTEE. No work completed after receipt of the notice shall be reimbursable.
4. The GRANTEE shall comply with any special grant provisions identified herein.
5. The GRANTEE shall notify the BOARD in writing of any proposed modification to the Project that alters the Plan of Work and/or Grant Amount. Any such alternation must be approved in advance by the Board, and the Grant Amendment must be amended pursuant to Paragraph 10, below. If approval is not obtained prior to work being performed, the cost of the proposed modification will be disallowed.
6. The GRANTEE shall comply with all laws that normally govern its affairs in regard to contracts, fiscal procedures, and procurement procedures.
7. Within 45 days after the final grant invoice has been submitted for payment, GRANTEE shall submit to DWQ a "Final Report" for the Project prepared in accordance with DWQ's "Guidance for 319 & State NPS Grant Final Reports."
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 Grant 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 Agreement 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 Grant Agreement or other contracts to GRANTEE until recoupment of overpayment is made.

11. This Grant Agreement 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 Grant Agreement.
12. If it is determined that in any manner this Grant Agreement 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. When the GRANTEE is the Utah Department of Environmental Quality, paragraphs 8 and 9 of the General Provisions of this agreement shall not apply and will not be considered part of this Grant Agreement. When the GRANTEE is an agency of the State of Utah other than the Utah Department of Environmental Quality, the references to the State of Utah in paragraphs 8 and 9 of the General Provisions shall be considered to mean only the Utah Department of Environmental Quality, the Division of Water Quality, and the BOARD.

## PLAN OF WORK

This project will grade, excavate the site and install a two-stall vault restroom facility at the intersection of Pinecrest Road and Emigration Canyon Road,. The facility will be self-contained and will not have water or power.

EXECUTION

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


IN WITNESS WHEREOF, the parties sign and cause this Grant Agreement to be executed. By signing this Grant Agreement, each party represents that the person executing this Grant Agreement has been duly authorized to do so.


GRANTEE

STATE

SALT LAKE COUNTY  
2001 SOUTH STATE ST, N3-600  
SALT LAKE CITY, UT 84114

APPROVED - UTAH WATER QUALITY BOARD

By:   
Applicant

By:   
Carl Adams, Manager  
Watershed Protection Section

Conditionally approved as to form:\*

Ryan Lambert

Digitally signed by Ryan Lambert  
DN: dc=org, dc=kcounty, ou=Departments,  
ou=District Attorney, ou=Users, ou=GC,  
cn=Ryan Lambert,  
email=RLambert@slco.org  
Date: 2018.10.30 11:10:07 -06'00'

Salt Lake County District Attorney's Office

\*See cover letter dated 10/30/18