AMENDMENT #: 1  CONTRACT #: 19-1736  CONTRACT ADMINISTRATOR: Brenda Brown
CONTRACT TITLE: Planning, Administrative, Operating Funding - Committed

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:
   04/04/2019 (Original Start Date)  03/31/2020 (Original End Date)  03/31/2023  New End Date

2. Contract Amount:
   $750,000.00 (Current Contract Amount)  $1,500,000.00  New Contract Amount

3. Scope of Work Change:  (See Attached Revised Scope of Work)

4. Budget Change:  (See Attached Revised Budget)

5. Effective Date of Amendment:  04/01/2021

6. Special Notices:
   Updating Amendment B and allocating Phase II supplemental grant 2nd Tranche $750,000 To 19-1736B
   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
APPROVED:  
Seven County Infrastructure Coalition

Organization Name

____________________________
By: Michael McKee (May 3, 2021 14:58 MDT)
Signature

Executive Director
Title

STATE
APPROVED:  
HOUSING & COMMUNITY DEVELOPMENT DIVISION

____________________________
By: Keith Heaton (May 3, 2021 15:49 MDT)
Signature

Director, Community Development
Title

UTAH STATE DIVISION OF FINANCE:
RECEIVED AND PROCESSED
BY DIVISION OF FINANCE
05/04/2021
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 any 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 *$215,000 per tranche 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.

(Revised April 28, 2021)
*The limit on legal expenses is increased from $175,000 per tranche to $215,000 ONLY through summary judgement - Case No. 200904912.
ATTACHMENT C - BUDGET

Seven County Infrastructure Coalition
Planning, Administrative and Operating Funding – Phase 2 – Tranche 2 April 2021

$750,000 contracted April 2019 – Reimbursement by Invoice
$750,000 contracted April 2021 – Reimbursement by Invoice
$750,000 TBD
$750,000 TBD

COST SHARING

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Total Project Cost</td>
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<td>Project Revenues</td>
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<td>Applicant Cash</td>
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<tr>
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<td>PCIFB Loan</td>
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<tr>
<td>PCIFB Grant</td>
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</tbody>
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Total Revenues $ 750,000.00

ESTIMATED BUDGET – 2nd Tranche

1. ADMINISTRATION includes:
   - Wages $ 487,000.00
   - Vehicle - gas & maintenance
   - Equipment & Supplies
   - Insurance
   - Travel Expenses
   - Legal & Technical Support
   - Accounting / Treasurer

2. PLANNING includes:
   - Engineering & Planning $ 263,000.00
   - Studies & Strategic Partnering

TOTAL $ 750,000.00

Previous Allotment from Tranche 1: $ 750,000.00

GRANDTOTAL: $ 1,500,000.00
ATTACHMENT D - SCOPE OF WORK

Planning, Administrative, Operating Funding - Phase 2 Scope of Work April 28, 2021 – 2nd Tranche $750,000

Phase II supplemental grant; up to $3,000,000 in four annual $750,000 increments, subject to annual review and re-approval, for planning, administrative and operational expenses.

This funding is supplemental to the scope of work the Board authorized in December 2017. Funding will be authorized in four installments in the amount of $750,000.00, subject to a progress report to the Permanent Community Impact Fund Board for re-approval of each tranche. Annual progress report must include verification of productive research and potential implementation of large projects which may be revenue-generating for the benefit of the seven counties represented in SCIC and the State of Utah. ***The CIB will reimburse legal expenses for the attorney on retainer - ETJ Law and/or Eric Johnson up to $215,000 per year for all work performed under this or any other contract between CIB and SCIC. Expenses for attorney overhead, administrative, clerical services, continuing legal education courses, attendance at conferences and disputatious discussions with CIB and/or CIB legal counsel are not eligible for reimbursement with CIB funding.

December 2017 – Scope of work for the SCIC admin contract – to identify, administer, and plan for, procure the funding for, permit, secure rights-of-way, own, and operate revenue producing infrastructure assets, or public facilities, or services that will benefit the region. Potential infrastructure projects include, but are not limited to, roads that may include tolling, rail, terminals to secure foreign markets for Utah’s coal and potentially other Utah products, pipeline projects, electrical projects, etc. The project consists of the identification and development of such infrastructure projects, including, but not limited to, administration and technical support to collect and compile a database of infrastructure resources for multiple counties within eastern Utah to include, highways, pipelines, rights-of-way, coal terminals, electrical, railroad lines, etc. Cataloging all existing utility infrastructure (gas, sewer, electric, telephone) to include current and future capacity; cost benefit analysis of future increased energy extraction, mineral exportation and delivery, current and future tax revenues, mineral lease revenues, etc.; environmental studies, transportation studies, petroleum and mineral extraction industries studies, testing and laboratory equipment, etc. This includes administration and the potential development of infrastructure projects.

SCIC responsibilities under this agreement – April 2021 2nd Tranche

1. Comply with all applicable Federal, State and local laws and regulations including the Utah Procurement Code, Title 63G, Chapter 6a.
2. It is incumbent on the SCIC Board to conduct a comprehensive review of all expenditures and activities funded through this contract to verify statutory eligibility of expenses and scope of work.
3. Under the terms and conditions of this contract, and consistent with GRAMA, SCIC shall make available to the CIB the following documents:
   a. A database of infrastructure resources collected in whole or in part with CIB funding and within the membership area of eastern Utah to include highways, pipelines, rights of way, coal terminals, railroad lines, utility infrastructure (gas, sewer, electric, telephone), and to include current and future capacity, cost/benefit analysis of investment of future funds, associated studies, and analysis of potential infrastructure projects.
   b. A one-, five-, and ten-year infrastructure development plan for new or expanded infrastructure within the membership area of eastern Utah, including highways, pipelines, rights of way, railroad lines, and utility infrastructure (gas, sewer, electric, telephone).
   c. All other documents, designs, studies, analysis, plans, maps or lists funded in whole or in part through this contract. The CIB acknowledges that the SCIC coordinates with and may receive proprietary information and other information that may not be public under GRAMA. The CIB will review requests from SCIC to protect information SCIC believes is private, protected, controlled, confidential or privileged. The CIB will comply with GRAMA and protect properly designated information accordingly.
   d. A copy of any and all executed contracts that are funded by the CIB.
4. SCIC shall notify the governing bodies of all affected associations of governments of proposed projects (and thereby all other affected public bodies) and place the proposed projects on the associated capital improvement lists.
5. The CIB requires all funding recipients to follow the State of Utah Procurement code. SCIC shall adhere to those policies and procedures the SCIC Board has approved and adopted. Any revisions to the approved SCIC policies and procedures must be provided to the CIB within 10 days of SCIC Board approval. As set forth in SCIC rules and regulations, the SCIC will additionally follow the below requirements when expending CIB funds:
6. Whenever the total service of a contract or purchase exceeds $10,000, the contract must be awarded through a competitive bidding or proposal process, with the exceptions set forth in the SCIC rules and regulations such as sole-source, emergencies, and services involving a high degree of professional skill.
7. RFPs shall be fair, competitive, and not designed to favor any particular applicant.
• All expenses must be within this scope of work.
• SCIC will provide written progress reports as specified by the CIB, to the Board upon request, but no less than semi-annually.
• CIB funds must be used as provided in federal and state law related to mineral lease funds.
• The SCIC must coordinate with the CIB and obtain CIB staff approval before any direct funds are expended on legislative matters to ensure the SCIC legislative purposes are consistent with State priorities.

***The increased amount corresponds to the April 28, 2021 revised #11 on Attachment B of the CIB contract for this amendment.