STATE OF UTAH
CONTRACT AMENDMENT

AMENDMENT #: 1 CONTRACT #: 20-0309 CONTRACT ADMINISTRATOR: Gayle Gardner
CONTRACT TITLE: Uintah Basin Railway Planning - Phase II

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah,
DEPARTMENT OF WORKFORCE SERVICES, HOUSING & COMMUNITY DEVELOPMENT DIVISION, Permanent
Community Impact Fund (CIB), referred to as STATE and Seven County Infrastructure Coalition, referred to as
CONTRACTOR

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract Period:
   06/13/2019 (Original Start Date)  05/31/2021 (Original End Date)  N/A  New End Date

2. Contract Amount:
   $21,400,000.00 (Current Contract Amount)  (N/A)  New Contract Amount

3. Scope of Work Change:  (N/A)

4. Budget Change:  (N/A)

5. Effective Date of Amendment:  09/09/2020

6. Special Notices:
   Amending the contract to revise Attachment B concerning Intellectual Property Rights.

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

Michael A. McKinley  9-22-20

Contractor’s Signature

9-22-20

Date

Brad Gittorocks
Type or Print Name and Title

STATE

Jonathan Hardy (Sep 23, 2020 17:02 MDT)
Jonathan D. Hardy, Director
Housing & Community Development Division
09/23/2020

Date

RECEIVED AND PROCESSED
BY DIVISION OF FINANCE

Director, Division of Finance
09/24/2020
ATTACHMENT B
PROGRAM TERMS AND CONDITIONS
PERMANENT COMMUNITY IMPACT FUND

1. Permanent Community Impact Fund Board Findings of Fact:
   The CONTRACTOR is an applicant under the Permanent Community Impact Fund provisions contained in Utah Code Ann. Section 35A-8-301 to 307. Under its provisions and the powers and functions of the Permanent Community Impact Fund Board (the BOARD), based upon the formal application of the CONTRACTOR, the evidence provided by the CONTRACTOR 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 CONTRACTOR, it is determined that:
   a. Under UCA Section 35A-8-305, the CONTRACTOR:
      1. Is a State agency or subdivision; who is or may be socially or economically impacted, directly or indirectly, by mineral resource development;
      3. Is seeking monies for planning, construction and maintenance of public facilities, or the provision of public services;
      4. Meets and complies with the criteria set by statute and by the BOARD for the providing of money to applicants; and
      5. Has been prioritized in comparison with other applicants, and the order of payment has been determined, and this contract is appropriate.
   b. Under UCA Section 35A-8-307, the BOARD has reviewed the usages of the funds allocated to the CONTRACTOR, and that the usages are within the proper purposes of Section 35A-8-301 to 307, and the Federal Mineral Leasing Act of 1920, 30 U.S.C. Section 191; and under the Rules of the Permanent Community Impact Fund Board, Rule R990-8, the allocation of money to the CONTRACTOR is within the proper prioritization of the BOARD and meets all the criteria and requirements of the rules and statutes involved.

2. Payment by the STATE is subject to availability of state funds.

3. The CONTRACTOR shall apply to the STATE in writing for any proposed modification to the Project which alters ATTACHMENT D – SCOPE OF WORK and/or total CONTRACT AMOUNT. Proposals will be reviewed by staff, and if appropriate, brought before the Permanent Community Impact Board. The STATE reserves the right to reject proposed changes to the SCOPE OF WORK and/or the cost of the proposed modification and to request return of its funds if such changes are made without written STATE and/or BOARD approval. This in no way should be construed to allow any surplus funds to be expended on items not related to the specifically approved Project.

4. The CONTRACTOR agrees to submit for reimbursement only those expenses allowed under the scope of work and authorization from the BOARD. The Fund reserves the right to reject reimbursement requests for ineligible expenses. The STATE shall re-capture and CONTRACTOR shall repay any funds disbursed to CONTRACTOR that are not used by CONTRACTOR for the approved Project or used for any purpose in violation of the terms of this contract or in violation of the law.

5. The CONTRACTOR shall comply with all laws which normally govern its affairs in regard to contracts, fiscal procedure, and fair bidding procedures.

6. If work on the Project has not commenced within 90 days after having received final approval, then this contract may be canceled by written notice from the STATE to the CONTRACTOR. No work completed after receipt of the notice shall be reimbursable. The Project must be completed within the specified contract period.

7. In order for the STATE to comply with its duties under UCA Section 9-8-404, the CONTRACTOR agrees that if any district, site, building, structure, or specimen that is included in or eligible for inclusion in the National Register of Historic Places or the State Register ("cultural/paleontological resources") is discovered during the Project the CONTRACTOR shall immediately stop all construction on the Project.
which may affect or impact the cultural/paleontological resources and notify the STATE of the discovery. The CONTRACTOR may not proceed with the Project until it receives further approval from the STATE, which approval may only occur after the STATE takes into account the effects of the Project on cultural/paleontological resources, which may require or result in modification of the Project. The CONTRACTOR further agrees that it shall notify the Utah Division of State History of the discovery and comply with all of the requirements of the Utah Division of State History, including obtaining a permit, if necessary, prior to proceeding further with those portions of the Project which may affect or impact the cultural/paleontological resource.

8. All interest accrued and/or allocated to these grant funds through this contract shall be deemed property of the Permanent Community Impact Fund and shall be returned to the Fund.

9. The CONTRACTOR agrees to comply with the fiscal reporting requirements in Utah Code Sections 51-2a-102 through 201.5, as amended.

10. The CONTRACTOR must abide by the program rules and regulations, as set out in the CIB Program Summary document, which can be accessed on the CIB website, under “Program Summary and Application”, or upon request from the Fund Manager.

11. The STATE shall not reimburse CONTRACTOR for legal expenses for ETJ Law or Eric Johnson in excess of $175,000 per year for work performed under this contract or any other contract between the STATE and CONTRACTOR. The STATE reserves the right to refuse reimbursement to CONTRACTOR for attorney time spent communicating with counsel for the CIB, or time spent on administrative tasks.

12. The STATE and DWS own and retain all right, title, and interest in and to all Intellectual Property Rights (per Contract Attachment A #20). Grantee may negotiate with a third party for the purchase, for fair market value, of the intellectual Property. Grantee may only negotiate with a third party that was located through an open procurement process. The STATE/DWS must review any settled purchase price for the Intellectual Property and may reject any sale for less than fair market value. The STATE/DWS will have five business days to conduct the review of the sale of the Intellectual Property.
   a. If Grantee receives payment for the Intellectual Property, within 10 business days of receipt of said payment, Grantee shall reimburse DWS the full fair market value for the Intellectual Property.

(Revised September 9, 2020)