

Contract #: \_\_\_\_\_  
Project #: P109  
Amount: \$  
Grantee: Weber County  
Vendor #: \_\_\_\_\_

PLANNING GRANT

WATER QUALITY BOARD

STATE OF UTAH

Department of Environmental Quality  
Division of Water Quality

This planning 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

WEBER COUNTY

applicant for financial assistance 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 a planning grant is provided.
4. The GRANTEE has been authorized by the BOARD pursuant to Section 73-10c-4 (5) to receive a planning 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 **TBD but not to exceed \$265,000.00** (PLANNING 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, 2028** 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 an 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 planning grant amount.
6. The funds shall be deposited with other funds necessary to complete the project into a supervised escrow account after loan closing (if applicable). All disbursements 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 attorney's 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 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 Agreement.
12. If it is determined that in any manner the planning 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.

#### **SPECIAL GRANT PROVISIONS**

1. The Division of Water Quality must approve the engineering agreement and plan of study before the Agreement will be executed.
2. GRANTEE shall submit an RFP to the Division of Water Quality for approval.
3. This funding is a grant and will not be repaid.
4. The grant amount was based on the amount of the final engineering contract.

## 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 date set forth below. This contract will take effect upon approval as evidenced by the appropriate signatures.

### **ENTITY**

Weber County  
2380 Washington Blvd  
Ogden, Utah 84401

### **STATE**

**APPROVED - UTAH WATER QUALITY BOARD**

By: \_\_\_\_\_  
Sharon Bolos,                      Date  
Weber County Commission Chair

By: \_\_\_\_\_  
Kenneth M. Hoffman, P.E.,                      Date  
Assistant Executive Secretary

ATTEST:

**APPROVED - UTAH WATER QUALITY BOARD**

By: \_\_\_\_\_

By: \_\_\_\_\_

JURAT

DISTRICTS

STATE OF UTAH )

:ss

Weber County )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20, personally appeared before me Sharon Bolos, who being by me duly sworn did say she is the Commission Chair, respectfully, of Weber County of the State of Utah, and that the foregoing instrument was signed in behalf of said entity by authority of a motion of its governing body passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20 and said persons acknowledged to me that said service area executed the same.

\_\_\_\_\_  
Notary Public, residing at

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## Exhibit No. 1

### Work Description and Cost Breakdown

Weber County  
Planning Grant

#### **SCOPE OF WORK**

The Upper Ogden Valley is under significant development demands. One option under consideration is conveying wastewater from the Upper Ogden Valley to Central Weber Sewer Improvement District's (CWSID) wastewater treatment plant, which discharges to the Weber River. Conveyance of wastewater through the mountainous terrain would be technically challenging. The Feasibility Study would evaluate alternatives, impacts, and overall feasibility of this option. The impact of the additional load to the CWSID's existing system also needs to be evaluated before it accepts this additional load.

The Scope of Work for the Feasibility Study will contain the following elements:

1. Data Collection and Review
2. Conveyance Feasibility Analysis
3. Impacts to District's Systems
4. Feasibility Summary and Recommendations

#### **IMPLEMENTATION SCHEDULE:**

Weber County has prepared a draft Request for Proposals (RFP) such that as soon as funding is secured for the Feasibility Study, Weber County can solicit bids. This means that work on the study can begin within a month, and the study can be completed in the summer of 2026.

#### **COST ESTIMATE:**

Weber County is estimating it will cost between \$155,000 and \$265,000 to complete the Feasibility Study.