

A. LOUIS ZUNGUZE  
DIRECTOR  
BRENT B. WILDE  
DEPUTY DIRECTOR

**SALT LAKE CITY CORPORATION**  
DEPT. OF COMMUNITY DEVELOPMENT  
OFFICE OF THE DIRECTOR

ROSS C. "ROCKY" ANDERSON  
MAYOR

TRANSMITTED

AUG 29 2007

TO CITY COUNCIL

 CITY COUNCIL TRANSMITTAL

**TO:** Lyn Creswell, Chief Administrative Officer

**DATE:** August 28, 2007

**FROM:** Louis Zunguze, Community Development Director 

**SUBJECT:** New Grants

**STAFF CONTACTS:** Sherrie Collins at 535-6150 or [sherrie.collins@slcgov.com](mailto:sherrie.collins@slcgov.com)

**ACTION REQUIRED:** Adoption of Resolutions by City Council

**DOCUMENT TYPE:** Resolutions

**BUDGET IMPACT:** \$1,435,412.49 of Grant Revenue

**DISCUSSION:**

**Issue Origin:** Salt Lake City has recently received six new grants awarded by various organizations. The grants total \$1,435,412.49 in revenue. The grants were received from the US Department of Energy, Rocky Mountain Power, and the State of Utah.

**Analysis:** The U.S. Department of Energy (DOE), under the Solar America Initiative, has awarded the Salt Lake City Mayor's Office \$197,286.00 of grant funding to develop and implement a City- and County-wide plan that will facilitate a minimum of an additional ten megawatts of solar photovoltaic installation in governmental, commercial, industrial, and residential sectors by 2015. The plan will include a combination of barrier identification, research, and policy analysis and will include the input of various stakeholders throughout the City. These stakeholders include Salt Lake City, Salt Lake County, the State of Utah, Utah Clean Energy, Kennecott Land, Rocky Mountain Power, Needham Homes, and Ecos Consulting.

The \$197,286 of grant funds will be used as follows:

- \$178,326 for initiative activities such as a contract with Utah Clean Energy for the implementation and production of the "Solar Salt Lake" program and plan, advertising outreach efforts through Salt Lake County, a marketing material designer, printing of outreach brochures and designed packets, and website construction through the City's IMS Division;
- \$15,960 for salary and benefits for administrative grant management and oversight; and
- \$3,000 for travel by stakeholders to attend national and/or regional conferences.

The grant requires a 100% match, which will be satisfied with in-kind services provided by the City and the stakeholders. The amounts of in-kind services are as follows:

- \$59,800 of in-kind services from Utah Clean Energy;
- \$50,000.00 of in-kind services from Kennecott Land Company;
- \$45,000 of in-kind services from Rocky Mountain Power;
- \$18,488.00 in-kind salary and benefits of three Salt Lake City employees that include the Environmental Advisor to the Mayor, a Principal Planner in the Planning Division, and Senior City Attorney;
- \$13,998 of in-kind services from Salt Lake County;
- \$5,000 of in-kind services from Needham Homes; and
- \$5,000 of in-kind services from Ecos Consulting.

This grant funding is to be used over a two year period.

**Rocky Mountain Power (RMP)** has awarded Salt Lake City a \$125,000 grant to help support construction of a 25 kilo watt solar array for the Leonardo at Library Square. The purpose of this project is to promote and educate the public on the benefits of solar energy.

In accepting this award, the City agrees to allow RMP to conduct two facility tours per year to customers and guests, host a celebratory showcase at the facility after the project begins producing renewable energy, and include the City and facility in specific marketing materials used in promoting solar energy. Furthermore, to the extent the project is able to generate renewable energy credits, the City agrees for the life of the project to grant 50% of its share of the renewable energy credits for use within RMP's Blue Sky program.

The City must demonstrate by July 15, 2008 the source and amount of funds necessary for completion/construction of the project. If the City has not secured remaining funds needed, the City is required to return the \$125,000.00 to RMP. The project is currently in the initial planning stages led by the Mayor's Office of Environmental Affairs and the amount of additional funds needed or the source of those funds has not been identified.

**The State of Utah, under the U.S. Federal Emergency Management Agency (FEMA), Pre-Disaster Mitigation program**, has awarded Salt Lake City \$1,025,328 of grant funding for seismic retrofit and asbestos mitigation of the Library building located 209 East 500 South.

The City is currently in the pre-award stage of the environmental reviews required by the State and FEMA. Once the reviews are complete to the satisfaction of both agencies, the State will issue the grant award package, which will allow the City to move forward with design and construction. The Public Services Engineering Division anticipates that design and construction of this project will cost approximately \$2.5 million. The grant requires a 25% match. This grant funding is to be used over a two year period.

**The State of Utah, Commission on Criminal and Juvenile Justice**, has awarded Salt Lake City \$19,500 of grant funding for implementation of the Salt Lake City Video Surveillance Project.

With these funds, the Salt Lake City Police Department proposes to implement a video surveillance pilot program. The program will reimburse local businesses 50% of the cost of purchasing and installing a video surveillance system in or around their business. The Police Department will advertise this program through business license renewal forms and other forms of communication. Interested participants would be required to submit an application, and the selection of participants would be based on a defined threat assessment that considers criminal activity for the area of business.

This program will provide the Police Department with evidence for investigating and prosecuting crimes recorded by the cameras, and is expected to deter criminal activity where the cameras are located. The \$19,500 would provide reimbursement to approximately 13 businesses.

The grant requires a 100% match, which will be satisfied by the businesses purchasing 50% of the surveillance equipment. This grant has been awarded for a one year period.

**The State of Utah, Commission on Criminal and Juvenile Justice**, has awarded Salt Lake City a \$20,000 Federal Asset Forfeiture Award to be used by the Salt Lake City Police Department, Metro Narcotic Task Force.

The \$20,000 award will be used to purchase \$15,000 of equipment as follows:

- \$700.00: 1 - HP 2300 n Printer, to be used to print photographs taken during narcotic search warrants;
- \$5,400: 12 @ \$450 each - Eoech or Aimpoint Heads-up Weapon Sighting Systems, used in tactical entry situations by officers wearing protective or self-contained breathing apparatus;
- \$1,700: 40 @ \$42.50 each - NIK Test Cocaine Swabs, used to test surfaces for cocaine in child endangerment cases;
- \$4,195: 1 - LEA Backpack Repeater, boosts the signal of the transmitter's worn by undercover narcotic officers;
- \$1,596: 1 - LEA Transmitter, worn by undercover narcotic officers; and
- \$1,400: 1 - LEA Ballcap Transmitter, worn by undercover narcotic officers.

The remaining \$5,000 will be used as "buy money". There is no required match. This grant has been awarded for a one year period.

**The State of Utah, Office of Crime Victims Reparations**, has awarded the Salt Lake City Prosecutor's Office \$48,298.49 of grant funding. These funds are to be used to hire a court victim advocate to provide services to victims of domestic violence whose offenders have been criminally charged by the City Prosecutor's Office.

The court advocate will provide victims with in-court support and advocacy throughout the criminal justice process with specific focus on contacting and aiding all victims who will be subpoenaed to testify against their offenders. While the Police Department currently provides services to victims of domestic violence, they do not have sufficient resources to provide in-court victim support. Often, victims will not testify against their offenders due to fear of retaliation and/or other circumstances. It is envisioned that an in-court victim advocate will aid victims in making the right choices during the prosecution process.

The grant requires a 25% match; a portion of the salary and benefits of the Program Coordinator, Financial Monitor, and paralegal, as well as equipment purchased to support the court advocate, will satisfy this matching requirement. All positions and equipment are in-kind matches and accounted for within the applicable department's budget. The grant award is for a one year period.

***Recommendation:*** The Administration recommends the City Council adopt the necessary resolutions authorizing acceptance of these grants.

**PUBLIC PROCESS:**

These grants require no public process other than Council adoption by Resolution and a Public Hearing pertaining to the budget opening.

**RELEVANT ORDINANCES:**

None



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- Attachment E: Resolution - Authorizing Salt Lake City Corporation to enter into an Agreement with the State of Utah, U. S. Federal Emergency Management Agency.
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- Attachment G: Resolution - Authorizing Salt Lake City Corporation to enter into an Agreement with the State of Utah, Commission on Criminal and Juvenile Justice.
- Attachment H: State of Utah, Commission on Criminal and Juvenile Justice award letter and application for Police Video Surveillance Program.
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- Attachment K: Resolution - Authorizing Salt Lake City Corporation to enter into an Agreement with the State of Utah, Office of Crime Victim Reparations.
- Attachment L: State of Utah, Office of Crime Victim Reparations award letter and application for Prosecutors court advocate program.

Attachment A  
U.S. Department of  
Energy Resolution

RESOLUTION NO. \_\_\_\_\_ OF 2007

AUTHORIZING SALT LAKE CITY TO ACCEPT  
THE U. S. DEPARTMENT OF ENERGY, SOLAR AMERICA INITIATIVE GRANT

WHEREAS, Title 11, Chapter 13 Utah Code Ann., as amended, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached Agreement has been prepared to accomplish said purposes.

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

1. It does hereby authorize and approve of Salt Lake City Corporation accepting the \$197,286 grant from the U. S. Department of Energy for the purposes of:

Developing and implementing a City and County wide plan that will facilitate at least an additional ten megawatts of solar photovoltaic installation in governmental, commercial, industrial and residential sectors by 2015.

2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to receive said grant and execute any and all subsequent agreements between the City and other entities resulting from said grant on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively from the Agreement approved herein.

Passed by the City Council of Salt Lake City, Utah, this day \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Salt Lake City Council

By \_\_\_\_\_  
Chairperson

ATTEST:

Approved as to Form  
Salt Lake City Attorney's Office  
By: Melanie Neil  
Date: August 27, 2007

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Attachment B  
U.S. Department of  
Energy Award Letter  
and Application

**Salt Lake City Corporation**  
**CAMP DOCUMENT ROUTING FORM**  
**CITY SIGNATURE AND ACTIVATION PROCESS**

August 28, 2007

Contract Number:	<b>06-5-08-2777</b>	Project:	
Contractor:	<b>36397</b>	<b>U S DEPT OF ENERGY OFC OF SECURE</b>	
Contract Title:	US DOE GRANT AWARD DOCUMENTS		
Monitor:	SHERRIE COLLINS		

*Please complete your Step and forward to the next Step.*

STEP 1	ACCOUNTING DIVISION - Encumber Funds
<p><i>Award letter and application only</i></p> <p>Leave Blank For Date Stamp</p>	<p>I certify that funds are available. _____ Date</p> <p><b>OR</b> Accounting Signature _____ Date</p> <p>I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system.</p> <p align="center"><i>Loann Buf</i> 8/28/07 Accounting Signature _____ Date</p> <p>Funding Source: _____            Dept - Cost Center - Object Code \$ _____</p> <p>Attach additional paperwork if more funding sources are needed. Limit \$ _____</p>

STEP 2	CITY ATTORNEY'S OFFICE - Final Approval
<p>Leave Blank For Date Stamp</p>	<p>Attorney: <i>Melanie Reif</i> Insurance Required: N</p> <p>Perf Bond Required: N</p> <p>Pmt Bond Required: N</p> <p>This document has been approved as to form. _____</p> <p align="center"><i>Previously signed.</i> Attorney's Signature _____ Date</p>

STEP 3	MAYOR'S OFFICE - Sign Document
<p>Leave Blank For Date Stamp</p>	<p><b>INSTRUCTIONS:</b>  <u>Sign ALL documents.</u></p> <p>Authorized Signer: <i>Ross C. Anderson</i> Mayor            Name _____ Dept/Div. _____</p> <p align="center"><i>Previously Signed Application</i></p> <p><b>Forward ALL Signed documents to the Recorder's Office</b></p>

STEP 4	RECORDER'S OFFICE - Activate
<p>Leave Blank For Date Stamp</p>	<p><b>INSTRUCTIONS:</b></p> <p>When activated, keep 1 signed document, send other signed document(s) to:</p> <p><i>Sherrie Collins</i> <i>HA00</i> <i>6150</i>            Name _____ Department or Division _____ Phone _____</p>



## Department of Energy

Golden Field Office  
1617 Cole Boulevard  
Golden, Colorado 80401-3305

Dear Mr. Gates,

Congratulations! Based on a proposal review and selection process, Salt Lake City has been selected as a Solar America City, part of the U.S. Department of Energy's (DOE) Solar America Initiative. The Golden Field Office of the Department of Energy will be negotiating your award under the Solar America Initiative and will act as a partner in your efforts to implement your Solar America City proposal. In order to begin work on your groundbreaking solar project, a variety of steps need to be taken to finalize agreements, meet key participants, and begin work. The attached welcome packet contains key project contacts, general information about the type of financial and technical assistance you will be receiving, and resources to get you started.

The Solar America City winners are diverse and provide a national opportunity to increase awareness about solar. The Solar America City designation provides Salt Lake City an individual opportunity to "shine" in a time when renewable energy is receiving significant and positive media attention. For this reason, we want to encourage your media relations department to leverage the good news of your award with your constituents. The welcome kit also contains contact information for our Media Relations Specialist who can answer your city's media-related questions and refer you to a multitude of DOE media resources related to the Solar America Initiative.

Because of the high-profile nature of the Solar America City project and today's competitive solar markets, Salt Lake City may be contacted by a variety of solar vendors in the immediate future seeking to sell the city solar products or services. We advise that you allow the partnership between DOE and your city to commence first, including the development of a city-wide solar plan, before entering into any binding agreements for the purchase of solar products or services. This way we can together examine the best solar choices for Salt Lake City without legal purchase constraints that may limit options.

On behalf of the U.S. Department of Energy and the Solar Energy Technologies Program, I would like to express our sincere congratulations and appreciation for your leadership and participation in the Solar America Initiative Market Transformation activities and look forward to initiating this endeavor in Salt Lake City.

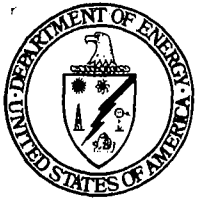
Technical questions concerning your project should be directed to the Project Officer, Margie Bates, at (303) 275-4845 or [margie.bates@go.doe.gov](mailto:margie.bates@go.doe.gov). Administrative questions regarding your pending award or the negotiation process should be addressed to Patrick Liles at (303) 275-4921 or [pat.liles@go.doe.gov](mailto:pat.liles@go.doe.gov).

Sincerely,

A handwritten signature in cursive script that reads "Margie Bates".

Margie Bates  
Project Officer

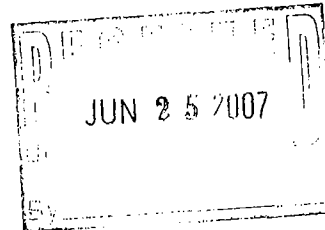




## Department of Energy

Golden Field Office  
1617 Cole Boulevard  
Golden, Colorado 80401-3305

June 20, 2007



Mr. Jordan Gates  
Environmental Advisor to the Mayor  
Office of the Mayor  
City of Salt Lake  
451 South State Street, Room 306  
Salt Lake City, UT 84111-3102

Dear Mr. Gates:

**SUBJECT:** Funding Opportunity Announcement Number DE-PS36-07GO97007, Solar America Initiative (SAI) Market Transformation: Solar City Strategic Partnerships  
Solar Salt Lake  
Pending Award Number: DE-PS36-07GO17067

After careful review of your application under the Solar City Strategic Partnerships Funding Opportunity, I am pleased to inform you that your application has been selected for negotiations leading to an award.

In order to expedite the negotiation process, further information is needed to clarify and supplement your application. Please submit the following information to Patrick Liles by July 16, 2007. On all documents submitted, please reference the pending award number listed above.

1. Please complete each of the following required forms, which are available on the Project Management Center website at <https://www.eere-pmc.energy.gov/forms.asp>
  - a. Budget Information – Non Construction Programs, SF 424A, if revisions are required due to any negotiations;
  - b. Revisions to the budget explanation, PMC 123.1, to accompany SF 424A changes, if required;
  - c. Financial Assistance Pre-Award Information Sheet, PMC 121.1  
**NOTE: Complete the PMC 121.1 form first and promptly email it under separate cover to me at the email address listed below;**
  - d. Financial Information, PMC 410.1;
  - e. Representation of Limited Rights Data and Restricted Computer Software;
  - f. SF-LLL Disclosure of Lobbying Activities;
  - g. Environmental Checklist, EF1. (This form should be completed on line at <https://www.eere-pmc.energy.gov/nepa.asp>); and
  - h. Statement of Project Objectives



2. Provide a detailed Project Management Plan (PMP) with go/no-go decision points and criteria. Elements of the PMP will be communicated during the pre-award conference call.

If you will be unable to provide the information by the date requested or have any questions concerning the requested information, please contact me immediately.

The Financial Assistance Regulations, found at <https://www.eere-pmc.energy.gov/forms.asp> , and the OMB Circulars, found at <http://www.whitehouse.gov/OMB/circulars/index.html> will assist you in understanding your requirements as an award Recipient.

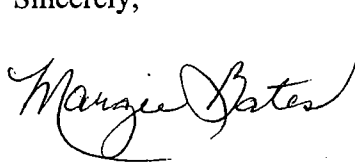
You may incur pre-award costs 90 calendar days prior to award without prior approval or more than 90 calendar days with the prior approval of DOE. All pre-award costs are incurred at your risk (i.e., DOE is under no obligation to reimburse such costs if for any reason you do not receive an award or if the award is less than anticipated and inadequate to cover such costs). All costs must be allowable in accordance with the applicable cost principles.

We would like to schedule a pre-award conference call on July 18, 2007, to address any questions you may have about the award and to discuss items related to your application submission. Please confirm your availability on that day or recommend an alternate date for the meeting.

On behalf of the Department of Energy, I would like to express sincere appreciation for your interest and participation in the Solar America Initiative. We look forward to initiating this worthwhile project with Salt Lake City.

Technical questions concerning your project should be directed to me at (303) 275-4845 or [margie.bates@go.doe.gov](mailto:margie.bates@go.doe.gov). Administrative questions regarding your pending award, or the processes or forms should be addressed to Patrick Liles at (303) 275-4921 or [pat.liles@go.doe.gov](mailto:pat.liles@go.doe.gov)

Sincerely,



Margie Bates  
Project Officer



**Application for Federal Assistance SF-424**

Version 02

**\* 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:**

Completed by Grants.gov upon submission.

**4. Applicant Identifier:**

**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:**

Salt Lake City Corporation

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

87-6000279

**\* c. Organizational DUNS:**

072957822

**d. Address:**

**\* Street1:**

451 South State Street, Room 306

**Street2:**

**\* City:**

Salt Lake City

**County:**

Salt Lake County

**\* State:**

UT: Utah

**Province:**

**\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

84111-3102

**e. Organizational Unit:**

**Department Name:**

Office of the Mayor

**Division Name:**

Salt Lake City Green

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

**Prefix:**

Mr.

**\* First Name:**

Jordan

**Middle Name:**

**\* Last Name:**

Gates

**Suffix:**

**Title:**

Environmental Advisor to the Mayor

**Organizational Affiliation:**

Employee/City Program

**\* Telephone Number:**

801-535-7939

**Fax Number:**

801-535-6331

**\* Email:**

jordan.gates@slcgov.com

**Application for Federal Assistance SF-424**

Version 02

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

C: City or Township Government

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

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

**\* Other (specify):**

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

Golden Field Office

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

81.117

**CFDA Title:**

Energy Efficiency and Renewable Energy Information Dissemination, Outreach, Training and Technical Analysis/Assistance

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

DE-PS36-07GO97007

**\* Title:**

Solar America Initiative (SAI) Market Transformation:  
Solar City Strategic Partnerships

**13. Competition Identification Number:**

**Title:**

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

Salt Lake City and Salt Lake County

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

Solar Salt Lake

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

\* a. Applicant  \* b. Program/Project

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

17. Proposed Project:

\* a. Start Date:  \* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="197,286.00"/>
* b. Applicant	<input type="text" value="18,488.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text" value="178,798.00"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="394,572.00"/>

\* 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.)

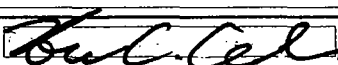
Yes  No

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:

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date January 3, 2007  
By Melanie R. King

## Project Summary

**Name of the Applicant:** Salt Lake City Corporation

**Project Director:** Jordan Gates, Environmental Advisor to the Mayor, Salt Lake City

**Principal Investigator:** Sarah Wright, Executive Director, Utah Clean Energy

**Project Title:** Solar Salt Lake

### Objectives of the Project:

- 1) Identify and reduce/eliminate barriers to solar deployment in Salt Lake City and Salt Lake County.
- 2) Develop a comprehensive implementation plan for Salt Lake City and Salt Lake County that establishes a long-term commitment to solar deployment.
- 3) Increase the installed capacity of solar energy in Salt Lake City and Salt Lake County, adding an additional 10,000 solar photovoltaic installations by 2015.
- 4) Work in partnership with private entities including Kennecott Land, the largest housing developer in Salt Lake County, to advance residential solar installations in new housing developments.
- 5) Serve as a model for other cities who wish to integrate solar technology into their policy, planning and processes.

**Description of the Project:** The goal of “Solar Salt Lake” is to develop a fully-scoped city and county-level implementation plan that will facilitate at least an additional ten megawatts of solar photovoltaic installations in government, commercial, industrial, and residential sectors by 2015. To achieve this aggressive goal, the program strategy includes a combination of barrier identification, research, and policy analysis that utilizes the input of various stakeholders.

**Methods to be Employed:** Methods to be employed include focus groups and written surveys of local stakeholders, research of best practices, establishing governmental policies to support solar energy deployment, development of renewable energy/energy efficiency bonds, fostering strong external relationships with private entities that can support large-scale solar development, public outreach and education, and regulatory activities that support solar energy deployment.

**Potential Impact of the Project:** The outcome will be a comprehensive plan for Salt Lake City and Salt Lake County that supports long-term solar deployment, including integration into City/County planning and facilities, the introduction of policies and regulations that support solar adoption, the integration of solar in new housing developments, evaluation of solar bonds and other funding sources, and community-wide solar education and outreach.

**Major Participants:** Major participants in “Solar Salt Lake” include Salt Lake City; Salt Lake County; Utah Clean Energy, the leading non-profit organization in energy efficiency promotion and advocacy in Utah; Rocky Mountain Power, the utility company serving Utah, Wyoming, and Idaho; and Kennecott Land and its Daybreak ENERGY STAR housing development.

# “Solar Salt Lake”

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## **Project Description and Implementation Plan**

### **Summary of Project Objectives**

The objectives of the “Solar Salt Lake” program are to:

- 1) Identify and reduce/eliminate the barriers to solar deployment in Salt Lake City and Salt Lake County.
- 2) Develop a comprehensive implementation plan for Salt Lake City and Salt Lake County that establishes a long-term commitment to solar deployment.
- 3) Increase the installed capacity of solar energy in Salt Lake City and Salt Lake County, adding at least an additional 10,000 solar photovoltaic installations (10 MW) by 2015.
- 4) Work in partnership with private entities including Kennecott Land, the largest housing developer in Salt Lake County, to advance residential solar installations.
- 5) Serve as a model for other cities who wish to integrate solar technology into their policy, planning and processes.

### **Criterion 1: Core Approach**

Committed leaders and progressive communities are key to the creation of a pragmatic plan to dramatically increase the deployment of solar in Utah. Salt Lake City Mayor Ross C. “Rocky” Anderson has teamed up with Salt Lake County Mayor Peter Corroon to develop a long-term solar implementation plan that has the potential to significantly alter the future energy portfolio of Utah. With roughly 40 percent of Utah’s 2,500,000 population residing within the boundaries of Salt Lake City and Salt Lake County and with an abundance of excellent solar resources throughout the State, a long-term solar implementation plan will transform the Salt Lake Valley into a community that values, utilizes, and promotes solar energy. Both Mayors have formally committed to sustainable energy and energy efficiency through policies, resolutions and program initiatives.

In 2001, Mayor Rocky Anderson announced the creation of Salt Lake City Green, a municipal environmental program that provides the framework for innovative solutions for government, businesses, and residents to protect the environment and improve the economic welfare of the city. In five years, Salt Lake City Green has changed local environmental policies, reduced the resource consumption pattern of the City, facilitated coordination between local government and environmental groups, and improved the public health and sustainability of Salt Lake City. Mayor Anderson and Salt Lake City have received numerous awards recognizing the incredible success of Salt Lake City Green. As a recognized national model for green municipal operations, Salt Lake City is uniquely positioned to facilitate a collaborative solar deployment initiative between local and county government, private land developers, the local electric utility, and the not-for-profit sector that will reduce barriers to solar deployment, aggressively promote residential and governmental solar photovoltaic installations, and establish the Salt Lake Valley as a model community that utilizes and promotes solar energy.

Toward this end, Salt Lake City is spearheading the “Solar Salt Lake” program in collaboration with Salt Lake County; Utah Clean Energy, the leading non-profit organization in energy

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efficiency promotion and advocacy in the state; Rocky Mountain Power, the utility company serving Utah, Wyoming, and Idaho; and Kennecott Land and its Daybreak ENERGY STAR housing development. Kennecott Land is the private owner of 90,000 acres, which equates to 53 percent of the developable land in Salt Lake County. Their interest in solar energy will facilitate solar installations in the new homes market and will serve as a powerful addition to the “Solar Salt Lake” project team.

### **Long-Term Goal of Salt Lake City for Solar Energy Deployment**

Through the development of the “Solar Salt Lake” program, Salt Lake City aims to significantly drive the use of solar energy throughout Salt Lake City and Salt Lake County over the next eight years and beyond. Our goal is to develop a fully-scoped city and county-level implementation plan that will facilitate at least an additional ten megawatts of solar photovoltaic (PV) installations in government, commercial, industrial, and residential sectors by 2015. To achieve this aggressive goal, our program strategy includes a combination of barrier identification, research, and policy analysis that utilizes the input of various stakeholders. The result will be a comprehensive plan for Salt Lake City and Salt Lake County that supports long-term solar deployment, including integration into City/County planning and facilities, the introduction of policies and regulations that support solar adoption, the integration of solar in new housing developments, evaluation of solar bonds and other funding sources, and community-wide solar education and outreach.

### **Current Solar Capacity of Salt Lake City**

The combined existing installed solar capacity of Salt Lake City and Salt Lake County is 113 kW. This consists of ten total systems, four of which are business installations. Although the current capacity is low, it has the potential for tremendous growth if the appropriate barriers to solar deployment are identified and eliminated.

The geographic area of Salt Lake City and Salt Lake County is known for its excellent solar resource. However, local policymakers and the public are largely unaware of this solar potential. The “Solar Salt Lake” program will work to educate both consumers and policy makers about the viability of solar technologies in residential, business, and government settings.

### **Approach to Barrier Identification**

Building upon the success of Salt Lake City’s partnership with Utah Clean Energy for Phase 1 and Phase 2 of the Million Solar Roofs Partnership, the “Solar Salt Lake” program will continue to identify and address barriers to solar implementation using the following approach:

- 1) Create a Leadership Team, including representatives from Salt Lake City, Salt Lake County, the State of Utah, Utah Clean Energy, and Kennecott Land to spearhead the development of the “Solar Salt Lake” program.

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- 2) Gather local stakeholders (including industry and utility representatives, utility regulators, land developers, builders, local government officials, and the general public) in a formal working group setting to discuss the barriers to deployment and identify methods to reduce or eliminate these barriers. Salt Lake City will participate in the existing Utah Solar Working Group, which is facilitated by the Utah State Energy Program and Utah Clean Energy, to carry out this approach.
- 3) Conduct formal and informal meetings with various stakeholders (including policymakers, architects, builders, planners, land developers, utility representatives, and solar industry professionals) to discuss solar energy and potential barriers to implementation.
- 4) Conduct research on barriers that have been identified in other communities and determine the methods used to minimize or eliminate them.
- 5) Conduct written surveys with commercial and residential builders and city residents to solicit feedback on their perceptions of solar technology and barriers to implementation.

As a result of work previously conducted by the Salt Lake City-Million Solar Roofs Partnership and additional research, several additional barriers have been identified which will need to be addressed in order to reach the City's goal of long-term solar integration. They include, but are not limited to:

- 1) Planning/Integration Barriers
  - a. Misconceptions by policymakers about the viability of solar energy.
  - b. Lack of political will to view solar technology and energy efficiency as a priority by government agencies.
  - c. Lack of awareness of the financial options to support city and county implementation of solar energy and energy efficiency.
  - d. Building codes and zoning ordinances that fail to account for new technologies and in some cases directly contradict the installation of solar and energy efficient equipment.
- 2) Installation Barriers
  - a. A lack of financial and other incentives at the city and county level to support solar installations in the residential and commercial sectors.
  - b. Current permitting fees that add additional expense to solar installations.
  - c. Current utility net-metering program structures that are not adequate for an increased number of installations and larger capacities.
  - d. Developers and builders are not currently offering solar installations as an option in building plans.
  - e. A lack of solar technology education opportunities for builders and inspectors.
  - f. A shortage of certified solar installers in the Salt Lake City and Salt Lake County area.
- 3) Educational Barriers
  - a. The public is not aware of current solar technology, its availability, and current incentives.



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- b. The benefits of solar (environmental, economic, and societal) are not recognized by the public.
- c. Solar/energy efficiency education is not being incorporated into K-12 curriculum.
- d. Local colleges, technical schools and universities lack courses on solar design and installation.
- e. Financial entities are not aware of or not currently offering solar financing options.

### **Approach to Reduce/Eliminate Barriers**

Although the barriers listed are significant, Salt Lake City is well-positioned to influence change at a city, county, and state level. The City has forged several strong relationships with local and state government entities, nonprofit organizations, and private corporations to implement environmental and energy-related initiatives. Salt Lake City will build upon these existing relationships, as well foster new ones, to develop a comprehensive strategy to reduce or eliminate the barriers to solar deployment.

First, the “Solar Salt Lake” Leadership Team will study each of the identified barriers and explore various options that could be used to reduce or eliminate them. Methods will involve researching best practices in other successful communities, strategizing with the Utah Solar Working Group, and discussions with various stakeholders (i.e. government officials, solar industry professionals, architects, builders, developers, utility representatives). We will also conduct a one-day “Solar Salt Lake” Workshop, inviting key stakeholders to discuss proposed strategies for barrier reduction/elimination.

Second, the feedback gathered from these events will be used by the Leadership Team to prepare policy briefs that outline the barriers to implementation and provide alternate approaches to reduce or eliminate them. Factors such as financial feasibility, political viability, ease of implementation, and associated benefits will be considered. Clear recommendations for action will also be included, as well as projected outcomes.

Third, the approaches used for barrier reduction/elimination will vary depending on the type of barriers identified. Restructuring of current building regulations and codes and establishment of self-funding bonds to support solar installations and energy efficiency retrofits will be investigated to reduce planning/integration barriers. Methods to reduce installation barriers may include but are not limited to the utilization of incentives and the training of builders and inspectors. Approaches for addressing education barriers will include public outreach/education for financial and housing development agencies, primary and secondary schools, policy makers, local government officials, and the general public.

### **Approach to Activity Identification and Implementation**

Salt Lake City, in conjunction with the “Solar Salt Lake” Leadership Team, will build upon the research conducted through the barrier identification process to identify concrete and effective actions that will support the market expansion of solar technology within Salt Lake City and Salt

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Lake County. A full list of activities and associated timelines to support the development of the “Solar Salt Lake” program is provided in the section - Criterion II. Specific Activities.

The “Solar Salt Lake” program will be designed to include activities that yield both short-term successes and long-term infrastructure change. The short-term successes will ensure that momentum toward the long-term implementation plan remains strong. These successes will provide enthusiasm and political buy-in for more challenging program initiatives. Activities will also be selected that support long-term infrastructure change and lasting impact. Although these activities may require a longer timeframe and increased resources to implement, they will yield the necessary impact to create significant increases in Salt Lake City and Salt Lake County’s installed solar capacity.

The core strategy of the “Solar Salt Lake” program is to ***establish governmental policies, initiatives, and planning to support solar energy deployment and energy efficiency***. Activities to support this strategy will be selected through research of best practices, assistance from the U.S. Department of Energy’s Tiger Team, and analysis from the “Solar Salt Lake” Leadership Team. To ensure the success of solar deployment, the “Solar Salt Lake” program must incorporate strategies that will make solar installations increasingly financially viable. In addition to adapting current regulations and codes to support solar usage, we will develop financial mechanisms to support governmental and community solar projects. This includes the ***development of renewable energy/energy efficiency bonds*** at the City and County levels, where energy savings from upgrades and solar installations would service the debt incurred from the bond. This strategy has been highly successful in other communities throughout the U.S. We will also explore the feasibility of developing a ***Community Clean Energy Fund*** to support renewable energy projects. This model is similar to the Climate Tax Initiative of Boulder, Colorado and will be funded through a surcharge on city resident’s utility bills.

In addition to establishing internal governmental policy initiatives and regulations, our program strategy includes ***fostering strong external relationships with private entities who can support large-scale solar development***. For example, the “Solar Salt Lake” program will establish relationships with land developers to integrate solar technology into their residential and commercial developments. Utah’s population rate is rapidly growing at a rate of 29.6 percent and this is generating a need for housing. By working with developers, such as Kennecott Land, the “Solar Salt Lake” program has the potential to ensure that solar technology is incorporated in these new housing developments, as well as commercial and industrial buildings. We will also partner with Rocky Mountain Power, Utah’s leading electricity provider, to develop high-visibility community solar projects within Salt Lake County boundaries.

Activities relating to ***public outreach and education*** are also critical to our implementation plan. Although Utah has an impressive solar resource, the public is relatively unaware of the availability and applications of solar technologies. Furthermore, they are unaware of the incentives available to make solar more affordable. Program activities will be selected to support a comprehensive education and awareness campaign geared toward the general public.

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We will also target builders and installers to provide appropriate training in solar installation issues.

Finally, we will build upon our previous success with the Million Solar Roofs Partnership to continue *regulatory activities that support solar energy deployment*. These will include efforts that address the standardization of interconnection and net-metering issues that affect both small and large-scale installations, as well as promotion and expansion of the utility solar rebate program.

### **Establishment of City Government Approach**

Once the policy briefs are completed by the Leadership Team, Salt Lake City in conjunction with Salt Lake County will present information on the viability and economics surrounding solar implementation to key government officials and to city and county council members. The objective of this outreach is to garner internal and external support for the “Solar Salt Lake” implementation plan. This will be achieved through a combination of presentations, distribution of policy briefs, and one-on-one communication and meetings. After the data and potential for integration has been presented, the Leadership Team will work closely with policymakers to support and guide their decision making process.

Salt Lake City and Salt Lake County are uniquely poised to develop substantial changes in our energy policies and throughout the community. Both Mayor Rocky Anderson and Mayor Peter Corroon have demonstrated their commitment to clean energy development and energy efficiency through various environmental initiatives, and are committed to the development of the “Solar Salt Lake” program.

### **Financial Resources**

Salt Lake City is requesting \$197,286 from the U.S. Department of Energy’s Solar City Strategic Partnerships Grant to support the implementation of the “Solar Salt Lake” program over a two-year period. Funding from the U.S. Department of Energy (DOE) will be used for supplies, printing and mailing of educational materials, fiscal administration, and sub-contracting expenses. (See the attached budget and budget narrative for further detail).

Match support in the amount of \$18,488 will be provided by Salt Lake City through staff hours provided by the Environmental Advisor to the Mayor, the Attorney’s Office, and the Planning Office. Additional in-kind match totaling \$178,798 will be provided over the two-year period by several public and private entities. These include Ecos Consulting, Kennecott Land, Needham Homes, Rocky Mountain Power, Salt Lake County, and Utah Clean Energy. Specific match amounts are detailed under the section heading Partner Collaboration/Teaming Agreements (pages 8 - 11) and in the Budget Justification.

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### Technical Assistance from the U.S. Department of Energy

Salt Lake City plans to utilize the technical assistance provided by the DOE and the Tiger Teams. We anticipate that we will request technical support in the following areas:

- *Solar Technology Assistance* – Salt Lake City and Salt Lake County are committed and eager to install solar PV at government buildings and facilities. This technical assistance will help us to select the appropriate technologies for installation, as well as implement systems that will monitor performance and energy savings.
- *City/Municipal Planning* – Salt Lake City and Salt Lake County are committed to developing policies and regulations that support long-term solar development, as well as integrating renewable energy systems into future planning. One of the major policy initiatives that will be included in the “Solar Salt Lake” plan is the development of an energy efficiency/renewable energy bond to support future installations and retrofits. The technical assistance provided by Tiger Teams will aid Salt Lake City and Salt Lake County in the development of these and other policy initiatives. We also plan to utilize technical assistance in the integration of solar and renewable technologies into our emergency preparedness planning.
- *Market/Financial Support* – One of the crucial approaches to the “Solar Salt Lake” program is to educate policy makers and the public on the viability and economics of solar technology. We will utilize Tiger Team support when analyzing the financial viability of projects, as well as related insurance issues. We also plan to consult with Tiger Team experts on current market trends and consumer behavior as we develop and launch our community education programs.
- *Architectural/Structural Support* – As Salt Lake City and Salt Lake County are committed to solar installations on government buildings and facilities, we will request technical assistance to ensure that projects are architecturally and structurally sound, as well in compliance with all applicable mechanical and technical codes.
- *Technical Project Implementation* – Salt Lake City and Salt Lake County plan to issue Request for Proposals (RFP’s) to support future government installations. We will request support from the Tiger Team to develop appropriate performance specifications for our installations, as well as assistance for residential, commercial, and industrial scale projects.

### Available City Resources

In addition to staff hours provided to the project, other resources that the City can provide to the project include avenues for promoting the “Solar Salt Lake” program to other city and county governments. As a member of the National League of Cities and the International Council for Local Environmental Initiatives, the City has multiple opportunities to promote the “Solar Salt

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Lake” model on a national and international basis. Mayor Anderson holds an executive position on the Governor Huntsman’s Blue Ribbon Advisory Council on Climate Change and he has assumed a leadership role on the U.S. Conference of Mayor’s newly formed Mayor’s Council on Climate Protection. In addition, Mayor Anderson hosts the annual Sundance Summit: A Mayors Gathering on Climate Change, and he has twice participated on former President Clinton’s Global Forum as a panelist and speaker. Other resources include promotion of the “Solar Salt Lake” program through Channel 17, the City’s cable television station, through community outreach efforts of Salt Lake City Green, the Office of the Mayor, and the City’s Planning Division, and through community councils.

### **Partner Collaboration/Teaming Agreements**

Salt Lake City is a recognized leader in the promotion of sustainable environmental practices. The City has changed policies and municipal operations to integrate sustainability, renewable power, and alternative fuels into its day to day operations and to increase the overall health of Salt Lake. The City’s efforts have received considerable media attention and served as program models for Salt Lake County, Westminster College, and other cities in Utah.

Salt Lake City will partner with government agencies, as well as private and public entities, to implement the “Solar Salt Lake” program. The City’s Environmental Advisor to the Mayor, Jordan Gates, will serve as the primary coordinator of the effort. He will convene a Leadership Team of five key individuals to direct the program’s development and activities. The Leadership Team will include the Environmental Advisor to the Mayor of Salt Lake City, Environmental Policy Coordinator for Salt Lake County, the Executive Director and Solar Program Manager for Utah Clean Energy, and a representative from Kennecott Land. The resumes of the key participants on the Leadership Team are provided as an attachment.

In addition to the Leadership Team, Salt Lake City will collaborate with the following agencies to support our project deliverables and activities:

#### *Salt Lake County*

Salt Lake City has a strong, established relationship with Salt Lake County, including Mayor Peter Corroon and Environmental Policy Coordinator, Ann Ober. Salt Lake County has promoted several environmental initiatives, including a renewable energy challenge among employees and county residents. Mayor Corroon is also a member of the Blue Ribbon Climate Advisory Change Council of Governor Huntsman.

Recently, the City and County partnered successfully during the MSR-funded installation of a demonstration solar-PV project at the Salt Palace Convention Center. To build upon this success, Salt Lake County is committed to incorporating solar development on its facilities and will be providing substantial in-kind support to the “Solar Salt Lake” program. Additionally, they have committed to exploring the feasibility of a Solar/Energy Efficiency bond initiative, as well as re-assessing their current permits and regulations surrounding solar installations and the development of new polices and

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programs to support solar photovoltaic energy for government buildings and the public. Salt Lake County is providing \$13,998 of in-kind match to the “Solar Salt Lake” program.

### *State of Utah*

The state of Utah will be a significant partner in the installation of PV systems at government buildings. In April 2006, Utah’s Governor Jon Huntsman announced a statewide goal of improving energy efficiency by 20 percent by 2015. This goal includes a mandate for state government facilities to meet 2 percent of their energy needs through the installation of on-site renewable energy systems. While there are currently no specific sub-targets for PV, it is anticipated that a substantial portion of the new renewable energy installations will be PV systems. A high percentage of state buildings fall within Salt Lake City and Salt Lake County boundaries. The City and State will work closely to advance additional State-owned installations.

### *Utah Clean Energy*

Utah Clean Energy is a nonprofit, charitable organization committed to promoting energy efficiency and renewable energy, through advocacy, education, and the formation of diverse partnerships. As a key member of the Salt Lake City Million Solar Roof Partnership (Phases 1 & 2), Utah Clean Energy assisted Salt Lake City with all phases of program implementation, including barrier identification, strategy development, and program execution. One of the successes of the Salt Lake City Million Solar Roof Partnership is a pilot utility solar photovoltaic rebate program that reduces the financial barriers to solar photovoltaic installations. Utah Clean Energy has consulted and/or facilitated projects for several government entities including the State of Utah, Salt Lake City, Salt Lake County, Park City, Moab, Cedar Hills, and Sundance. They have assisted with the development of clean energy and energy efficiency policies at state and local levels, including Governor Huntsman’s goal to improve the State’s energy efficiency by 20 percent by the year 2015.

Utah Clean Energy is experienced in gathering diverse stakeholders in support of common projects, and will serve as the primary facilitator of the “Solar Salt Lake” program. They will also be providing \$59,800 in in-kind match through time devoted to the establishment of community renewable energy projects, promotion of solar power consumer purchasing, and regulatory efforts.

### *Kennecott Land*

Kennecott Land was formed in 2001 and is a subsidiary of Rio Tinto, owner of Bingham Copper Mine. Their land holdings are considerable, constituting over 50 percent of the land available for development in the Salt Lake Valley. Kennecott Land is committed to sustainable development and is the first and only land developer in the nation to be certified with the ISO 14001 Environmental Management System. All homes built in their Daybreak Community are ENERGY-STAR® rated.

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Kennecott Land is highly interested in incorporating solar technology into their Daybreak Community and future housing developments. They will explore the feasibility of having either optional or mandatory solar photovoltaic installations included in all their homes. Kennecott Lands plans to develop 13,000 homes in Salt Lake County over the next 15 years. Francisco Benavides, Ph.D. is the Sustainability Director for Kennecott Land and will serve as a member of the “Solar Salt Lake” Leadership Team. In conjunction with other key stakeholders, Kennecott Land will assist with the identification and elimination of barriers to solar deployment in residential developments and provide training for local builders. Kennecott Land is providing \$50,000 of in-kind support to the “Solar Salt Lake” project.

### Rocky Mountain Power

Rocky Mountain Power is headquartered in Salt Lake City and delivers electricity to customers in Utah, Wyoming, and Idaho. Their sustainable efforts include investments in renewable energy generation, environmental education and service, habitat protection, and waste recycling and reuse. Rocky Mountain Power has achieved national recognition for their commitment to renewable energy, receiving the designated Utility Leadership Award from the American Wind Energy Association for their efforts in 2004. As part of their Integrated Resource Plan, they plan to add 1,400 megawatts (MW) of renewable generation into the power system in the next 10 years.

Rocky Mountain Power will support the “Solar Salt Lake” program by providing \$45,000 of in-kind matching funds through the development of community solar energy projects. These highly visible projects will be located within Salt Lake County boundaries.

### Needham Homes

Needham Homes is a professional construction company that provides management services during the design, construction, and post-construction building process. They recently started constructing Hybrid Energy Homes, that utilize a combination of solar technology and energy-efficiency building practices. Needham Homes is working with land developers in Salt Lake County to build the County’s first sub-division that utilizes this blend of technologies. In conjunction with the “Solar Salt Lake” program, Needham Homes will provide training and outreach to local builders on the utilization of renewable energy and energy efficiency in new home construction, as well as assist with strategy development that will reduce the barriers to solar deployment in the home building sector. They are providing \$5,000 of in-kind match to the “Solar Salt Lake” program.

### Ecos Consulting

Since 1997, Ecos Consulting has conducted pioneering research as well as designed, marketed and operated award-winning programs for a diverse set of clients, including Rocky Mountain Power’s ENERGY STAR® New Homes Program. These programs have reached across the residential, commercial and industrial sectors, helping clients achieve more than 10 billion kilowatt-hours of lifetime energy savings. Ecos Consulting will work with the “Solar Salt Lake Program” to assist with identification of barriers to

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solar energy deployment, as well as identify means to reduce or eliminate them. They are providing \$5,000 of in-kind match to the “Solar Salt Lake” program.

### Potential for Expansion and Replication

The “Solar Salt Lake” program will be designed with expansion and replicability in mind. Salt Lake County is committed to mirroring the strategies and efforts developed by Salt Lake City. Furthermore, we anticipate that smaller communities throughout Utah, such as Park City, Moab, and Ogden, will be eager to build upon the momentum generated by Salt Lake City’s efforts.

The “Solar Salt Lake” program will also have the potential to be replicated in communities outside of Utah. Our program approach and strategies will be clearly documented throughout the project period, and we will develop a case study that can be easily shared with other municipalities.

### Criterion 2: Specific Activities

**Deliverable 1:** Identify barriers to solar deployment in Salt Lake City and Salt Lake County and determine the best strategies to reduce or eliminate them.

Activity	Timeline
Create a Leadership Team that will spearhead the “Solar Salt Lake” program and will facilitate the participation of key stakeholders in barrier identification and strategy recommendations. The team will include representatives from Salt Lake City, Salt Lake County, the State of Utah, Utah Clean Energy, and Kennecott Land.	October 2007
Conduct research to identify barriers and approaches for barrier reduction/elimination. Research activities will include determining best practices, gathering information from Utah Solar Working Group sessions, and one-on-one communication with various stakeholders (i.e. government officials, solar industry professionals, architects, builders, developers, utility representatives).	October to December 2007
Prepare and administer written surveys to commercial and residential builders and city residents to solicit feedback on their perceptions of solar technology and barriers to implementation.	November 2007 to February 2008
Conduct a one-day “Solar Salt Lake Workshop” with key stakeholders and discuss potential strategies for barrier reduction/elimination.	February 2008
Gather and synthesize feedback from the Utah Solar Working Group sessions, the “Solar Salt Lake Workshop”, and written surveys, incorporating concerns and recommendations as needed. Reassess and	March 2008



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Activity	Timeline
prioritize the list of barriers and proposed approaches to reduction/elimination.	
Prepare policy briefs outlining the existing barriers to solar implementation, policy alternatives, and initial recommendations to reduce or eliminate these barriers. Incorporate technical assistance from the DOE Tiger Teams as needed.	March to April 2008
Make initial presentations to policymakers, key government officials, and council members outlining the advantages of solar, current barriers to implementation, and possible policy alternatives to reduce or eliminate these barriers. This outreach will be conducted through a combination of one-on-one meetings, group presentations, and distribution of policy briefs. The goal of this outreach is to secure internal and external support of the "Solar Salt Lake" program and to address possible misconceptions about the viability and economics of solar energy.	April to June 2008
Gather and synthesize feedback from presentations, incorporating concerns and recommendations as needed. Reassess the list of barriers and proposed approaches to reduction/elimination.	July 2008

**Deliverable 2:** Design a comprehensive city and county-wide solar implementation plan to support the "Solar Salt Lake" program. This long-term plan will call for at least an additional 10,000 government, residential, and commercial installations by 2015.

Activity	Timeline
<p>Develop a comprehensive, long-term "Solar Salt Lake" implementation plan, incorporating technical assistance from the DOE Tiger Teams as needed. The implementation plan will explore and advocate for all of the following priority areas and corresponding strategies, in addition to any other strategies that may be identified through the barrier identification process. However, we cannot guarantee that all strategies will ultimately be approved by city and county council members.</p> <p>A. Integration of solar technology into city and county energy planning and facilities</p> <ul style="list-style-type: none"> <li>• Develop City and County bond initiatives (\$2 million and \$5 million respectively) to support renewable energy/energy efficiency projects and retrofits.</li> <li>• Target Salt Lake City, Salt Lake County, and Utah State government buildings for solar installations and energy efficiency retrofits.</li> <li>• Explore and implement various solar financing strategies, including</li> </ul>	July 2008 to July 2009

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Activity	Timeline
<p>the development of a Community Clean Energy Fund facilitated through a surcharge on city electricity bills.</p> <ul style="list-style-type: none"> <li>• Evaluate the integration of solar usage into the emergency preparedness plans of Salt Lake City and Salt Lake County.</li> </ul> <p>B. Streamline Salt Lake City and County level regulations and practices that affect solar adoption by residents and local businesses</p> <ul style="list-style-type: none"> <li>• Modify city building codes and regulations, making them “solar-friendly.” This may include the creation of ordinances that require solar ready construction, and also protect solar resources for residential and commercial applications.</li> <li>• Speed the permit processes for commercial and residential building applications that utilize solar technologies.</li> <li>• Waive permit fees for commercial and residential building applications that utilize solar technologies.</li> <li>• Provide property tax abatement opportunities to businesses that utilize solar or to solar companies who locate in Salt Lake City or Salt Lake County.</li> <li>• Assess the need and feasibility to hire additional building inspectors and to provide training to address solar installation issues.</li> </ul> <p>C. Promotion of solar technology among residents and local businesses</p> <ul style="list-style-type: none"> <li>• Work with other local land developers to integrate or mandate solar installations into housing and commercial developments.</li> <li>• Work with Kennecott Land to develop a showcase for solar development in planned communities. Kennecott Land is committed to exploring the feasibility of integrating and/or mandating solar installations and solar-ready building options into their Daybreak community and future housing developments. They will also explore the feasibility of conducting educational outreach workshops to contractors and developers on solar ready development and building practices.</li> <li>• Conduct a community-wide campaign in Salt Lake City and Salt Lake County that educates citizens about solar technology, including availability, benefits, and incentive options.</li> <li>• Work with Rocky Mountain Power to promote solar PV installations in high-exposure, community facilities through funding from their Blue Sky program</li> <li>• Target commercial businesses with high-potential for solar usage (using the Solar Analyst software system) and provide educational outreach and information on available incentives.</li> <li>• Work with Needham Homes to train local builders on solar</li> </ul>	

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Activity	Timeline
<p>installation/energy efficiency issues and their relationship to whole building construction.</p> <ul style="list-style-type: none"> <li>• Support the development and implementation of solar installation training courses at local community colleges and universities.</li> </ul> <p>D. Utility regulatory efforts to support solar deployment</p> <ul style="list-style-type: none"> <li>• Work with the Public Service Commission, the Division of Public Utilities, Rocky Mountain Power, and solar industry representatives to assess the barriers and limitations of existing net metering and interconnection statutes to PV development</li> <li>• Work with the aforementioned stakeholders to make changes to the net metering and interconnection tariffs to provide further incentives and streamline the process.</li> <li>• Work with stakeholders, and regulators to address the potential to increase the current cap for net metering to allow for larger solar PV projects to connect to the grid.</li> <li>• Work to promote and expand the Utility solar rebate program that was developed through the Salt Lake City Million Solar Roof Partnership Phase 2 project.</li> </ul>	

### **Criterion 3: Roles, Responsibilities, Capabilities, Knowledge and Experience**

#### **Key Personnel and Program Partners**

##### *Jordan Gates – Environmental Advisor to the Mayor, Salt Lake City*

“Solar Salt Lake” will be coordinated through the Office of the Mayor by Jordan Gates, Environmental Advisor to Mayor of Salt Lake City. Mr. Gates has three years of experience working in the environmental policy arena and a year’s experience in city government. As the project manager, the Environmental Advisor to the Mayor will be responsible for coordinating and directing the City’s participation in the project, facilitating collaborative activities between the City and the project partners, coordinating the “Solar Salt Lake” Leadership Team, developing the community education activities of the City to promote solar deployment, and filing of grant progress reports. Mr. Gates holds a Bachelor of Science Degree in Environmental Studies from the University of Utah.

##### *Salt Lake City Attorney’s Office*

The Salt Lake City Attorney’s Office will provide legal counsel for the project. Anticipated activities include researching existing regulatory policies and recommending ordinance changes to promote solar resource protection and solar access for new and existing homes. The Attorney’s Office provides the City with legal advice necessary for making sound legislative and administrative decisions and to ensure that the day-to-day operations of the City are legally responsible. The City Attorney’s Office also makes certain that the commitments and contracts

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binding the City are appropriate legal commitments that protect the health, safety and welfare of the residents and resources of the City.

### *Salt Lake City Planning Division*

The Salt Lake City Planning Division will assign a city planner to the project. The planner will be responsible for providing technical expertise and to propose building code and zoning adjustment to ensure smooth implementation of the Solar Salt Lake project. The city planner will also present proposed zoning ordinance changes to the Salt Lake City Planning Commission, which determines the appropriate types and intensity of uses in various geographic areas and determines dimensional requirements (such as maximum heights of structures, amount of open space on a lot and the distance of buildings from property lines) to minimize impacts on other properties.

### *Sherrie Collins – Grant Fiscal Administrator, Salt Lake City*

Sherrie Collins has over 15 years of experience in fiscal administration of federal grants awarded to Salt Lake City. As the Grant Fiscal Administrator, supervised through the Division of Housing and Neighborhood Development in the Community Development Department, she will serve as the financial monitor for the project funds. The Grant Fiscal Administrator oversees the financial monitoring of grants received by Salt Lake City from the Environmental Protection Agency, U.S. Department of Education, U.S. Department of Energy, U.S. Department of Health and Human Services, U.S. Department of Justice, etc. as well as other special grants and programs. The Grant Fiscal Administrator is responsible for filing quarterly financial statements with appropriate state and federal agencies, contracting with outside vendors, project/program monitoring, and serving as the financial advisor to grant steering committees to ensure the use of grant and program monies complies with necessary financial requirements. Salt Lake City maintains the Interactive Fund Accounting System (IFAS), a computerized ledger system that meets all Governmental Accounting Standards Board requirements and that is capable of general ledger and project ledger accounting.

### *Leadership Team*

In addition to Salt Lake City personnel, the “Solar Salt Lake” program will utilize the Leadership Team, which is comprised of a diverse group of individuals with complimentary skills and talents. Team member resumes are included in the Resume File and demonstrate the qualifications of the five key individuals (Jordan Gates, Sarah Wright, Sara Baldwin, Ann Ober, and Francisco Benavides, Ph.D.) who will serve on the Leadership Team.

### *Sarah Wright - Executive Director, Utah Clean Energy*

Sarah Wright will provide technical and strategic oversight to the “Solar Salt Lake” program. As the Executive Director of Utah Clean Energy, Ms. Wright has a proven record of accomplishment in the promotion of renewable energy and energy efficiency within the state of Utah. Ms. Wright has received national and local recognition in the promotion of Community Clean Energy Campaigns. She recently worked with the U.S. Environmental Protection Agency (EPA) Green Power Partnership to develop a new recognition program – “EPA Green Power Partner Communities”. She also served as the program director for

## **Project Description and Implementation Plan**

Phases 1 and 2 of the Salt Lake City – Million Solar Roofs Partnership. Sarah currently serves on Utah’s Governor Huntsman’s Energy Advisory Council, Governor Huntsman’s Climate Change Advisory Council, the Climate Change Work Group of Rocky Mountain Power, and natural gas and electric utility energy efficiency workgroups. She holds a Master’s of Science Degree in Public Health from the University of Utah and a Bachelor’s of Science in Geology from Bradley University.

### *Sara Baldwin - Community Relations Coordinator, Utah Clean Energy*

Sara Baldwin is responsible for the co-facilitation of the Utah Solar Working Group and Utah Energy Efficiency Working Group, community renewable energy education and outreach, and assistance with state renewable energy/efficiency policy and regulatory activities. Sara recently helped the Utah Solar Working Group form a local chapter of the American Solar Energy Society, now an official 501(c)3 organization known as the Utah Solar Energy Association (UtSEA). Sara serves on the interim Board of Directors of the UtSEA, where she works closely with the solar industry and the State Energy Program to remove barriers to solar technologies in Utah. She helped coordinate the Utah Solar Building Tour in October 2007, which featured over 35 solar buildings across the state and was attended by over 800 people. Currently, she is working with the Division of Professional Licensing, the State Energy Program, and UtSEA to implement a new license classification for Solar PV Installers. Ms. Baldwin graduated from the University of Utah with an Honors B.S. in Environmental Studies and a B.A. in Spanish.

### *Solar Program Associate, Utah Clean Energy*

The Solar Program Associate position will be created with funding provided by the DOE Solar Strategic Partnerships grant. The position will oversee the general management of the “Solar Salt Lake” program, including technical tasks, coordination of activities and stakeholders, policy research, and development of the implementation plan. He/she will also track the progress of the program and be the primary liaison for the Department of Energy’s Tiger Team.

### *Ann Ober - Environmental Policy Coordinator, Salt Lake County*

Ann Ober will serve on the Leadership Team for the “Solar Salt Lake” program, assist in the development of the solar implementation plan for Salt Lake County, and facilitate efforts to promote solar technology to residents and businesses in Salt Lake County. Ms. Ober has served as the primary advisor and coordinator of environmental programs and projects for Salt Lake County since January 2005. She is responsible for the development and implementation of the Environmental Master Plan for Salt Lake County and she tracks progress towards achieving the performances goals and objectives of the master plan. Ms. Ober works with county departments and divisions in the creation of new ordinances toward energy efficiency and environmental sustainability, and provides education and outreach for county employees on environmental issues. Currently, Ann is pursuing an Executive Masters Degree in Public Administration from the University of Utah.

## **Project Description and Implementation Plan**

*Francisco Benavides, Ph.D. - Manager, Sustainable Development, Kennecott Land Company* Francisco Benavides, Ph.D., will serve on the Leadership Team for the “Solar Salt Lake” program and lead the feasibility exploration by Kennecott Land to integrate and/or mandate solar installations and solar ready building options into the Daybreak community and future housing developments. He received a Ph.D. in Environmental Sciences from Oklahoma State University, a Master of Science Degree in Chemical Engineering from West Virginia University, and a Bachelor of Science Degree in Chemical Engineering from Universidad de Costa Rica. Dr. Benavides has twelve years of experience in project management and problem solving for multinational companies such as Intel Corporation and The Coca-Cola Company on two continents. In addition, he has extensive experience in sustainable development and in environmental, occupational health, and safety management. As the Manager of Sustainable Development, Environment, Health and Safety for Kennecott Land Company, Dr. Benavides establishes and implements strategies to minimize and mitigate the company’s potential future environmental impacts and he supports operations by developing environmental, health, and safety incident prevention programs. In the last 18 months, he has facilitated the execution of over 12 sustainable development initiatives and has engaged over one-third of the company’s workforce in sustainable development projects.

### **Existing Commitments to Renewable Energy Efficiency Programs**

Salt Lake City is a recognized leader of clean energy efforts in the Western region. The City’s promotion of citywide energy efficiency initiatives and policies has been noted by the U.S. Environmental Protection Agency, U.S. Conference of Mayors, the National Clean Cities Coalition, the Sierra Club, the International Council for Local Environmental Initiatives, and the World Leadership Forum. Mayor Rocky Anderson has continually demonstrated his commitment to energy-related issues by developing programs to mitigate carbon emissions, promote renewable energy, and utilize various energy efficiency measures. Over the past seven years, Salt Lake City has significantly improved energy efficiency, successfully integrated the purchase of renewable energy for its municipal operations, and increased the use of alternative fuels for its vehicle fleet. Salt Lake City is proud to be an Energy Star Partner community and a Green Power Partner of the U.S. Environmental Protection Agency.

#### Clean Cities

Salt Lake City is an active member of the Utah Clean Cities Coalition and is part of the DOE’s national Clean Cities family. In an effort to lower America’s petroleum needs by one million barrels of oil per day by the year 2020, the Coalition advocates for the increased use of alternative fuel vehicles, hybrid electric vehicles, fuel economy and efficiency, “blends” of ethanol and biodiesel, and engine idle reduction. The City provides office space for the Utah Clean Cities Coalition in the Office of the Mayor and the City’s Salt Lake City Green program consults with the Utah Clean Cities Coalition to implement renewable energy efficiency and carbon mitigation programs. Since 2003, Salt Lake City’s light fleet has decreased by 143 vehicles, or about 10 percent of the entire fleet. In addition, 62 percent of all City-owned off-road vehicles, 19 percent of all City-owned light fleet, 31 percent of all City-owned light and heavy fleet vehicles are

## **Project Description and Implementation Plan**

operating on bio-fuels. In addition, 100 percent of the shuttle buses at the Salt Lake City International Airport are now operated on compressed natural gas.

### Million Solar Roofs Partnership

As the recipient of \$90,000 in federal funds through the U.S. Department of Energy Million Solar Roofs (MRS) Partnerships Phase I and Phase II, Salt Lake City is working with Utah Clean Energy to successfully identify and remove reduce the financial barriers related to solar photovoltaic development in Utah. Successes over the past three years include the following:

- Education of the utility and utility regulator stakeholders about the benefits of solar, especially with respect to its ability to shave peak power demands.
- Installation of a demonstration PV project at the highly visible Salt Palace Convention Center. In conjunction with Rocky Mountain Power and Salt Lake County, a net-metered 20-kW system was installed and an educational kiosk is being designed to provide information to the public about solar PV technology. This success has laid a firm groundwork for future installations in Salt Lake City and Salt Lake County.
- Development of a pilot solar rebate program with Rocky Mountain Power that provides a \$2.50 per watt rebate for grid-tied solar PV systems for residential and commercial customers. The pilot program will yield an additional 500 kW of installed solar capacity across the state and it paves the way for a larger, more comprehensive utility solar incentive program

### Renewable Energy

- By reinvesting a portion of the savings from energy efficiency measures, Salt Lake City is the largest single purchaser of Blue Sky renewable energy in the State of Utah. The City's purchases nearly 130,000kWh of wind energy each month, which reduces greenhouse gas emissions by 796 tons of carbon dioxide each year.
- Nearly 4 percent of citizens and businesses of Salt Lake City purchase wind power through utility voluntary green pricing programs. The national average is only 1.4 percent. The combined effort of Salt Lake City and the Salt Lake City residents/businesses is the pollution prevention equivalent of taking 2,700 cars off the road each year.

### Salt Lake City Climate Action Plan

- In 2002, Salt Lake City environmental staff authored a Local Climate Action Plan that supported the guidelines set forth in the Kyoto Protocol. The plan committed the City to reduce emissions in municipal operations by 21 percent below the 2001 baseline. The City surpassed this goal seven years early by achieving a 105 percent reduction in greenhouse gas emissions in 2005. This success is based on achievements in conservation and energy efficiency, alternative fuels, and

## **Project Description and Implementation Plan**

cogeneration. Even though the Kyoto Goal has been met, the City continues to implement measures to reduce pollution and greenhouse gas emissions.

### Energy Efficiency

- In 2001, Salt Lake City made lighting efficiency retrofits to the Salt Lake City and County Building by changing all of the compact fluorescent bulbs to higher efficiency grounds lighting. This action reduces carbon dioxide emissions by 344 tons each year, reduces the demand for energy from coal-fired power plants, and saves taxpayers over \$33,000 per year. The savings is reinvested annually in the City's purchase of wind power.
- Salt Lake City has a phased program to convert all of the traffic signals to light-emitting diode (LED) lights. To date, the City has installed 1,630 LED lights. When the project is completed, savings from the LED conversion will equal over \$50,000 per year and carbon dioxide emissions will be reduced by over 509 tons per year.
- The Salt Lake City ENVIRONMENTALLY and ECONOMICALLY sustainable (e2) Business program is designed to recognize and support the Salt Lake City businesses who commit to environmental practices, including energy efficiency. Currently, 43 businesses in Salt Lake City participate in the "e2 Program".
- In 2005, Mayor Anderson issued an Executive Order requiring that all city-owned and operated new construction or major renovations to meet the Silver Certification of the Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ of the U.S. Green Building Council, ensuring that Salt Lake City is constructing High Performance Buildings that are standards for efficiency, minimal environmental impact, and functional excellence.
- In November 2006, the Salt Lake City Council voted unanimously to endorse the High Performance Building Initiative and enacted an ordinance that requires all future development receiving city funds be LEED certified to at least the "certified" level. This will ensure that Salt Lake City is building and maintaining innovative high performance buildings that have less impact on occupant health, energy demand and the environment.

### **Strategic Partnerships**

Salt Lake City will be working with representatives from local and county government, private land developers, the local electric utility, and the not-for-profit sector to carry out the "Solar Salt Lake" program. Please see the attached letters of commitment from the following entities/individuals:

- Mayor Rocky Anderson, Salt Lake City
- Mayor Peter Corroon, Salt Lake County
- Congressman Jim Matheson (being sent under separate cover by the Congressman's office)
- Dr. Laura Nelson, Energy Advisor to Governor John Huntsman



## **Project Description and Implementation Plan**

- Utah Clean Energy
- Rocky Mountain Power, electrical utility serving 85 percent of Utah's electricity demand
- Murray Power
- Kennecott Land
- Utah State Energy Program
- The Energy Foundation
- Ecos Consulting
- Needham Homes

## **Resumes**

## Jordan B. Gates

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1421 west 500 north  
Salt Lake City, Utah 84116  
(801) 548-8419  
Jordyfin@earthlink.net

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### EDUCATION AND TRAINING

Bachelors of Science degree in environmental studies, University of Utah. Salt Lake City, Utah. May 2006  
Graduated Magna Cum Laude  
Recipient Eugene K Andreason Merit Scholarship

### PROFESSIONAL EXPERIENCE

*Environmental Advisor to the Mayor* (Aug06-present)  
Salt Lake City, Utah

Manage Salt Lake City's broad-based environmental outreach programs. Cultivate professional relationships with industry, local businesses, government agencies and non-profit organizations to fund and implement environmental projects. Public outreach and education to businesses, community groups, university professors and students, and national and international environmental conferences. Quantify pollution and greenhouse gas emissions reductions. Draft public policy related to the environmental sustainability. Lead and participate in governmental and community based committees. Advise and inform the Mayor of environmental issues.

*Intern Utah Clean Energy* (May06-Aug06)  
Salt Lake City, Utah

Create educational materials for area residents about home-based energy systems. Educate businesses as to the benefits of purchasing Blue Sky wind energy. Maintain contact with stakeholders to market and promote investment in alternative energy.

*Intern Salt Lake City Mayor's Office* (Dec.06-May06)  
Salt Lake City, Utah

Assist in the implementation of environmentally responsible city programs. Consult with local business to achieve environmental goals specific to the Mayor's environmentally and economically responsible business program. Conduct research into new ideas and technologies to further the city's vision of an environmentally sustainable future.

*President Yewtah Refinishing, Countertop Specialists* (1998-May06)  
Salt Lake City, Utah

Develop and promote resurfacing products and applications that revitalize and reuse damaged and outdated countertops. Assist with the design and renovation of residential kitchens and bathrooms. Cultivate business relationships with over 75 commercial rental and real estate organizations throughout the Wasatch front.

**PUBLICATIONS** Not applicable

## Jordan B. Gates

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### SYNERGISTIC ACTIVITIES

As the Environmental Advisor to the Mayor of Salt Lake City:

- cultivate professional relationships with industry, local businesses, government agencies and non-profit organizations to implement environmental projects.
- Conduct public outreach and education to businesses, community groups, university professors and students, and national and international environmental conferences on energy efficiency strategies and alternative energy options.
- Quantify pollution and greenhouse gas emissions reductions in municipal operations.
- Promote investment in alternative energy to residents, businesses, and government officials

## SARAH WRIGHT

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1014 2<sup>nd</sup> Ave  
Salt Lake City, Utah 84103  
(801) 363-4046  
[sarah@utahcleanenergy.org](mailto:sarah@utahcleanenergy.org)

### EDUCATION AND TRAINING

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- |           |   |                    |
|-----------|---|--------------------|
| June 1989 | <b>University of Utah</b>   | Salt Lake City, UT |
|           | • Master of Science in Public Health—Emphasis: Industrial Hygiene |                    |
| June 1982 | <b>Bradley University</b>   | Peoria, IL         |
|           | • Bachelor of Science, Geology, Graduated Cum Laude               |                    |

### PROFESSIONAL EXPERIENCE

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1/2001–Present	<b>Utah Clean Energy</b>	Salt Lake City, UT
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*Executive Director and Founder*

Utah Clean Energy is a 501(c)3 solution-based organization promoting new energy technologies for economic development and diversification of Utah's energy supply. Utah Clean Energy supports market mechanisms, consensus building and diverse partnerships with utilities, local and state government, industry, the agricultural sector and utility regulators. Major funders include Energy Foundation, Rocky Mountain Power, State of Utah, and the Southwest Energy Efficiency Project.

- Serve on Governor Huntsman's Energy Advisory Council and Climate Change Advisory Council providing information and policy support for energy efficiency and renewable energy
- Work with diverse sectors to promote new energy technologies, revitalizing rural economies and attracting new energy technology industries to Utah.
- Participate in Utah Public Service Commission proceedings relating to the electricity and natural gas sectors.
- Educate and connect rural communities and constituents with available funding sources such as USDA grant money, utility incentives, and State Tax credits.
- Coordinate and facilitate Utah Solar and Energy Efficiency Working Groups, collaborative groups comprised of representatives from federal, state and local governments, utilities, renewable energy industries, clean energy advocates, environmental organizations, landowners, and other entities interested in the development of solar and energy efficiency in Utah.
- Market PacifiCorp/Utah Power's Blue Sky wind program to residential and business customers. This program has become the third largest utility-based green pricing program in the United States.
- Work to lower financial barriers and move the solar market through the regulatory arena through the Million Solar Roof Partnership between the Utah Clean Energy, US Department of Energy and Salt Lake City.
- Partner with higher educational institutions, including University of Utah and Brigham

## SARAH WRIGHT

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Young University's Marriott School of Management, to move the clean energy market through the promotion of university clean energy purchases.

- Promote community campaigns for clean energy using a market-based approach in the Moab, Park City, Sundance and Salt Lake City areas.

8/1986 – 3/2001

**IHI Environmental**

Salt Lake City, UT

*Senior Environmental Consultant*

IHI Environmental is a full service environmental and occupational health and safety consulting firm headquartered in Salt Lake City, Utah.

- Provided comprehensive occupational health, safety and environmental consulting services to commercial, industrial, and governmental clients. Clients included: Church of Jesus Christ of Latter Day Saints, IHC Corporation, Chevron Refinery, Wasatch Constructors I-15 Expansion Project, University of Utah, VA Medical Center, Kennecott Copper, Merit Medical, United States Postal Service, Honeywell International, Hill Air Force Base, Chung and Associates and United States General Services Administration.
- Designed and managed all facets of both long-term large projects and fast-track, small projects.
- Provided permitting and compliance management services for air quality and occupational safety and health regulations. Acted as liaison between client and regulatory agencies.
- Developed successful long-term working relationships with utility regulators, industrial, commercial, and governmental clients.
- Designed comprehensive training programs for compliance with environmental and safety regulations.

### **PUBLICATIONS**

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Not applicable

### **SYNERGISTIC ACTIVITIES**

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- Coordinate and facilitate Utah Solar and Energy Efficiency Working Groups, collaborative groups comprised of representatives from federal, state and local governments, utilities, renewable energy industries, clean energy advocates, environmental organizations, landowners, and other entities interested in the development of solar and energy efficiency in Utah.
- Market Rocky Mountain Power/Utah Power's Blue Sky wind program to residential and business customers. This program has become the third largest utility-based green pricing program in the United States.
- Work to lower financial barriers and move the solar market through the regulatory arena through the Million Solar Roof Partnership between the Utah Clean Energy, US Department of Energy and Salt Lake City.
- Promote community campaigns for clean energy and energy efficiency using a market-based approach in the Moab, Park City, Sundance and Salt Lake City areas.

# Sara Elsbeth Baldwin

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1014 2<sup>nd</sup> Avenue • Salt Lake City, UT 84103  
(801) 363-4046 • [sbaldwin@utahcleanenergy.org](mailto:sbaldwin@utahcleanenergy.org)

## **EDUCATION and TRAINING**

**University of Utah** Salt Lake City, Utah 2000 - present

- **Honors B.S. Environmental Studies and B.A. Spanish**
- G.P.A 3.789; Dean's List
- Honors Program (*Honors Thesis Topic: Examining Sustainable Energy Policies and Practices for Utah*)
- Phi Beta Kappa Honor Society
- Environmental Studies Student Advisory Committee

**Universidade de Vigo** Galicia, Spain 02/02 – 06/02

- International Student Exchange Program
- Certificado en Curso de Español Para Extranjeros (Nivel Superior)
- Upper Division Spanish literature, history, and economics courses

## **PROFESSIONAL EXPERIENCE**

### **Community Programs Coordinator**

**Utah Clean Energy** Salt Lake City, Utah 05/04 - present

- Collaborate with representatives from industry, government, business, utility, and rural interests to advance renewable energy and energy efficiency in Utah.
- Coordinate with media and community groups to garner attention around energy-related projects.
- Organize and participate in outreach events to educate public on renewable energy, environmental impacts of energy production, energy efficiency, and policy/economic incentives for clean energy.
- Assist with legislation and regulatory efforts regarding renewables, energy efficiency, and clean energy technologies.
- Facilitate the Utah Solar Working Group and Utah Energy Efficiency Working Group and maintain regular contact with diverse stakeholders to conduct working group activities.
- Partner with the Utah Solar Energy Association to organize the Utah Solar Building Tour 2006.
- Coordinate with Solar Industry and the State Energy Program to facilitate the creation and adoption of a Utah Solar PV license.
- Create and maintain contacts with business owners to market renewable energy and educate on the benefits of sustainable business practices.
- Supervise and coordinate interns and volunteers to conduct community and university Clean Energy Campaigns.

# Sara Elsbeth Baldwin

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## **IE3 Global Intern**

**Centro de Estudios Pluriculturales**      Otavalo, Ecuador      06/05 – 08/05  
**(Center for Multicultural Studies)**

- Assist with environmental education programs in indigenous communities in Ecuador
- Create environmental education plan and curriculum for inorganic waste reduction and management (written in Spanish).
- Interview indigenous peoples on organic agriculture methods and cultural traditions associated with agriculture.
- Develop publication on Andean organic agricultural methods and cultural practices (written in Spanish).

## **Domestic Violence Shelter Advocate**

**YWCA**      Salt Lake City, Utah      10/03 – 09/04

- Connect shelter residents with social agencies and provide support for victims of domestic violence.
- Translate and interpret for Spanish-speaking clients.
- Develop cross-cultural communication skills to address needs of diverse clientele.
- Take domestic violence crisis calls and offer community referrals and assistance.

## **Co-Director Environmental Action Team**

**Lowell Bennion Community Service Center**      University of Utah      09/01 - 05/02

- Recruit student volunteers.
- Organize environmental service projects for university students
- Coordinate with local non-profit organizations to help them meet their needs.

## **PUBLICATIONS**

Not applicable

## **SYNERGISTIC ACTIVITIES**

- Facilitate the Utah Solar Working Group and Utah Energy Efficiency Working Group and maintain regular contact with diverse stakeholders to conduct working group activities.
- Coordinate with Solar Industry and the State Energy Program to facilitate the creation and adoption of a Utah Solar PV license.
- Collaborate with representatives from industry, government, business, utility, and rural interests to advance renewable energy and energy efficiency in Utah.



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## **Ann M. Ober**

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150 South 800 East, #G12  
Salt Lake City, UT 84102  
(801) 577-5668

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### **EDUCATION AND TRAINING**

#### **Pacific Lutheran University**

Bachelor of Arts, 2000

Major: Communication with a Public Relations emphasis

Minor: Political Science

#### **University of Utah**

Executive Masters in Public Administration Program - In Process

### **PROFESSIONAL EXPERIENCE**

**Salt Lake County**

**January 2005 – present**

#### **Environmental Policy Coordinator (October 2006- present)**

- Plan, develop, implement and evaluate Salt Lake County environmental programs and projects utilizing appropriate methodologies to achieve sound, reliable, fact-based conclusions and recommendations;
- Create and maintain a strong network of Salt Lake County Employees, state government and local nonprofits involved in environmental programming;
- Assist in the justification of budget requests and programming in the environmental arena;
- Develop and implement the County's Environmental Master Plan and coordinating performance goals and objectives;
- Facilitate environmental programs and projects to achieve County Environmental Master Plan objectives;
- Prepare records, reports, correspondence and other written materials appropriate to stakeholders and constituents;
- Analyze environmental settings, operational and administrative problems;
- Evaluate programming and alternatives and make programmatic recommendations;
- Provide education and outreach for the County and County employees on environmental issues;
- Work with departments and divisions in the creation of new ordinances.

#### **Director of Community Relations and Diversity Affairs (January 2006 – October 2006)**

- Advised the Mayor and CAO on environmental issues and programs;
- Managed community council financial needs including the disbursement of financial forms and funds and the creation of a special funding program;
- Coordinated a summit and survey process required by the state statute utilizing multiple state elected officials, county and municipal governing bodies and divisions and community and non-governmental organizations.

## **Ann M. Ober**

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### **Community Relations Specialist (January 2005- January 2006)**

- Planned, developed, implemented and evaluated Salt Lake County environmental programs and projects utilizing appropriate methodologies to achieve sound, reliable, fact-based conclusions and recommendations;
- Administered meetings between governmental and non-governmental organizations;
- Advised the Mayor and CAO on environmental issues and programs;
- Prepared records, reports, correspondence and other written materials appropriate for stakeholders and constituents;
- Evaluated programming and alternatives and made programmatic recommendations;
- Managed community council financial needs including the disbursement of financial forms and funds and the creation of a special funding program.

### **Don't Amend Alliance**

**August 2004 - November 2004**

#### **Field Director**

- Managed field team and related projects, including volunteer organization, event participation, phone bank, and literature drop;
- Collected, interpreted, evaluated and reported on voter data in a quantitative and quantitative form;

### **Beau Babka for Congress Campaign**

**May 2004 – August 2004**

#### **Campaign Manager**

- Hired and managed a team of three staff people and volunteers for a first-time congressional candidate's campaign organization;
- Developed the campaign budget and assisted with fundraising efforts.

### **Office of U.S. Rep. Peter Visclosky (D-IN) U.S. House of Representatives**

**March 2002-May 2004**

#### **Legislative Assistant/Correspondence Manager**

- Managed Legislative Correspondents;
- Organized external and internal stakeholders on various public policy issues including environment and healthcare;
- Collected, interpreted, evaluated and created reports on public policy data in a qualitative form.

**PUBLICATIONS** Not applicable

### **SYNERGISTIC ACTIVITIES**

- Coordinated a summit and survey process required by the State of Utah statute utilizing multiple state elected officials, county and municipal governing bodies and divisions and community and non-governmental organizations.
- Work with Salt Lake County departments to create new environmental ordinances.

## *Francisco Benavides*

4664 W 8230 S, West Jordan UT 84088  
(801) 280-6409 francisco\_benavides@lycos.com

### **EDUCATION AND TRAINING**

PhD in Environmental Science, Environmental Policy specialization  
Oklahoma State University

December 2005.  
Stillwater, Oklahoma.

- GPA: 4.0/4.0.
- Dissertation: "Policy alternatives for balancing conservation and agricultural expansion in the tropics".
- Research and Teaching Assistant, Department of Civil and Environmental Engineering.
- President, Society of Environmental Scientists, 2002 - 2003.

Master of Science in Chemical Engineering  
West Virginia University

May 1996.  
Morgantown, West Virginia.

- GPA: 4.0/4.0.
- Research Assistant, Department of Chemical Engineering.
- President, Chemical Engineering Graduate Student Organization, and Hispanic Student Association, 1995 - 1996.

Bachelor of Science in Chemical Engineering  
Universidad de Costa Rica

December 1991.  
San José, Costa Rica.

- GPA: 8.53/10.
- Awarded Honor Mention for graduation project.
- Teaching Assistant, Department of Chemistry.

### **PROFESSIONAL EXPERIENCE**

Manager, Sustainable Development, Environment, Health and Safety. Kennecott Land Company – Salt Lake City, Utah. 2005 - present.

- In charge of: driving systems to position the company as a recognized leader in sustainable development; establishing and implementing strategies to minimize and mitigate the company's potential future environmental impacts; supporting operations by developing environmental, health, and safety incident prevention programs and management systems; and creating disaster management and business recovery programs. Manage multi-million dollar contracts.
- Saved the company over \$3 million by re-negotiating a soil remediation permit for improved business flexibility while preventing public health issues; took the company to its best safety record with no lost time injuries for over 16 months and more than 800,000 hours worked; to raise the company's sustainability performance, facilitated the execution of over 12 SD initiatives and was able to involve more than 1/3 of the workforce in SD projects; maintained the ISO14001 certification.

Environmental, Health and Safety (EHS) Manager. Intel Corporation - Manila, Philippines. 2000 - 2002.

- Implemented and improved environmental excellence, regulatory affairs, incident management, community outreach, ergonomics, employee and contractor safety, industrial hygiene, health and wellness, and self-assessment systems.
- Took the company to its best level of performance ever: completed the ISO 14001 certification, generated savings of over \$1 million in waste minimization, decreased injury

## *Francisco Benavides*

rates to a level seven times lower than the corporate average and 90% lower than two years before.

- Provided EHS support to two major sites with 7000+ employees and several minor sales/marketing offices totaling another 2000 employees. Was also responsible for supporting mergers and acquisitions in the Asia region from the EHS perspective.
- Managed an organization of 37 people and controlled a budget of \$3 million. Managed international contracts, including supplier selection and negotiation with government authorities.

Environmental, Health and Safety Manager. Intel Corporation - San Jose, Costa Rica. 1997 - 2000.

- Implemented a world class EHS program during a start-up by transferring technology, building a training program, developing and tracking indicators, driving management systems to accomplish goals, synergizing with other sites and handling government and community relations.
- Led the creation of a bi-lateral agreement between the US and Costa Rica for the exportation of hazardous waste, reduced safety incidents by 40% per year, had zero regulatory violations and citations, and led the improvement of EHS standards in the entire country.
- Responsible for a site of 2500+ employees, managed a department of 18 people and controlled a budget of \$1 million.

Quality Assurance Representative. The Coca-Cola Company, Central America/Caribbean Division - San Jose, Costa Rica. 1990 - 1994.

- Inspected and provided consulting services to bottlers to improve and protect the product and package quality of their operations.
- Drove the implementation of quality systems, performed troubleshooting of process problems, launched new products/packages, led start-ups and line modifications.
- Was selected as member of an international task force in 1993 to perform a readiness assessment in India for the re-introduction of Coca-Cola in that market.

Assistant to the Packaging Manager. The Coca-Cola Company, Central America/Caribbean Division - San Jose, Costa Rica. 1988 - 1990.

- Performed the Packaging Laboratory analyses for the approval of new packages and the improvement of existing ones.
- Implemented projects in the areas of plastic bottle recycling and crown cap oxidation. Developed a quantitative method for measuring the oxidation resistance of metal caps that was later adopted as a company standard.

**PUBLICATIONS** Not applicable

### **SYNERGISTIC ACTIVITIES**

- Facilitated the execution of over 12 sustainable development initiatives for Kennecott Land Company and involved more than 1/3 of the workforce in SD projects;
- Led the creation of a bi-lateral agreement between the US and Costa Rica for the exportation of hazardous waste, reduced safety incidents by 40% per year.
- Demonstrated project management and problem solving skills during 12 years of experience executing government, regulatory and community outreach programs, influencing various levels of management, and leading multi-cultural teams.

### Budget Information - Non Construction Programs

<b>Section A - Budget Summary</b>						
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. Solar City Partnership	81.117			\$197,286	\$197,286	\$394,572
2.						\$0
3.						\$0
4.						\$0
5. Totals		\$0	\$0	\$197,286	\$197,286	\$394,572

<b>Section B - Budget Categories</b>					
6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1) Solar City Partnership	(2)	(3)	(4)	
a. Personnel	\$12,622				\$12,622
b. Fringe Benefits	\$3,338				\$3,338
c. Travel	\$3,000				\$3,000
d. Equipment	\$0				\$0
e. Supplies	\$0				\$0
f. Contractual	\$178,326				\$178,326
g. Construction	\$0				\$0
h. Other	\$0				\$0
i. Total Direct Charges (sum of 6a-6h)	\$197,286	\$0	\$0	\$0	\$197,286
j. Indirect Charges					\$0
k. Totals (sum of 6i-6j)	\$197,286	\$0	\$0	\$0	\$197,286
7. Program Income	\$0				\$0

**Section C - Non-Federal Resources**

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals
8. DOE-Solar America Initiative Market Transformation-Solar City Strategic Partnerships	\$18,488	\$0	\$178,798	\$197,286
9.				\$0
10.				\$0
11.				\$0
12. <b>Total</b> (sum of lines 8 - 11)	\$18,488	\$0	\$178,798	\$197,286

**Section D - Forecasted Cash Needs**

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter
13. Federal	\$93,556	\$25,933	\$25,933	\$25,933	\$25,933
14. Non-Federal	\$0				
15. <b>Total</b> (sum of lines 13 and 14)	\$93,556	\$25,933	\$25,933	\$25,933	\$25,933

**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. DOE-Solar America Initiative Market Transformation-Solar City Strategic Partnerships	\$103,730			
17.				
18.				
19.				
20. <b>Total</b> (sum of lines 16-19)	\$103,730	\$0	\$0	\$0

**Section F - Other Budget Information**

21. Direct Charges	22. Indirect Charges
23. Remarks	

## Budget Justification

### A. Personnel

#### FEDERAL REQUEST

<u>Position</u>	<u>Annual Salary</u>	<u>Level of Effort</u>	<u>Fiscal Year</u> <u>2007/2008</u>	<u>Fiscal Year</u> <u>2008/2009</u>
Grant Fiscal Administrator	\$52,595	12%	\$6,311	\$6,311

The Grant Fiscal Administrator will devote 12 percent of effort (240 hours per year) to the project as a full-time employee of Salt Lake City Corporation. The project activities of the Grant Fiscal Administrator will include submitting quarterly financial reports, liaising with federal grant program manager(s), and coordinating contractual negotiations between Salt Lake City Corporation and subrecipients/consultants.

#### NON-FEDERAL MATCH

<u>Position</u>	<u>Hourly Rate</u>	<u>Number</u> <u>of Hours</u>	<u>Fiscal Year</u> <u>2007/2008</u>	<u>Fiscal Year</u> <u>2008/2009</u>
Environmental Advisor to the Mayor	\$26	100	\$2,600	\$2,600
Principal Planner	\$22	60	\$1,320	\$1,320
Senior City Attorney	\$55	60	\$3,300	\$3,300

Salt Lake City Corporation is contributing \$14,440 from a percentage of the salaries of three full-time city employees who will be carrying out activities related to the "Solar Salt Lake" program. The Environmental Advisor will devote 5 percent of effort (100 hours per year) to the project as the Project Coordinator. As the Project Coordinator, the position will coordinate the Leadership Team, direct the City's participation in the project, and facilitate collaborative activities between the City and the project partners. The Principal Planner will devote 3 percent of effort (60 hours per year) to the project and provide technical expertise to recommend building code and zoning adjustments and to present proposed zoning ordinance changes to the Salt Lake City Planning Commission. The Senior City Attorney will devote 3 percent of effort (60 hours per year) to provide legal counsel for potential zoning ordinance changes to promote solar resource protection and solar access for residences and businesses.

**Total Personnel                      \$27,062**

### B. Fringe

#### FEDERAL REQUEST

<u>Position</u>	<u>Component</u>	<u>Wage/Rate</u> <u>Computation</u>	<u>Fiscal Year</u> <u>2007/2008</u>	<u>Fiscal Year</u> <u>2008/2009</u>
Grant Fiscal Administrator:				
	FICA/Medicare	\$52,595 x 7.65% x 12%	\$483	\$483
	State Retirement	\$52,595 x 11.59% x 12%	\$731	\$731
	501c(9)	\$23.08/pay period x 26 x 12%	\$72	\$72
	Life Insurance	\$5.19/pay period x 26 x 12%	\$16	\$16

## Budget Justification

Health Insurance    \$117.50/pay period x 26 x 12%                      \$367                      \$367

Fringe benefits for the Grant Fiscal Administrator are based on the standard employee fringe benefits package offered by Salt Lake City Corporation and calculated based on the percentage of effort (12%) the position will devote to the project.

### NON-FEDERAL MATCH

<u>Position</u>	<u>Component</u>	<u>Wage/Rate Computation</u>	<u>Fiscal Year 2007/2008</u>	<u>Fiscal Year 2008/2009</u>
<b>Environmental Advisor to the Mayor:</b>				
	FICA/Medicare	\$26 x 100 hrs. x 7.65%	\$199	\$199
	State Retirement	\$26 x 100 hrs. x 11.59%	\$301	\$301
	501c(9)	\$23.08/pay period x 26 x 5%	\$30	\$30
	Life Insurance	\$5.19/pay period x 26 x 5%	\$7	\$7
	Health Insurance	\$128/pay period x 26 x 5%	\$166	\$166
<b>Principal Planner:</b>				
	FICA/Medicare	\$22 x 60 hrs. x 7.65%	\$101	\$101
	State Retirement	\$22 x 60 hrs. x 11.59%	\$153	\$153
	501c(9)	\$23.08/pay period x 26 x 3%	\$18	\$18
	Life Insurance	\$5.19/pay period x 26 x 3%	\$4	\$4
	Health Insurance	\$128/pay period x 26 x 3%	\$100	\$100
<b>Senior City Attorney:</b>				
	FICA/Medicare	\$55 x 60 hrs. x 7.65%	\$252	\$252
	State Retirement	\$55 x 60 hrs. x 11.59%	\$382	\$382
	501c(9)	\$23.08/pay period x 26 x 3%	\$18	\$18
	Life Insurance	\$5.19/pay period x 26 x 3%	\$4	\$4
	Health Insurance	\$370/pay period x 26 x 3%	\$289	\$289

The City is contributing \$4,048 from a percentage of the standard employee fringe benefits for the Environmental Advisor to the Mayor, a Senior City Attorney, and a Principal Planner. The percentage is based on the level of effort each position will devote to the project activities as represented in Section A. Personnel Non-Federal Match. Salt Lake City Corporation adopted a new employee health insurance plan in fiscal year 2006-2007. The new plan offers single, double, or family rate plans. Matching dollars provided through the health insurance plans for the Environmental Advisor to the Mayor and the Principal Planner are calculated using the single rate of \$128 per pay period based on the health insurance plan enrollments of current employees filling the positions. Matching dollars provided through the health insurance plan of the Senior City Attorney are calculated on the family rate of \$377 per pay period based on the health insurance plan enrollment of the current employee filling the positions.

**Total Fringe                      \$7,386**



## Budget Justification

### C. Travel

#### FEDERAL REQUEST

<u>Purpose of Travel</u>	<u>Location</u>	<u>Item/Computation</u>	<u>Fiscal Year</u> 2007/2008	<u>Fiscal Year</u> 2008/2009
Regional Conference	Flagstaff, AZ			
	Conference Fee	\$275 x 2	\$550	0
	Airfare	\$290 x 2 travelers	\$580	\$0
	Lodging	\$90 x 3 nights x 2	\$540	\$0
	Per Diem	\$44 x 3 days x 2	\$264	\$0
	Taxi	\$50 x 1	\$50	\$0
Regional Conference	Flagstaff, AZ			
	Conference Fee	\$275 x 1	\$0	\$275
	Airfare	\$290 x 1 traveler	\$0	\$290
	Lodging	\$90 x 3 nights x 1	\$0	\$270
	Per Diem	\$44 x 3 days x 1	\$0	\$132
	Taxi	\$49 x 1	\$0	\$49

Travel costs are for three members of the Leadership Team to attend a national and/or regional solar/energy conference over the two-year project period. Potential conferences include the Aspen Conference on Climate Change, the National Energy/Environment Summit, and/or the Southwest Renewable Energy Conference. The airfare, lodging, per diem, and ground transportation costs are calculated based on the standard travel policies of Salt Lake City Corporation and based on two members attending a conference in year one and one member attending a conference in year two of the project.

#### NON-FEDERAL MATCH

None

<b><u>Total Travel</u></b>	<b><u>\$3,000</u></b>
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### D. Equipment

None

<b><u>Total Equipment</u></b>	<b><u>\$0</u></b>
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### E. Supplies

None

<b><u>Total Supplies</u></b>	<b><u>\$0</u></b>
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## Budget Justification

### F. Contractual

#### FEDERAL REQUEST

Organization Name	Service	Rate Computation	Fiscal Year 2007/2008	Fiscal Year 2008/2009
Utah Clean Energy:				
	Project management	\$50 x 2,412 hrs/year	\$60,300	\$60,300
	Travel	\$950 per person x 2 travelers	\$1,900	\$1,900
	Local mileage	\$0.36 x 700 miles/year	\$252	\$252
	Print policy briefs, etc.	\$0.08 x 13,750 copies	\$1,100	\$1,100
	Workshop materials	\$0.89 x 1,065 copies	\$948	\$948
	Regulatory consultant	\$50 x 100 hrs/year	\$5,000	\$5,000
	<b>Subtotal</b>		<b>\$69,500</b>	<b>\$69,500</b>
Salt Lake County:				
	Solar Bond Initiative Outreach Efforts	\$50 x 163 hrs/year	\$8,150	\$8,150
	Conference Travel	\$1,500 per person x 1 traveler	\$1,500	\$1,500
	Local mileage	\$0.445 x 786 miles/year	\$ 350	\$ 350
	<b>Subtotal</b>		<b>\$10,000</b>	<b>\$10,000</b>
Salt Lake City IMS:				
	Website construction/maintenance	\$62 x 10 hrs/year	\$620	\$620
	Radio PSA production	\$62 x 8 hrs/year	\$496	\$496
	City TV production	\$62 x 36 hrs. for 20 minutes	\$0	\$2,232
	<b>Subtotal</b>		<b>\$1,116</b>	<b>\$3,348</b>
Marketing Material Designer:				
	e-card template	\$85 x 2 hours	\$170	\$0
	Tri-fold brochure	\$85 x 12 hours	\$1,020	\$0
	Inter-governmental packet	\$85 x 30 hours	\$0	\$2,550
	Tri-fold display panel	\$85 x 30 hours	\$0	\$2,550
	<b>Subtotal</b>		<b>\$1,190</b>	<b>\$5,100</b>
Salt Lake City Copy Center:				
	Print tri-fold brochure	\$0.78 x 2,290 per year	\$1,786	\$1,786
	Inter-governmental packets	\$5 x 1,000 packets	\$0	\$5,000
	<b>Subtotal</b>		<b>\$1,786</b>	<b>\$6,786</b>

*Utah Clean Energy.* Salt Lake City Corporation will enter into a sole-source contract with Utah Clean Energy in the amount of \$139,000 for the implementation of the "Solar Salt Lake" program and for production of a comprehensive city and county-wide solar implementation plans. Utah Clean Energy will hire a Solar Program Associate at a consultant rate of \$50 per hour to perform 2,412 hours of general management and oversight of the program and to serve on the Leadership Team. Travel costs are for two travelers from Utah Clean Energy and/or the Leadership Team to attend a solar energy conference each year.

## Budget Justification

The estimated cost of \$950 per traveler includes airfare, conference fee, hotel, per diem, and ground transportation. The mileage reimbursement rate of \$0.36 per mile is based on cost provided by Utah Clean Energy. Printing and supply costs are based on local copying rates for producing policy briefs, reference materials, implementation plans, surveys, materials for the “Solar Salt Lake Workshops” and the presentations. Utah Clean Energy will subcontract with an independent contractor at a rate of \$50 per hour to provide consultation for additional local regulatory and technical issues.

*Salt Lake County.* As a subrecipient, Salt Lake County will expense \$20,000 over the two-year grant period. A total of \$8,150 will be spent each year toward educational and promotional materials, county-wide mailings, and other marketing initiatives for a \$5 million County bond to support renewable energy/energy efficiency projects and retrofits. The County will also expense \$1,500 a year toward travel and conference associated with attendance to national and/or regional energy and/or solar related conferences and mileage reimbursement for local travel of County staff. The estimated cost of \$1,500 per traveler for conference attendance includes airfare, conference fees, hotel, per diem, and ground transportation. The mileage reimbursement rate of \$0.445 per mile is based on cost provided by Salt Lake County.

*Salt Lake City IMS.* Salt Lake City Information Management Systems (IMS) will construct and maintain a website for the “Solar Salt Lake” program to support the community education activities of the project and to promote a \$3 million City bond to support renewable energy/energy efficiency projects and retrofits. Total contract costs of \$4,464 are based on the standard hourly rates for services provided by Salt Lake City IMS.

*Marketing Materials Designer.* Salt Lake City will contract with a local marketing specialist for \$6,290 to design electronic and hard-copy materials to promote solar technology among residents and local businesses and between local, county, and state governments. Costs are based on standard hourly rates of marketing design services in Salt Lake City.

*Salt Lake City Copy Center.* Salt Lake City Copy Center will print 4,580 copies of a “Solar Salt Lake” tri-fold brochure for distribution to citizen and business groups, environmental education agencies, architectural/design firms, the Mayor’s Office, the City’s Planning Division, the State of Utah, and institutions of higher education. The brochure will promote solar technology among residents and local businesses. The Copy Center will print 1,000 solar technology promotional packets for inter-governmental distribution. Printing rates are the standard contract rates that the Salt Lake City Copy Center has negotiated with the City. Salt Lake City Copy Center’s total costs for the grant period are estimated at \$8,572.

### NON-FEDERAL MATCH

Organization Name	Proposed Dollar Amount To Be Provided	Percentage of Project Cost	Cost Share
Ecos Consulting	\$5,000	1%	Services
Kennecott Land Company	\$50,000	13%	Services

## Budget Justification

Needham Homes	\$5,000	1%	Services
Rocky Mountain Power	\$45,000	11%	Services
Salt Lake County	\$13,998	4%	Services
Utah Clean Energy	\$59,800	15%	Services
Subtotal Third Party Cost Share	\$178,788	45%	Services

*Ecos Consulting.* Ecos Consulting is contributing \$5,000 in staff time to provide assistance with barrier identification and associated with reduction/elimination strategies. The matching is based on a consultant rate of \$55 per hour, and Ecos Consulting estimates 91 staff hours devoted to the “Solar Salt Lake” program.

*Kennecott Land Company.* Kennecott Land Company is contributing \$50,000 representing 909 hours of staff time at a rate of \$55 per hour to implement activities related to the “Solar Salt Lake” program. Staff activities will include:

- Research on the feasibility of mandatory solar photovoltaic installations on new housing developments
- Participation in the “Solar Salt Lake” Leadership Team and assistance with barrier identification and reduction/elimination strategies
- Facilitation of workshops and/or trainings for home builders on solar installations and related construction issues
- Development of educational materials for current and potential community residents on renewable energy options and energy efficiency.

*Needham Homes.* Needham Homes is contributing \$5,000 representing 91 hours of staff time at a rate of \$55 per hour to implement activities related to the “Solar Salt Lake” program. Staff activities will include trainings for home builders on solar installation and related construction issues and meeting with Salt Lake area land developers and builders to promote on solar PV integration and Hybrid Energy Home model.

*Rocky Mountain Power.* Rocky Mountain Power is committing an in-kind match of \$45,000 through its funding of highly visible solar photovoltaic installation(s) in community facilities projects within Salt Lake County boundaries over the course of the grant period.

*Salt Lake County.* Salt Lake County is contributing an in-kind match of \$13,998 toward the project. \$9,504 of the match is supplied through the participation of county staff toward “Solar Salt Lake” program activities. The staff contributing to the project include 20 hours per year for a Civil Attorney at a rate of \$51.73 per hour; 30 hours per year for the Department Fiscal Administrator at a rate of \$34.39 per hour; and 100 hours per year for the Environmental Program Manager at a rate of 26.86 per hour. Matching funds from the fringe benefits of the three county employees totals \$3,174 and is based on the standard fringe benefit package of Salt Lake County that includes FICA/Medicare, retirement, 401(k), and health insurance. The balance \$1,320 of match funds is provided through expenses for printing, office supplies, and mileage allowance for staff activities related to the project.

## Budget Justification

*Utah Clean Energy.* Utah Clean Energy is contributing \$59,800 in staff time to serve as the primary investigator(s) for the “Solar Salt Lake” program and to produce the project deliverables. The match is based on a consultant rate of \$50 per hour. Utah Clean Energy estimates that three full-time staff will devote approximately 1,196 hours to the program over the grant period.

**Total Contractual    \$357,124**

### G. Construction

None.

**Total Construction    \$0**

### H. Other

None

**Total Other    \$0**

### I. Indirect Costs

None.

**Total Indirect Costs    \$0**

**Total Project Costs**

**\$394,572**

## **Budget Justification**

### **Sole Source Justification**

Salt Lake City Corporation is entering into a sole-source contract with Utah Clean Energy Alliance (D.B.A. Utah Clean Energy) to serve as the principal investigator for the “Solar Salt Lake” program. Utah Clean Energy is a Utah-based 501( c ) 3 nonprofit organization working to advance energy efficiency and clean renewable energy technologies across the State. The agency works through advocacy, education, and diverse partnerships and has demonstrated a successful track record in advancing renewable energy and energy efficiency.

Utah Clean Energy is the primary agency in the state that combines policy initiatives with general public/education outreach in an effort to advance both solar and energy efficiency programs. Utah Clean Energy has consulted and/or facilitated clean energy projects for several government entities including the State of Utah, Salt Lake County, Cedar Hills, Moab, Park City, Salt Lake City, and Sundance. In addition, they have assisted with the development of clean energy and energy efficiency policies at state and local levels, including defining state-level policies that support the goal of Governor Huntsman to improve the state’s energy efficiency by 20 percent by the year 2015.

Utah Clean Energy is the key contract partner with Salt Lake City Corporation for the implementation of Phase I and Phase II of the U.S. Department of Energy’s Salt Lake City Million Solar Roofs Partnership. Utah Clean Energy assisted Salt Lake City with all phases of program implementation, strategy development, and program execution. The partnership has resulted in a pilot utility solar photovoltaic (PV) rebate program that reduces financial barriers to solar photovoltaic installations and in the installation of a net-metered 20-kW demonstration PV project at the Salt Lake Palace Convention Center.

## Budget Justification

### Budget Summary

<u>Budget Category</u>	<u>Federal Request</u>	<u>Non-Federal Match</u>	<u>Total</u>
A. Personnel	\$12,622	\$14,440	\$27,062
B. Fringe Benefits	\$3,338	\$4,048	\$7,386
C. Travel	\$3,000	\$0	\$3,000
D. Equipment	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0
F. Contractual	\$178,326	\$178,798	\$357,124
G. Construction	\$0	\$0	\$0
H. Other	\$0	\$0	\$0
Total Direct Costs	\$197,286	\$197,286	\$394,572
<u>I. Indirect Costs</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<b>TOTAL PROJECT COSTS</b>	<b>\$197,286</b>	<b>\$197,286</b>	<b>\$394,572</b>

### Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

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. Solar City Partnership	81.117			\$139,000	\$59,800	\$198,800
2.						\$0
3.						\$0
4.						\$0
5. Totals		\$0	\$0	\$139,000	\$59,800	\$198,800

Section B - Budget Categories					
6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1) Solar City Partnership	(2)	(3)	(4)	
a. Personnel	\$120,600				\$120,600
b. Fringe Benefits	\$0				\$0
c. Travel	\$4,304				\$4,304
d. Equipment	\$0				\$0
e. Supplies	\$4,096				\$4,096
f. Contractual	\$10,000				\$10,000
g. Construction	\$0				\$0
h. Other	\$0				\$0
i. Total Direct Charges (sum of 6a-6h)	\$139,000	\$0	\$0	\$0	\$139,000
j. Indirect Charges					\$0
k. Totals (sum of 6i-6j)	\$139,000	\$0	\$0	\$0	\$139,000
7. Program Income					\$0



**Section C - Non-Federal Resources**

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals
8. DOE-Solar America Initiative Market Transformation-Solar City Strategic Partnership			\$59,800	\$59,800
9.				\$0
10.				\$0
11.				\$0
12. Total (sum of lines 8 - 11)	\$0	\$0	\$59,800	\$59,800

**Section D - Forecasted Cash Needs**

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter
13. Federal	\$69,500	\$17,375	\$17,375	\$17,375	\$17,375
14. Non-Federal	\$0				
15. Total (sum of lines 13 and 14)	\$69,500	\$17,375	\$17,375	\$17,375	\$17,375

**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. DOE-Solar America Initiative Market Transformation Solar City Strategic Partnership	\$69,500			
17.				
18.				
19.				
20. Total (sum of lines 16-19)	\$69,500	\$0	\$0	\$0

**Section F - Other Budget Information**

21. Direct Charges	22. Indirect Charges
23. Remarks	

## **Commitment Letters from Project Participants**



ROSS C. "ROCKY" ANDERSON  
MAYOR

## SALT LAKE CITY CORPORATION

OFFICE OF THE MAYOR

January 4, 2007

Ms. Beth Dwyer  
U.S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

Dear Ms Dwyer:

Salt Lake City is pleased to submit an application requesting \$197,286 from the U.S. Department of Energy's Solar City Strategic Partnerships grant. We recognize the enormous potential that our partnership with Salt Lake County, Utah Clean Energy, Rocky Mountain Power, and Kennecott Land Company will have in developing long-term policies to encourage solar development across the Salt Lake Valley.

In 2002, Salt Lake City set a goal to comply with the Kyoto Protocol and reduce the emissions of our municipal operations to 7% below 1990 levels by 2012. We are extremely proud that by 2006 we have developed policies that reduce 35,000 tons of eCO<sub>2</sub> annually, and have already accomplished 148% of our goal.

Recognizing that there is still much to do, we are seeking to further reduce our community's carbon emissions and dependence on fossil fuels through new and innovative programs. The Solar City Strategic Partnerships grant will provide the tools and resources for Salt Lake City to encourage investment in renewable, solar energy and help develop a nationally recognized solar city.

As the U.S. begins to move toward a carbon neutral economy, solar energy will become increasingly relevant in effectively fighting climate change and ensuring a safe and reliable energy future. I am pleased to offer my commitment to this ground-breaking opportunity.

Sincerely,

Ross C. Anderson  
Mayor

451 SOUTH STATE STREET, ROOM 406, SALT LAKE CITY, UTAH 84111

TELEPHONE: 801-535-7704 FAX: 801-535-6331

[www.slcgov.com](http://www.slcgov.com)





**SALT LAKE  
COUNTY**

**PETER M. CORROON**  
Salt Lake County Mayor

2001 South State Street  
Suite N-2100  
Salt Lake City, UT 84190-1020

801 / 468-2500  
801 / 468-3535 fax

December 27, 2006

Ms. Beth Dwyer  
U.S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

To Whom It May Concern:

Salt Lake County is committed to discovering new solutions to the valleys energy needs. As a local government, the County has an ability to direct internal energy policy as well as an opportunity to provide incentives for local businesses and homeowners to expand their use of alternative energies.

The Solar Salt Lake Program will allow participants to strengthen relationships between government entities, local advocates and private industry. Through the process, I hope we will find new opportunities for minimizing the valleys dependency on oil. My office looks forward to participating as a leadership team member and hope our support will drive community participation.

Should the grant be presented to the Solar Salt Lake Program, the team assembled will be able to utilize the funds to make a difference for over one million residents. To reach that goal, Salt Lake County has committed to providing an in-kind donation of \$13,998 for the two-year period.

Please feel free to contact Ann Ober, Salt Lake County Environmental Policy Coordinator, should you have any questions or concerns. She may be reached at 801-577-5668 or [aober@slco.org](mailto:aober@slco.org). Thanks for your time and we hope to be working with you on this important endeavor.

Regards,

Peter M. Corroon  
Mayor, Salt Lake County



Office of the Governor

JON M. HUNTSMAN, JR.  
Governor

GARY R. HERBERT  
Lieutenant Governor

December 12, 2006

Beth Dwyer  
U.S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

**RE: Utah Clean Energy Proposal – U.S. Department of Energy – Solar America Initiative, Solar City Strategic Partnerships Program**

Dear Ms. Dwyer,

I am pleased to write this letter of support for Salt Lake City and their application for funding to support the "Solar Salt Lake" program. This program represents collaboration between Salt Lake City, Salt Lake County, and Utah Clean Energy and will result in an aggressive implementation plan to promote mainstream solar photovoltaic adoption by 2015.

Renewable energy development and energy efficiency measures are an integral component of Utah's energy future. Governor Huntsman's Office is committed to developing long-term strategies that support diverse renewable energy development. We look forward to developing the "Solar Salt Lake" program and will explore opportunities to replicate components of the plan at a state level.

Salt Lake City and Salt Lake County will be working closely with Utah Clean Energy to advance an in depth solar implementation plan. As Governor Huntsman's Energy Advisor, I have worked extensively with Utah Clean Energy's Executive Director, Sarah Wright, who serves on the Governor's Energy Advisory Council. Her knowledge of and passion for clean energy solutions continues to be an asset to the Council and Governor's Office as we work to develop a comprehensive State Energy Policy.

Salt Lake City and County have proven to be great leaders in the drive to assess and access greater renewable potential in Utah. Thus fostering further collaboration could result in fundamental benefits in terms of alternative energy development and the ultimate realization of a more diverse energy portfolio.

My positive experiences working with Salt Lake City, Salt Lake County, and Utah Clean Energy affirm their commitment and ability to advance clean energy solutions, such as solar photovoltaic energy. I commend their efforts and encourage the approval of their funding request. I am available to answer any questions you might have regarding this recommendation and can be reached at 801-538-8802.

Sincerely,

Dr. Laura Nelson  
Energy Advisor, Governor Jon Huntsman



January 3, 2007

Beth Dwyer  
U.S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

Dear Ms. Dwyer,

Utah Clean Energy is pleased to be an integral member of the "Solar Salt Lake" Program. This collaborative partnership between Salt Lake City, Salt Lake County, Utah Clean Energy, and Kennecott Land will result in a comprehensive solar implementation plan that will impact the Salt Lake Valley and the entire state of Utah. We feel that Salt Lake City is an ideal applicant for the Solar City Strategic Partnerships Program, as they are a nationally recognized leader in environmental and energy-related initiatives.

As a primary partner of the "Solar Salt Lake" Program, the Utah Clean Energy commits to providing in-kind support in the amount of \$59,800 over the 2-year program period.

Utah Clean Energy is a non-profit organization working to speed the transition to a safer, cleaner, and more sustainable energy future. We have worked closely with communities throughout Utah, such as Salt Lake City, Salt Lake County, Park City, and Moab, to develop policies and programs that support renewable energy deployment. We also provided technical management and program consultation to Salt Lake City through the Department of Energy funded Million Solar Roof's Partnership, Phases 1 & 2. We are eager to build on the foundation established through the MSR program, by significantly increasing solar energy development in Utah.

We look forward to working with Salt Lake City and Salt Lake County as a part of this innovative program. Please feel free to contact us if you have any questions about our participation in this project at (801) 363-4046. We sincerely appreciate your consideration of this funding request.

Sincerely,

A handwritten signature in black ink that reads "Sarah Wright". The signature is written in a cursive, flowing style.

Sarah Wright  
Executive Director



Richard Walje  
President  
201 South Main, Suite 2400  
Salt Lake City, Utah 84111

December 28, 2006

Beth Dwyer  
U.S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

Re: U.S. Department of Energy's Solar City Strategic Partnerships Program

Dear Ms. Dwyer,

Rocky Mountain Power is pleased to support Salt Lake City's grant application for the U.S. Department of Energy's Solar City Strategic Partnerships Program. This partnership is a tremendous opportunity to build a long-term solar infrastructure in Utah.

As the primary electricity provider in Utah, Rocky Mountain Power is committed to investing in renewable energy projects. Through our Blue Sky program, we financially support the development of community-based energy projects that utilize solar technologies. We see this as a valuable investment in Utah's energy future.

Rocky Mountain Power is committed to support the "Solar Salt Lake" Program by providing \$45,000 of in-kind match through community solar installations over a two-year period (from October 2007 to September 2009).

Sincerely,

A handwritten signature in cursive script that reads "RWalje".

Richard Walje  
President, Rocky Mountain Power

cc: Sarah Wright, Utah Clean Energy  
Rebecca Nelson, Utah Clean Energy



MURRAY CITY CORPORATION  
CITY POWER

Daniel C. Snarr, Mayor  
Gary O. Merrill, General Manager  
801-264-2730 FAX 801-264-2731

December 27, 2006

Ms. Beth Dwyer  
U. S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

Dear Ms. Dwyer,

Murray City Power is the only municipally-owned electric utility in Salt Lake County, which is dominated in land area by the Salt Lake Valley and which is also the location of Salt Lake City. We share the Salt Lake Valley airshed with residents of Salt Lake City and County, and share a concern for the health and safety of that airshed.

Murray City Power supports Salt Lake City's efforts in applying for the U. S. Department of Energy's Solar City Strategic Partnerships Program. Salt Lake City's partnership with Salt Lake County, Utah Clean Energy, and Kennecott Land, represents a tremendous initiative to build a long-term solar infrastructure in Utah. This is consistent with Murray City Power's continued efforts to enhance the sustainability of energy resources for our community, county, state and nation. Murray City Power is committed to support the "Solar Salt Lake" Program through our active involvement in stakeholder meetings that could impact the broader Salt Lake Valley, including the community of Murray City that we serve.

Salt Lake City and Salt Lake County jointly own one of the largest landfills in the state of Utah. In 2005, Murray City Power entered into a long-term power purchase agreement for the entire electricity output of a 3 MW landfill gas-to-electricity generation facility to be built at this landfill. The Murray City Power purchase contract provided the revenue stream that enabled the \$3.5 million facility to be built. That facility has been constructed, and began power generation in July, 2006. The project very effectively captures the landfill methane gas, and utilizes it to fuel valuable renewable energy production. Although Salt Lake City and County (other than Murray) is served by the investor-owned utility Rocky Mountain Power, this landfill gas project has teamed Murray City Power with Salt Lake City and Salt Lake County in a very real demonstration of creative and successful environmental stewardship.

Murray City Power takes very seriously its responsibility for environmental stewardship. We drive hybrid cars, we have planted thousands of trees, we have implemented efficiency-promoting retail rates, and we have an effective net-metering program to encourage distributed solar power installations. Despite the absence of any regulatory mandate for a renewable portfolio standard, Murray City Power is in the process of adding a component of wind generation to our power supply portfolio, which is currently comprised of 8% renewable energy, as well as being 26% non-fossil fuel. The "Solar Salt Lake" Program is another way for Murray City Power to contribute to the promotion of environmental stewardship.

Please feel free to contact me with any questions about our involvement.

Sincerely,

Gary O. Merrill  
General Manager  
801-264-2730  
gmerrill@murray.utah.gov



Kennecott *Land*

5295 South 300 West, Suite 475  
Murray, Utah 84107  
ph: [801] 743-4624  
fax: [801] 743-4659  
www.kennecottland.com

December 7, 2006

Ms. Beth Dwyer  
U.S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

Dear Ms. Dwyer,

Kennecott Land is pleased to support Salt Lake City's grant application for the U.S. Department of Energy's Solar City Strategic Partnerships Program. Salt Lake City's collaboration with Salt Lake County, Utah Clean Energy, and Kennecott Land is a tremendous opportunity to build a long-term solar infrastructure within the Salt Lake Valley.

As the leading land developer in Utah, Kennecott Land is committed to building enduring, sustainable communities on Salt Lake Valley's West Bench. All of our homes are EPA Energy-Star® rated and we are the first and only land developer in the nation to have an ISO 14001 certified Environmental Management System. We are eager to explore the use of solar technologies in our communities through our participation in the "Solar Salt Lake" program.

Kennecott Land is committed to providing the "Solar Salt Lake" program \$50,000 in cash and in-kind support over the 24-month program period, running from October 2007 to September 2009. We feel this is a valuable investment in our community, as well as Utah's energy future.

Sincerely,



Francisco Benavides, Ph.D.  
Manager, Sustainable Development and Environment



**State of Utah**

**Department of  
Natural Resources**

MICHAEL R. STYLER  
*Executive Director*

**Utah  
Geological Survey**

RICHARD G. ALLIS, PH.D.  
*State Geologist/  
Division Director*

JON M. HUNTSMAN, JR.  
*Governor*

GARY R. HERBERT  
*Lieutenant Governor*

December 14, 2006

Beth Dwyer  
U.S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

RE: Utah Clean Energy Proposal, Solar City Strategic Partnerships Program

Dear Ms. Dwyer,

Salt Lake City is applying for a grant from the U.S. Department of Energy to support the development of a long-term solar implementation plan. Salt Lake City, Salt Lake County, and Utah Clean Energy are collaborating to develop a strategy that will significantly increase the number of solar photovoltaic installations in Utah by the year 2015. The State Energy Program has worked with these entities in the past, and we support their funding request.

The State Energy Program is supportive of Salt Lake City and Salt Lake County's energy-related initiatives. We support the integration of solar technologies into local planning processes and facilities, and we will look for opportunities to complement their efforts. Salt Lake City has been a leader in environmental and climate change initiatives and this project is a logical extension of this role.

As the Manager of the Utah State Energy Program, I have had the opportunity to partner with Utah Clean Energy through state-funded working groups and educational community campaigns. With support and funding from the State Energy Program, Utah Clean Energy has successfully organized and facilitated a variety of energy-related programs throughout the state. Their outreach efforts have been instrumental in working to create a clean energy ethic in the state of Utah.

The Utah State Energy Program is committed to increasing renewable energy development in Utah and will assist the "Solar Salt Lake" partnership in identifying and reducing barriers to deployment. We look forward to supporting the "Solar Salt Lake" program and endorse this request for funding. If you have any questions, please feel free to contact me at (801) 537-3365.

Sincerely,

Philip Powlick  
Manager, State Energy Program



**T h e E n e r g y F o u n d a t i o n**  
Toward a sustainable energy future

December 15, 2006

Beth Dwyer  
U.S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

Dear Ms. Dwyer,

The Energy Foundation is pleased to support Salt Lake City's grant application for the U.S. Department of Energy's Solar City Strategic Partnerships Program. Salt Lake City's collaboration with Salt Lake County, Utah Clean Energy and Kennecott Land is a tremendous opportunity to build a long-term solar infrastructure in Utah. More specifically, we feel that Utah Clean Energy is well-positioned to support Salt Lake City's program efforts.

The Energy Foundation is a partnership of major donors interested in solving the world's energy problems. Our mission is to advance energy efficiency and renewable energy - new technologies that are essential components of a clean energy future. The Energy Foundation has supported Utah Clean Energy's efforts since 2003, and has witnessed considerable success as they have promoted renewable energy and energy efficiency development throughout the state.

The Energy Foundation is committed to providing Utah Clean Energy \$20,000 over the 24-month program period to support the "Solar Salt Lake Program." We feel this is a valuable investment in Utah's renewable energy development, as well as our nation's clean energy future. Please feel free to contact me at 415-561-6700 if you have any questions.

Sincerely,

Ben Paulos  
Program Officer  
The Energy Foundation

A Joint Initiative of  
The William and Flora Hewlett Foundation  
The John D. and Catherine T. MacArthur Foundation,  
The McKnight Foundation, The Joyce Mertz-Gilmore Foundation,  
The David and Lucile Packard Foundation,  
The Pew Charitable Trusts, and The Rockefeller Foundation

1012 Torney Avenue #1 • San Francisco, CA 94129  
Tel: (415) 561-6700 Fax: (415) 561-6709 Email: [energyfund@ef.org](mailto:energyfund@ef.org)

December 22, 2006

Beth Dwyer  
U.S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

Dear Ms. Dwyer,

Salt Lake City is applying for a grant from the U.S. Department of Energy to support long-term solar deployment, through the Solar City Strategic Partnerships Program. Salt Lake City, Salt Lake County, Utah Clean Energy, and Kennecott Land's Daybreak Community are collaborating to develop a strategy that will significantly increase the number of solar photovoltaic installations in Utah by the year 2015. Ecos Consulting is pleased to support the "Solar Salt Lake" program by assisting with the identification of barriers to solar development and strategizing on ways to remove them.

Since 1997, Ecos Consulting has conducted pioneering research as well as designed, marketed and operated award-winning programs for a diverse set of clients. These programs have reached across the residential, commercial and industrial sectors, helping clients achieve more than 10 billion kilowatt-hours of lifetime energy savings.

Ecos Consulting views the "Solar Salt Lake" program as a unique opportunity to create long-term change in Utah. We are pleased to support this program by providing \$2,500/year of in-kind matching support. If you have any questions, please feel free to contact me at (801) 541-9797.

Sincerely,



Blake Howell  
Ecos Consulting  
Program Account Manager  
Rocky Mountain Power/ENERGY STAR  
New Homes Program



December 20, 2006

Beth Dwyer  
U.S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

Dear Ms. Dwyer,

Needham Homes is pleased to support the "Solar Salt Lake" Program, a partnership between Salt Lake City, Salt Lake County, and Utah Clean Energy. We have worked with Utah Clean Energy in the past to promote renewable energy/energy efficient building options, and are pleased that this team is working towards long-term solar development.

As a leading land developer and builder in Utah, Needham Homes is committed to building hybrid energy homes throughout Utah that utilize solar technology. We are eager to support the "Solar Salt Lake" program's efforts by educating local builders on solar and energy efficiency issues. To that end, Needham Homes commits to provide the "Solar Salt Lake" program \$2,500/year in-kind support over the 24-month program period.

Needham Homes is eager to be involved with this innovative project. Please feel free to contact me if you have any questions at (435) 674-9220.

Sincerely,

A handwritten signature in cursive script that reads "Aaron Needham".

Aaron Needham  
Needham Homes

## **Commitment Letters from Third Parties Contributing Cost Share**



**SALT LAKE  
COUNTY**

**PETER M. CORROON**  
Salt Lake County Mayor

2001 South State Street  
Suite N-2100  
Salt Lake City, UT 84190-1020

801 / 468-2500  
801 / 468-3535 fax

December 27, 2006

Ms. Beth Dwyer  
U.S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

To Whom It May Concern:

Salt Lake County is committed to discovering new solutions to the valleys energy needs. As a local government, the County has an ability to direct internal energy policy as well as an opportunity to provide incentives for local businesses and homeowners to expand their use of alternative energies.

The Solar Salt Lake Program will allow participants to strengthen relationships between government entities, local advocates and private industry. Through the process, I hope we will find new opportunities for minimizing the valleys dependency on oil. My office looks forward to participating as a leadership team member and hope our support will drive community participation.

Should the grant be presented to the Solar Salt Lake Program, the team assembled will be able to utilize the funds to make a difference for over one million residents. To reach that goal, Salt Lake County has committed to providing an in-kind donation of \$13,998 for the two-year period.

Please feel free to contact Ann Ober, Salt Lake County Environmental Policy Coordinator, should you have any questions or concerns. She may be reached at 801-577-5668 or [aober@slco.org](mailto:aober@slco.org). Thanks for your time and we hope to be working with you on this important endeavor.

Regards,

Peter M. Corroon  
Mayor, Salt Lake County



January 3, 2007

Beth Dwyer  
U.S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

Dear Ms. Dwyer,

Utah Clean Energy is pleased to be an integral member of the "Solar Salt Lake" Program. This collaborative partnership between Salt Lake City, Salt Lake County, Utah Clean Energy, and Kennecott Land will result in a comprehensive solar implementation plan that will impact the Salt Lake Valley and the entire state of Utah. We feel that Salt Lake City is an ideal applicant for the Solar City Strategic Partnerships Program, as they are a nationally recognized leader in environmental and energy-related initiatives.

As a primary partner of the "Solar Salt Lake" Program, the Utah Clean Energy commits to providing in-kind support in the amount of \$59,800 over the 2-year program period.

Utah Clean Energy is a non-profit organization working to speed the transition to a safer, cleaner, and more sustainable energy future. We have worked closely with communities throughout Utah, such as Salt Lake City, Salt Lake County, Park City, and Moab, to develop policies and programs that support renewable energy deployment. We also provided technical management and program consultation to Salt Lake City through the Department of Energy funded Million Solar Roof's Partnership, Phases 1 & 2. We are eager to build on the foundation established through the MSR program, by significantly increasing solar energy development in Utah.

We look forward to working with Salt Lake City and Salt Lake County as a part of this innovative program. Please feel free to contact us if you have any questions about our participation in this project at (801) 363-4046. We sincerely appreciate your consideration of this funding request.

Sincerely,

A handwritten signature in black ink that reads "Sarah Wright". The signature is written in a cursive, flowing style.

Sarah Wright  
Executive Director





Richard Walje  
President  
201 South Main, Suite 2400  
Salt Lake City, Utah 84111

December 28, 2006

Beth Dwyer  
U.S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

Re: U.S. Department of Energy's Solar City Strategic Partnerships Program

Dear Ms. Dwyer,

Rocky Mountain Power is pleased to support Salt Lake City's grant application for the U.S. Department of Energy's Solar City Strategic Partnerships Program. This partnership is a tremendous opportunity to build a long-term solar infrastructure in Utah.

As the primary electricity provider in Utah, Rocky Mountain Power is committed to investing in renewable energy projects. Through our Blue Sky program, we financially support the development of community-based energy projects that utilize solar technologies. We see this as a valuable investment in Utah's energy future.

Rocky Mountain Power is committed to support the "Solar Salt Lake" Program by providing \$45,000 of in-kind match through community solar installations over a two-year period (from October 2007 to September 2009).

Sincerely,

A handwritten signature in cursive script that reads "R. Walje".

Richard Walje  
President, Rocky Mountain Power

cc: Sarah Wright, Utah Clean Energy  
Rebecca Nelson, Utah Clean Energy

Kennecott *Land*

5295 South 300 West, Suite 475  
Murray, Utah 84107  
ph: [801] 743-4624  
fax: [801] 743-4659  
www.kennecottland.com

December 7, 2006

Ms. Beth Dwyer  
U.S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

Dear Ms. Dwyer,

Kennecott Land is pleased to support Salt Lake City's grant application for the U.S. Department of Energy's Solar City Strategic Partnerships Program. Salt Lake City's collaboration with Salt Lake County, Utah Clean Energy, and Kennecott Land is a tremendous opportunity to build a long-term solar infrastructure within the Salt Lake Valley.

As the leading land developer in Utah, Kennecott Land is committed to building enduring, sustainable communities on Salt Lake Valley's West Bench. All of our homes are EPA Energy-Star® rated and we are the first and only land developer in the nation to have an ISO 14001 certified Environmental Management System. We are eager to explore the use of solar technologies in our communities through our participation in the "Solar Salt Lake" program.

Kennecott Land is committed to providing the "Solar Salt Lake" program \$50,000 in cash and in-kind support over the 24-month program period, running from October 2007 to September 2009. We feel this is a valuable investment in our community, as well as Utah's energy future.

Sincerely,



Francisco Benavides, Ph.D.  
Manager, Sustainable Development and Environment

December 22, 2006

Beth Dwyer  
U.S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

Dear Ms. Dwyer,

Salt Lake City is applying for a grant from the U.S. Department of Energy to support long-term solar deployment, through the Solar City Strategic Partnerships Program. Salt Lake City, Salt Lake County, Utah Clean Energy, and Kennecott Land's Daybreak Community are collaborating to develop a strategy that will significantly increase the number of solar photovoltaic installations in Utah by the year 2015. Ecos Consulting is pleased to support the "Solar Salt Lake" program by assisting with the identification of barriers to solar development and strategizing on ways to remove them.

Since 1997, Ecos Consulting has conducted pioneering research as well as designed, marketed and operated award-winning programs for a diverse set of clients. These programs have reached across the residential, commercial and industrial sectors, helping clients achieve more than 10 billion kilowatt-hours of lifetime energy savings.

Ecos Consulting views the "Solar Salt Lake" program as a unique opportunity to create long-term change in Utah. We are pleased to support this program by providing \$2,500/year of in-kind matching support. If you have any questions, please feel free to contact me at (801) 541-9797.

Sincerely,



Blake Howell  
Ecos Consulting  
Program Account Manager  
Rocky Mountain Power/ENERGY STAR  
New Homes Program





December 20, 2006

Beth Dwyer  
U.S. Department of Energy  
1617 Cole Blvd.  
Golden, CO 80401

Dear Ms. Dwyer,

Needham Homes is pleased to support the "Solar Salt Lake" Program, a partnership between Salt Lake City, Salt Lake County, and Utah Clean Energy. We have worked with Utah Clean Energy in the past to promote renewable energy/energy efficient building options, and are pleased that this team is working towards long-term solar development.

As a leading land developer and builder in Utah, Needham Homes is committed to building hybrid energy homes throughout Utah that utilize solar technology. We are eager to support the "Solar Salt Lake" program's efforts by educating local builders on solar and energy efficiency issues. To that end, Needham Homes commits to provide the "Solar Salt Lake" program \$2,500/year in-kind support over the 24-month program period.

Needham Homes is eager to be involved with this innovative project. Please feel free to contact me if you have any questions at (435) 674-9220.

Sincerely,

A handwritten signature in black ink that reads "Aaron Needham".

Aaron Needham  
Needham Homes

Attachment C  
Rocky Mountain  
Power Resolution

RESOLUTION NO. \_\_\_\_\_ OF 2007

AUTHORIZING SALT LAKE CITY TO ACCEPT  
THE ROCKY MOUNTAIN POWER, LEONARDO SUSTAINABLE ENERGY PROJECT  
AWARD

WHEREAS, Title 11, Chapter 13 Utah Code Ann., as amended, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached Agreement has been prepared to accomplish said purposes.

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

1. It does hereby authorize and approve of Salt Lake City Corporation accepting the \$125,000 award from Rocky Mountain Power for the purposes of:

Constructing a 25 kilo watt solar array for the Leonardo at Library square, that will provide educational information pertaining to the benefits of solar energy.

2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to receive said award and execute any and all subsequent agreements between the City and other entities resulting from said award on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively from the Agreement approved herein.

Passed by the City Council of Salt Lake City, Utah, this day \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Salt Lake City Council

By \_\_\_\_\_  
Chairperson

ATTEST:

Approved as to Form  
Salt Lake City Attorney's Office  
By: August 27, 2007  
Date: Melanie Pfeif

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Attachment D  
Rocky Mountain  
Power Award Letter  
and Application

**Salt Lake City Corporation**  
**CAMP DOCUMENT ROUTING FORM**  
**CITY SIGNATURE AND ACTIVATION PROCESS**

August 28, 2007

Contract Number:	<b>06-5-08-2782</b>	Project:	
Contractor:	<b>17714 ROCKY MOUNTAIN POWER</b>		
Contract Title:	ROCKY MOUNTAIN POWER AWARD DOCUMENTS-LEONARDO		
Monitor:	SHERRIE COLLINS		

*Please complete your Step and forward to the next Step.*

STEP 1	ACCOUNTING DIVISION - Encumber Funds
<p><i>Award letter &amp; application only</i></p>	<p>I certify that funds are available. _____  OR Accounting Signature Date</p> <p>I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system .</p> <p style="text-align: right;"><i>Loann Burt</i> 8/28/07  Accounting Signature Date</p> <p>Funding Source: _____  Dept Cost Center Object Code \$ <u>0</u></p> <p>Attach additional paperwork if more funding sources are needed. Limit \$ <u>0</u></p>

STEP 2	CITY ATTORNEY'S OFFICE - Final Approval
<p><b>Leave Blank</b></p> <p style="text-align: center;"><b>For</b></p> <p><b>Date Stamp</b></p>	<p>Attorney: <i>Melanie Rief</i> Insurance Required: N  Perf Bond Required: N  Pmt Bond Required: N</p> <p>This document has been approved as to form. _____  Attorney's Signature Date</p> <p style="text-align: center;"><i>Previously signed.</i></p>

STEP 3	MAYOR'S OFFICE - Sign Document
<p><b>Leave Blank</b></p> <p style="text-align: center;"><b>For</b></p> <p><b>Date Stamp</b></p>	<p><b>INSTRUCTIONS:</b>  <u>Sign ALL documents.</u></p> <p>Authorized Signer: <i>Russ C. Anderson</i> Mayor  Name Dept/Div</p> <p><i>Previously signed award letter &amp; app.</i></p> <p><u>Forward ALL Signed documents to the Recorder's Office</u></p>

STEP 4	RECORDER'S OFFICE - Activate
<p><b>Leave Blank</b></p> <p style="text-align: center;"><b>For</b></p> <p><b>Date Stamp</b></p>	<p><b>INSTRUCTIONS:</b></p> <p>When activated, keep 1 signed document, send other signed document(s) to:</p> <p><i>Sherrie Collins</i> <i>HAND</i> <i>6150</i>  Name Department or Division Phone</p>



June 25, 2007

Jordan Gates  
Environmental Advisor to the Mayor  
Salt Lake City Corp  
451 South State St., Room 306  
Salt Lake City, UT 84111

Project: The Leonardo Sustainable Energy Project – Solar, 25 kW  
Grant: \$125,000

Dear Mr. Gates:

Rocky Mountain Power is pleased to extend funding to help support construction of the 25 kW solar array at The Leonardo at Library Square. This project helps promote innovation and provides a means of educating our customers and visitors to The Leonardo on the benefits of solar energy.

As a condition of Rocky Mountain Power providing this funding, the recipient will be required to submit quarterly updates on progress. Progress reports are due on the 15<sup>th</sup> day of the month following the close of the calendar quarter and continue until the project is completed and online.

Progress reports must include:

- Summary and timeline (i.e., text summary statement of accomplishments, issues that have arisen, benefits achieved, etc.).
- Progress to date against plan.
- Financial report on funds received from Rocky Mountain Power.
- Pictures of the project or project area.

In addition, the recipient must provide the following to Rocky Mountain Power:

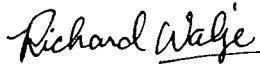
1. Facility Tours – Recipient will allow Rocky Mountain Power, its customers and guests at least 2 tours each year, subject to 30 day advanced notice by Rocky Mountain Power.
2. Marketing Material – Rocky Mountain Power will have the right to include the recipient and its facility in specific marketing material used by Rocky Mountain Power in its marketing campaigns for its renewable energy programs. This includes Rocky Mountain Power's right to use photographs of the facility in brochures and internet pages for purposes of marketing its renewable energy programs. Finally, this includes the rights to have a celebratory opportunity showcasing when the project begins producing renewable energy.
3. Tags – To the extent the project is able to generate green tags, the recipient agrees that it will grant Rocky Mountain Power, for the life of the project, the share of the project's green tag

output for subsequent use within its Blue Sky program. The share amount of green tags is expressed as a percentage of output when comparing the utility's financial contribution to the overall cost of the project. Rocky Mountain Power will also be given the opportunity to purchase additional tags from the project.

4. Financing – By July 15, 2008, the project must demonstrate to Rocky Mountain Power's satisfaction via letter the source and amount of the balance of funds necessary for the completion of the project. If the project has not secured financing for the additional amounts by July 15, 2008, then the project must refund the amount of the funds awarded by Rocky Mountain Power.

We look forward to continuing to work with our customers and communities on the promotion of renewable energy in the Rocky Mountain region. If you are in agreement with the conditions set forth in this letter, please so indicate by signing below and faxing a copy of your signed letter to the Blue Sky Program at (800) 754-3114. ~~THIS OFFER IS GOOD THROUGH JULY 15, 2007~~


Sincerely,



Richard Walje  
President  
Rocky Mountain Power

AGREED:

Salt Lake City Corp



By: Robert A. Anderson  
Its: 14902  
Date: 7-8-07

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date: June 26, 2007  
By: Melanie King

# Rocky Mountain Power Blue Sky Fund Award Questionnaire for Potential Projects

**\*\*Deadline: 5 PM Mountain Time, Tuesday, May 1<sup>st</sup>, 2007\*\***

Rocky Mountain Power is offering funding to project sponsors to help get new renewable energy projects off the ground that will hasten development and/or provide learning opportunities within Rocky Mountain Power's service area. Projects must be completed within two years and grantees will be required to provide financial and narrative reports to document the use of funds received.

More details can be found at [www.rockymtnpower.net](http://www.rockymtnpower.net), including the criteria that are used to evaluate projects.

To enable Rocky Mountain Power to evaluate your project, please fill out the questionnaire in detail. Respondents should note that the questionnaire **will serve as the primary means** by which projects will be evaluated. Questions about the fund award, the questionnaire, and the funding process should be submitted to [blueskyprojects@rockymtnpower.net](mailto:blueskyprojects@rockymtnpower.net)

Rocky Mountain Power requests that you complete this form in Microsoft Word. If you are unsure about the answer to any particular question, please submit the most detailed information you have available.

### **Returning the Questionnaire and Additional Submissions**

Please provide any photographs, cut sheets, schematics, drawings, narratives, etc. you consider useful in the evaluation of your project. Materials may be submitted with this questionnaire or under separate cover by mail or express carrier, fax or email as indicated below:

Rocky Mountain Power  
Attn: Blue Sky Fund Award  
One Utah Center – 24<sup>th</sup> Floor  
201 South Main  
Salt Lake City, UT 84111  
Fax: 800-754-3114  
Email: [blueskyprojects@rockymtnpower.net](mailto:blueskyprojects@rockymtnpower.net)

**MATERIALS MUST BE RECEIVED BY 5PM Mountain on Tuesday, May 1<sup>st</sup>.** The timely return of a completed questionnaire is mandatory for consideration for a Blue Sky fund award. Rocky Mountain Power may contact you for further information, so please provide current contact information.

<b>1. About the Person Completing this Questionnaire</b>	
Contact name, title	Jordan Gates Environmental Advisor to the Mayor
Company name (if applicable)	Salt Lake City Corp
Contact information (physical address, phone, email)	451 South State Street Room 306 Salt Lake City, Utah 84111 801-535-7039 Jordan.Gates@slcgov.com
Please provide a general description of your organization, including mission statement.	Salt Lake City is a recognized leader in the promotion of sound, sustainable, environmental practices. Salt Lake City is a member of the International Council of Local Environmental Initiatives-Cities for Climate Protection program and is currently the largest wind power purchaser in Utah. Recycling, renewable energy, alternative fuels, pollution prevention, and the overall health of the Salt Lake City environment are priorities for the city government.
Contact's role in the project (project developer,	Environmental Advisor

internal project manager, advocate, owner's agent, etc.)	
Contact Info. for entity where the check should be sent if funds are awarded – name of individual, phone, tax id or social security number	same as above Federal EIN# 87-6000279
<b>2. Project Description</b>	
Project name	The Leonardo Sustainable Energy Project
Project location (street address, city, state, zip code)	c/o SLCPL 209 East 500 South Salt Lake City, Utah 84111
Technology type(s), e.g. solar, biomass, etc	Solar photovoltaic
Generating capacity of the project (in kW)	25 kW
Annual estimated energy production (in kWh)	40,900 kWh/year (assuming that for every 1 kW installed 1,636 kWh of energy will be produced per year)
Is the project to be grid-tied or off-grid?	Grid Tied
Is this an onsite (behind the meter) project or utility-side (in front of the meter) project?	Onsite project
Organizational type of project host (business, non-profit, governmental entity)	Non-profit organization 501 c 3
Please identify the proposed size of the project in kW, as well as the estimated electricity generation.	Proposed size of the project is 25 kW, and estimated electricity generation is 40,900 kWh/year. (This project is envisioned as the first stage of a multi-stage 80 KW project utilizing the 16,500 SF roof capable of producing an estimated 135,000 kWh/year.)
Will the project employ waste heat recovery for the purposes of onsite heat use? If so, describe the heat use and the projected recoverable therms per operating hour.	No
General description of the proposed project Site (description of site itself, location of generating equipment onsite, and location of interconnection, if grid tied)	Roof mounted, south facing solar PV array on existing building (the former Salt Lake City Library). Interconnection and other relevant components will be located onsite.
Please provide a short narrative as to why this project should receive a funding award from the Blue Sky program, how it connects to the Blue Sky program, and benefits the project will provide to the community.	As Utah's premier art, culture and science center, The Leonardo will attract a projected 250,000-300,000 thousand visitors from across the state and region in the first year alone. The Leonardo's 'Energy and Sustainability' programming and exhibits will showcase The Leonardo building itself as a sustainable energy feature. Interactive energy monitoring displays (online and in person) will serve as a central element of these exhibits to both educate and engage the public about the role of renewable energy in our society. The energy displays (see for example <a href="#">Lucid Design's Building Dashboard</a> ) will graphically describe the complexity of energy in a way that visitors will make sense of energy in general, energy use in buildings, and the role that alternative forms of energy play now and in the future. There are also plans to incorporate a measure to track and quantify visitors' purchase of renewable energy at home, further educating the community about renewable energy.
<b>3. Generator Description</b>	
Type of equipment to be utilized (i.e., reciprocating engine, microturbine, steam	Solar photovoltaic

turbine, wind, solar photovoltaic, solar thermal electric, fuel cell, hydroelectric turbine, etc.).	
List generator manufacturer(s), generator nameplate rating(s) and model number(s) for each generator to be employed.	Modules being considered include: Evergreen Solar Spruce Line modules and Uni-Solar modules. Final determination to be made through RFP upon receipt of funding
Describe generator fuel source and any supplemental power source (if any).	N/A
Will all the generating components be new and unused at time of purchase?	Yes
Describe other key balance of system components such as inverter(s), tracking devices, mounting systems, gasification units, digesters, scrubbers, etc.	An online and in person interactive educational display will be included.
<b>4. Construction &amp; Operation</b>	
Briefly describe the current design, engineering, procurement, and construction status of the project.	The PV system will be mounted onto existing building. The system is in pre-design stage. Proposed PV system design, engineering, procurement, and installation will be determined by RFP, and will be fully operational prior to the opening of The Leonardo in August, 2009.
Estimated date construction will be initiated	To be determined by RFP
Estimated date construction will be completed.	To be determined by RFP
Estimated commissioning/commercial online date	To be determined by RFP, no later than August, 2009
Has the system been fully engineered?	No
Have contractors been selected for the project?	No
Have all permits been secured for the project (air/land use/construction permits)? If not, describe their status.	Permits will be applied for when construction design is complete.
What are the primary delay risks?	Seismic Retro fit must be completed, which includes replacing the exterior roof
<b>5. Cost &amp; Ownership</b>	
Who will own the project? If more than one party, please list and mention responsibilities of each party and their ownership shares.	Salt Lake City Corporation will retain ownership the building. The Leonardo will enter into a 50-year lease to operate from the building.
Will the owner be a taxable entity? Is the owner able to fully monetize available tax credits? Please demonstrate how other sources of money are being leveraged.	Salt Lake City Corporation is not a taxable entity. The Leonardo is actively fundraising and has secured a majority of the funds needed to complete the project.
Please describe your experience and list credentials demonstrating your ability to undertake this project.	Salt Lake City Corp. is the recipient of numerous federal and state grants on an annual basis. Past federal grant awards have been awarded from the U.S. Department of Justice, the U.S. Department of Housing and Urban Development Community Development Block Grant, the U.S. Department of Homeland Security, U.S. Department of Energy, and U.S. Environmental Protection Agency. Salt Lake City is in Compliance with all federal financial and programmatic reporting requirements, which includes the Comprehensive Annual Financial Report and the Single Audit Reports as required by the Office of Management and Budget Circular A-133. In addition, Salt Lake City is the largest purchaser of wind power in the state of Utah. The City received the 2004 Green Power Leadership Award from the U.S. Department of Energy, U.S. Department of Environmental Protection Agency and the Center for Resource Solutions for the

<p>Is the power and/or fuel generated from the project to be used onsite, sold to a utility, or sold to a 3<sup>rd</sup> party? If so, approximately what percentage will be sold to each, and at what estimated price?</p>	<p>Blue Sky Wind Power Twice As Nice Program. 100% of power to be used onsite and grid connected. In rare occasions when building will close, i.e. on holidays, net power may be sold to utility via net metering credit.</p>
<p>What net-metering provisions apply? Describe any and all income streams to the project, including energy savings, and power, fuel, processed waste, Renewable Energy Credit, carbon credit, or other emissions credit sales, etc. We expect projects to leverage all potential sources of funding and identify those sources. Please identify sources of funding and the percent of total project cost this represents.</p>	<p>Rocky Mountain Power net metering tariff If Blue Sky Funding is awarded, a \$40,000 contribution will provide 18% of the funding toward this project. The Leonardo will utilize high efficiency lighting and cooling throughout to provide revenue from energy savings.</p>
<p>What is the estimated gross cost of the project before incentives?</p>	<p>\$225,000 for PV array and system components</p>
<p>Please list all applicable cash and tax incentives to be applied to this project, including rebates, low-interest loans, and tax-advantaged bonds. For each incentive, describe clearly whether the incentive would be offset by any additional cash grants or rebates.</p>	<p>No incentives are planned at this time.</p>
<p>What are the estimated annual operating expenses of this project?</p>	<p>\$0</p>
<p><b>6. Environmental Attributes</b></p>	
<p>Have any arrangements or prearrangements been made with regard to assigning the ownership to other parties of any Renewable Energy Certificates, carbon credits, and other emissions allowances, credits or offsets applicable to the project?</p>	<p>No</p>
<p><b>7. Project Background</b></p>	
<p>Describe the history of this project and the driving factors for the project</p>	<p>Energy is one of the three major themes for the Utah Science Center (<a href="http://www.utahsciencecenter.org">www.utahsciencecenter.org</a>, one of three Leonardo partners). An onsite renewable energy installation was envisioned from inception as a method to engage and educate the community about energy, to showcase sustainable energy in a busy downtown venue, while also supplementing the building's energy consumption and reducing peak electricity demand. Blue Sky funding will establish the first of multiple phases of The Leonardo's Sustainable Energy Project, encouraging thousands of annual visitors to "watch the system grow" as they explore and learn about renewable energy.</p>
<p>Describe the benefits of the project to the project owner, the local utility, the local community, and the renewable energy marketplace.</p>	<p>This project will provide a core programmatic and exhibit component to The Leonardo's Energy &amp; Sustainability exhibits to in-person and web visitors by engaging and educating them about energy concepts and the importance of renewable sources of energy. This project will provide numerous recognition opportunities for Rocky Mountain Power both online and in person. It will also align with various Utah communities' support for Blue Sky, while helping to raise the profile of renewable energy in Utah by providing high visibility for</p>

	renewable/solar energy to an estimated 300,000 annual visitors from across the state and region.
What critical approvals must be granted to this project, or its supporting agreements (e.g. grants, loans, PPAs, other offtake agreements, interconnect, financing, etc.)? Please be detailed about each pending approval process.	None
What are the financial requirements of the project (payback, rate of return, capital expenditure) and what are the driving factors behind those hurdles?	None
What are the primary perceived risks to project approval and completion (internal opposition, permitting, credit challenges, etc.). Please describe risk mitigation plans for each risk.	None

*I certify that the information provided above responding to this questionnaire is both accurate and current. I also understand that submitting an application in no way obligates Rocky Mountain Power to provide funding. Funds are distributed at the sole discretion of Rocky Mountain Power.*

Signature: \_\_\_\_\_ Date: April 26, 2007

Printed Name: Sam Guevara

Title: Deputy Mayor

Company: Salt Lake City Corporation

Contact number: 801/535-7703

Attachment E  
State of Utah,  
U.S. Federal  
Emergency  
Management Agency  
Resolution



RESOLUTION NO. \_\_\_\_\_ OF 2007

AUTHORIZING SALT LAKE CITY TO ACCEPT  
THE STATE OF UTAH FEDERAL EMERGENCY MANAGEMENT AGENCY, PRE-  
DISASTER MITIGATION GRANT

WHEREAS, Title 11, Chapter 13 Utah Code Ann., as amended, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached Agreement has been prepared to accomplish said purposes.

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

1. It does hereby authorize and approve of Salt Lake City Corporation accepting the \$1,025,328 grant from the State of Utah Federal Emergency Management Agency for the purposes of:

Seismic retrofit and asbestos mitigation of the Library building located at 209 East 500 South.

2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to receive said grant and execute any and all subsequent agreements between the City and other entities resulting from said grant on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively from the Agreement approved herein.

Passed by the City Council of Salt Lake City, Utah, this day \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Salt Lake City Council

By \_\_\_\_\_  
Chairperson

ATTEST:

Approved as to Form  
Salt Lake City Attorney's Office  
By: August 27, 2007  
Date: Melanie Huff

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Attachment F  
State of Utah,  
U.S. Federal  
Emergency  
Management Agency  
Award Letter and  
Application

**Salt Lake City Corporation**  
**CAMP DOCUMENT ROUTING FORM**  
**CITY SIGNATURE AND ACTIVATION PROCESS**

August 28, 2007

Contract Number:	06-5-08-2778	Project:	
Contractor:	23686	FEDERAL EMERGENCY MANAGEMENT AGENCY	FEMA
Contract Title:	US FEMA AWARD DOCUMENTS		
Monitor:	SHERRIE COLLINS		

*Please complete your Step and forward to the next Step.*

STEP 1	ACCOUNTING DIVISION - Encumber Funds
<p><i>Award letter &amp; Application only</i></p>	<p>I certify that funds are available. _____  <b>OR</b> Accounting Signature _____ Date _____</p> <p>I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system .</p> <p style="text-align: right;"> <i>Camryn But</i>      <u>8/28/07</u>            Accounting Signature      Date         </p> <p>Funding Source: _____            Dept      Cost Center      Object Code      \$ <u>0</u></p> <p>Attach additional paperwork if more funding sources are needed.      Limit \$ <u>0</u></p>

STEP 2	CITY ATTORNEY'S OFFICE - Final Approval
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p>Attorney: <u>Melanie Reef</u>      Insurance Required: N</p> <p>Perf Bond Required: N</p> <p>Pmt Bond Required: N</p> <p>This document has been approved as to form. _____            Attorney's Signature      Date</p> <p style="text-align: center;"><i>Previously signed</i></p>

STEP 3	MAYOR'S OFFICE - Sign Document
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p><b>INSTRUCTIONS:</b>  <u>Sign ALL documents.</u></p> <p>Authorized Signer: <u>Ross C. Anderson</u> Mayor            Name      Dept/Div</p> <p style="text-align: center;"><i>Previously signed application</i></p> <p><b>Forward ALL Signed documents to the Recorder's Office</b></p>

STEP 4	RECORDER'S OFFICE - Activate
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p><b>INSTRUCTIONS:</b></p> <p>When activated, keep 1 signed document, send other signed document(s) to:</p> <p><u>Sherrie Collins</u>      <u>HAND</u>      <u>6150</u>            Name      Department or Division      Phone</p>

## **FEMA ANNOUNCES MITIGATION FINALISTS IN UTAH** *\$89 Million in Pre-Disaster Mitigation Grants Slated Nationally*

WASHINGTON, D.C. – R. David Paulison, administrator of the Federal Emergency Management Agency (FEMA) announced today that FEMA has selected three mitigation activities in Utah as finalists in its Pre-Disaster Mitigation Program (PDM) national competition. Those applications, once meeting additional criteria, will be eligible to receive 75 percent federal funding.

The PDM Program, first authorized in the Disaster Mitigation Act of 2000 and first funded by President Bush in his FY 2003 budget, provides funding for mitigation plans and the implementation of cost-effective projects, such as buyouts of flood-prone buildings, construction of safe rooms, elevations of homes located in the floodplain or making structures more earthquake resistant, prior to disaster events.

“Mitigation saves our nation \$4 for every dollar spent. This program encourages local leaders across the nation to look ahead and plan against what could be catastrophic events. These mitigation activities in Utah show that the State and local communities are working together with FEMA and other partners to make mitigation happen,” said Paulison. “Mitigation is the cornerstone of emergency preparedness and management. Funding these plans and projects reduces risks to lives and property. By making our communities safer in the first place, we make great strides toward reducing the need for federal post-disaster recovery funds.”

In Utah, activities include:

<b>Project</b>	<b>Federal Share</b>
State of Utah DMA Mitigation Planner	\$187,507
Jordan Valley Water Conservancy District Headquarters Complex Seismic Retrofit	\$2,040,000
The Leonardo @ Library Square Seismic Retrofit	\$1,025,328

All funding is contingent on completion by the applicant of required pre-award activities such as verification of non-federal matching funds, environmental reviews, etc. Each state applicant is receiving notification of the status of their application and finalists will begin work immediately completing the pre-award activities.

“Our national team faced an extraordinary challenge in picking out the best projects from all the applicants,” said David Maurstad, Director of FEMA’s Mitigation Division. “While many projects met all the necessary criteria, we worked to choose the best projects for the amount of funds available. These projects really are the cream of the crop and they show how seriously the nation, the states and applicants take mitigation activities.”

The Pre-Disaster Mitigation Program provides funds to states, territories, Indian tribes, communities, colleges, and universities for pre-disaster mitigation planning and the

implementation of cost-effective and technically feasible mitigation activities before a disaster occurs. Funding these plans and projects reduces overall risks to the population and structures, while also reducing reliance on funding from actual disaster declarations. The 210 activities in 44 states, six tribes and one territory chosen in the 2007 national grant competition will split a total of \$88.9 million for plans and projects. Most projects will be eligible for a 75 percent federal share with a 25 percent non-federal match, but small, impoverished communities may be eligible for up to a 90 percent federal cost-share.

FEMA received 470 applications for the 2007 competition. A team of experts from federal, state, territorial, local and tribal governments evaluated all eligible applications and based their determinations on a wide range of criteria such as the technical feasibility of the proposed project, the project's cost-effectiveness, management and staffing of personnel to implement the project, hazard and risk factors, and benefits to the community. New legislation ensured each state with activities meeting eligibility criteria received at least \$500,000 from the program.

"There are some very bright people with some very creative ideas on the landscape who are all working day in and day out to mitigate the effects of disasters," Maurstad said. "While we were able to fund the absolute best projects, there were many other terrific projects which we could not fund, but which we hope will compete again in the future."

FEMA coordinates the federal government's role in preparing for, preventing, mitigating the effects of, responding to, and recovering from all domestic disasters, whether natural or man-made, including acts of terror.

###

### ***FEMA Region VIII***

#### ***Office of Legislative Affairs***

*Phone (303) 235-4944/4639; Fax (303) 235-4976*

*[luisa.rivera@dhs.gov](mailto:luisa.rivera@dhs.gov) / [derek.jensen@dhs.gov](mailto:derek.jensen@dhs.gov)*

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Wesley G. Smith  
The Exoro Group  
10 West 100 South, Suite 300  
Salt Lake City, UT 84101  
Telephone (801) 537-0900  
Facsimile (801) 537-0901  
[wsmith@exoro.com](mailto:wsmith@exoro.com)

# Subgrant Project Application

**Application Title:** The Leonardo Seismic Retrofit  
**Subgrant Applicant:** Salt Lake City Corporation  
**Application Number:** UT-2007-001  
**Application Year:** 2007  
**Grant Type:** Project Application  
**Address:** 349 South 200 East Suite 100, Salt Lake City, UT 84111-2811

## Applicant Information

**Name of Applicant** Salt Lake City Corporation  
**State** UT  
**Congressional District** UT02  
**Type of Applicant** Local Government

Legal status, function, and facilities owned:

The building is owned by Salt Lake City Corporation. Until 2003, it housed the Main Library of the city library system. The building is being renovated and remodeled by the city to house The Leonardo @ Library Square. The Leonardo Foundation will lease the building from Salt Lake City Corporation and will be responsible for programming arts, cultural, and science events, classes, and exhibits.

State Tax Number:

Federal Tax Number:

Other type name:

**Federal Employer Identification Number(EIN). If Indian Tribe, this is Tribal Identification Number.** 87-6000027

**What is your DUNS Number?** 072957822 -

**Are you the application preparer?** Yes

**Is the application preparer the Point of Contact?** No

**Is application subject to review by Executive Order 12372 Process?** No. Program is not covered by E.O. 12372

**Is the applicant delinquent on any Federal debt?** No

**Explanation:**

Contact Information  
Point of Contact Information

Title	Mr.
First Name	Gaylord
Middle Initial	V
Last Name	Smith
Title	Project Manager
Agency/Organization	Salt Lake City Corporation
Address 1	349 South 200 East
Address 2	Suite 100
City	Salt Lake City
State	UT
ZIP	84111 - 2811
Phone	801-535-6344 Ext.
Fax	801-535-6350
Email	gaylord.smith@slcgov.com

Alternate Point of Contact Information

Title	Ms.
First Name	Sarah
Middle Initial	
Last Name	Behrens
Title	
Agency/Organization	Salt Lake City Corp
Address 1	451 South State Street
Address 2	Room 248
City	Salt Lake City
State	UT
ZIP	84111 - 2212
Phone	801-535-7744 Ext.
Fax	801-535-7682
Email	sarah.behrens@slcgov.com

Community Information

Please provide the name of each community that will benefit from this mitigation activity.

State	County Code	Community Name	CID Number	CRS Community	CRS Rating	State Legislative District	US Congressional District
UT	490105_QBM0Z0HA9	SALT LAKE CITY, CITY OF	490105	N		490105	2

Enter Community Profile information below.

[Help](#)

Salt Lake City is the capitol city for the State of Utah. The city is the population center to 1.7 million inhabitants residing in four surrounding counties that are within a one hour drive of downtown. Salt Lake City covers 111 square miles of which only a small portion is devoted to residential land use. Salt Lake City is home to 181,743 residents. The population is split evenly male and female, and identify themselves as 79 percent are white, 2.5 percent are of African descent, 18.8 percent are Hispanic, 4.3 percent are Asian, and 2.9 percent are from the Pacific Islands. The remaining ethnic groups include Native American with 1.9 percent of the population. (The total percentage exceeds 100 percent) Residents of Salt Lake City are young with a median age of thirty years. The city has experienced a 6 percent growth in population between 1998 and 2003. The daytime population swells to over 320,000 people as 20% of the state's workforce commutes into Salt Lake City. Salt Lake City is the major commercial, industrial, and transportation center of not only the state but for the intermountain region of the United States. The Salt Lake City International Airport is served by ten major carriers and one international carrier and is the principal hub and reservations center for Delta Airlines. The city is located at the convergence of four major highways and two interstate highway systems. Land use is mixed 17 percent residential, 37 percent used for commercial, industrial, or institutional, and 46 percent open space, wild land or undeveloped. Residential land use occupies approximately thirteen square miles, so the net population density is 13,980 persons per square mile (181,743 residents/13 square miles). The remaining 98 square miles is comprised of watershed, alkaline flats, commercial manufacturing, and other industrial use. Salt Lake City is home to four institutions of higher education; Westminster College, a liberal arts college, Salt Lake Community College, LDS Business College, and the University of Utah and the University Medical School and Health Center. Salt Lake City has many varied opportunities for recreational and cultural activities.

Comments

Attachments

State	UT	
Community Name	SALT LAKE CITY, CITY OF	
County Name	UTAH	
County Code	SALT LAKE COUNTY	
City Code	490105	
FIPS Code	035	<a href="#">Help</a>
CID Number	490105	<a href="#">Help</a>
CRS Community	N	
CRS Rating		
State Legislative District	490105	
US Congressional District	2	
FIRM or FHBM available?	Yes	
Community Status	PARTICIPATING	<a href="#">Help</a>
Community participates in NFIP?	Yes	
Date entered in NFIP	05-28-1974	



Date of most recent Community Assistance Visit (CAV)?

[Help](#)

Mitigation Plan Information

Is the entity that will benefit from the proposed activity covered by a current FEMA-approved multihazard mitigation plan in compliance with the Disaster Mitigation Act of 2000? Yes

If Yes, please answer the following:

What is the name of the plan? Wasatch Front Regional Council MultiJ MultiH MIT Plan

What is the type of plan? Local MultiJurisdictional Multihazard Mitigation Plan

When was the current multihazard mitigation plan approved by FEMA? 02-15-2005

Describe how the proposed activity relates to or is consistent with the FEMA-approved mitigation plan. This project fulfills the above named plans Appendix B. General Mitigation Strategies, i.e. Emergency Service and protection of facilities.

If No or Not Known, please answer the following:

Does the entity have any other mitigation plans adopted? No

If Yes, please provide the following information.

Plan Name	Plan Type	Date Adopted	Attachment
-----------	-----------	--------------	------------

Does the State/Tribe in which the entity is located have a current FEMA-approved mitigation plan in compliance with the Disaster Mitigation Act of 2000? Yes

If Yes, please answer the following:

What is the name of the plan? UTAH STATE MULTHAZARD MIT PLAN

What is the type of plan? Standard State Multi-hazard Mitigation Plan

When was the current multihazard mitigation plan approved by FEMA? 11-22-2004

Describe how the proposed activity relates to or is consistent with the State/Tribe's FEMA-approved mitigation plan. The project meets the Priority # 2 in the state mitigation plan of reducing the effects of earthquakes on businesses, residential structures, and public buildings. Section three mitigation strategies Page 10 State Hazard Mitigation Plan.

If you would like to make any comments, please enter them below.

To attach documents, click the *Attachments* button below.

Mitigation Activity Information

What type of activity are you proposing?

[Help](#)

205.6 - Structural Retrofitting/Rehabilitating Public Structures - Seismic

If you selected Other or Miscellaneous, above, please specify:

Title of your proposed activity:

The Leonardo Seismic Retrofit

Are you doing construction in this project?

Yes

If you would like to make any comments, please enter them below.

Attachments:

[ASCE SEI 31 30 Seismic Evaluation Report.pdf](#)

## Problem Description

Please describe the problem to be mitigated. Include the geographic area in your description.

Earthquake hazards along the Wasatch Front and therefore within Salt Lake City are extreme for of three main reasons. (1) The Wasatch front is part of the Intermountain Seismic Belt (ISB). (2) The Wasatch fault appears to be the most frequent source of large earthquakes. (3) Local geologic conditions in Salt Lake Valley such as deep valley sediments will amplify ground shaking, and areas of very shallow ground water are subject to liquefaction. The Intermountain Seismic Belt (ISB) is a zone of pronounced earthquake activity up to 120 miles wide, that extends from north to south for 800 miles from Montana to N. Arizona. The Wasatch Fault, a fault segment within the ISB, is roughly 200 miles long & broken down into ten segments that act independently and rupture separately during earthquakes. The Salt Lake City Segment of the Wasatch Fault is broken down into three smaller segments known from north to south as Warm Springs Fault, Virginia Street Fault, and the East Bench Fault. At the ground surface, the Salt Lake City segment consists of steep, west dipping en echelon and sub-parallel branch faults that form a zone of deformation as much as 1650 feet wide. Scarps, a few to as much as tens of feet high, are common, as are graben, horsts, and other structural and geomorphic features related to surface faulting. The largest magnitude earthquake that is expected on the Wasatch Fault is a 7.5 magnitude event. Recent geologic studies indicate that large earthquakes (magnitude 6.5-7.5) have occurred on the central segments of the Wasatch fault about once every 350 years. The chance of a large earthquake on the Wasatch fault during the next 100 years is about 1 in 4 or 25 percent. The structure to be retrofitted was built in 1964 and has received no significant structural changes since its completion. Local design practices at that time did not require seismic consideration. The primary deficit in the building is the lack of a lateral loading system. The structure was designed as a gravity frame and is not capable of withstanding the forces required by current seismic design standards. Partial or total collapse of the structure is probable if a major earthquake occurs in Salt Lake City. The walls are discontinuous in many locations, meaning a wall may exist at a certain location on one level but the same wall does not exist in the level above or below, leaving incomplete load paths. This limits the ability of the discontinuous walls to effectively transfer lateral loads from upper levels down through a continuous path to the footings. The walls are also without jamb steel that would be required to resist the large overturning movement induced by the lateral forces of an earthquake. The existing walls are also deficient in where they are located throughout the building. If the lateral resistive system is not symmetrical within the building, the lateral forces can produce a twisting effect. This twisting can produce an added force on some of the critical elements of the structure. Inadequate splice lengths and insufficient confinement reinforcing are common problems encountered throughout the structure. The lack of stirrups as well as poorly spaced stirrups is found in both beams and columns. The beams leading into these columns, however, are inadequate and negate the advantage gained by the spiral-reinforced columns. The columns above the second floor are tied columns. The ties are deficient, however. Another deficiency in the structure is the exterior concrete panels around the perimeter of the building. The panels are attached to the exterior beams on the second and third levels by four embeds that are bolted to four angles that were cast into the concrete panels. Each angle is bolted to an embed with a Nelson stud. The panel connectors could potentially fail during a seismic event. Please refer to ASCE/SEI 31-30 Seismic Evaluation Report pp 4-7

Enter the Latitude and Longitude coordinates for the project area.

Latitude: 40.754  
Longitude: -111.8817

Attachments:

## Hazard Information

Select hazards to be mitigated

Earthquake

If other hazards, please specify

If you would like to make any comments, please enter them below.

Attachments:

FIRM Information

Is the project located within a hazard area:	No
If other identified high hazard area, please specify:	
Is there a Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map (FHBM) available for your project area?	Yes
Enter FIRM Panel Number:	490105 0144 E
Is the project site marked on the map?	Electronic map attached
Select Flood Zone Designation	Area of minimal flood hazards (C, X)

Scope of Work

What are the goals and objectives of this activity?

Goal: The goal of the project is to provide a safe facility for the public to attend art, culture and science events, such as classes, exhibits, and presentations. The building was constructed in 1964 before any significant seismic related building codes were available. The city will retrofit the structure to meet current accepted seismic standards.

Briefly describe the need for this activity.

An estimated 500,000 visitors, students, and volunteers will be occupying the building each year. Programming is targeted toward children and their families. As a public building the need to perform the seismic retrofit is two fold. First is to ensure the safety of residents who are visiting and working in the building, as well as the subterranean parking structure and pedestrians. The second is to provide an example and a model to the private sector and the greater community for reuse of existing structures to preserve the character of the downtown. Please refer to ASCE/SEI 31-30 Seismic Evaluation Report pp 9-12.

Describe the problems this activity will address.

The interior concrete shear wall will provide the building with the lateral loading structure it currently lacks.

Describe the methodology for implementing this activity.

The proposed locations of the new concrete shear walls are shown on Figures 1, 2, and 3. Micropiles are proposed for the new concrete shear walls to resist overturning and sliding seismic forces on Figures 4 and 5. The shear walls were located directly under the existing reinforced concrete beams were adjusted by the architect to minimize the impact to the floor plan of the building. The other reason for locating the shear walls inside the building rather than the exterior wall is to eliminate the need for altering the appearance of the exterior facade and compromise the historic fabric of the building. Present plans also call for the strengthening the anchorage of the existing exterior pre-cast concrete panels to the floor structures. The existing connections do not have sufficient capacity to resist seismic force demands on the connections. There is a significant risk that the pre-cast panels will fall from the structure during an earthquake and endanger people around the exterior of the building. The primary reasons for retaining the existing concrete panels are economic and historic. Studies have found that the cost to remove the panels and replace them with a new curtain wall or other type of cladding will be cost prohibitive. There is also a desire to maintain the historic facade of the building with as few alterations as possible. Present plans call for the pre-cast concrete panels to be anchored working from the exterior of the panels. The interior finishes will not need to be disturbed which will result in less cost to strengthen the anchorage of the panels to the structure.

If you would like to make any comments, please enter them below.

Attachments:

- [Statement of Work Fig. 1.pdf](#)
- [Methodology Figures 1 thru 5.pdf](#)
- [Structural Plan w existing concrete walls.pdf](#)
- [Existing Main Library Floor Plan.pdf](#)
- [Statement of work.doc](#)

Enter Work Schedule

Description Of Task	Starting Point	Unit Of Time	Duration	Unit Of Time	Work Complete By
Programming Completed	1	DAYS	1	DAYS	Leonardo Foundation
Schematic Designs	2	DAYS	90	DAYS	
Design Development	90	DAYS	90	DAYS	
Asbestos Abatement	120	DAYS	40	DAYS	
Prepare Construction Documents	180	DAYS	150	DAYS	
Planning Approvals	330	DAYS	30	DAYS	
Advertise Bid	365	DAYS	60	DAYS	
Negotiate Contract	420	DAYS	30	DAYS	
Interior Demolition	450	DAYS	15	DAYS	

Remove interior slab and floor

structure	513	DAYS	15	DAYS
Site demolition	520	DAYS	5	DAYS
Reinforce pre-cast panels	527	DAYS	90	DAYS
Install Micropiles	600	DAYS	40	DAYS
Install pile cap	612	DAYS	15	DAYS
Pour concrete shear wall	633	DAYS	50	DAYS
Install floor structure	703	DAYS	40	DAYS
Tie into existing floor structure	703	DAYS	20	DAYS
Remove building exterior	703	DAYS	5	DAYS
Roof demolition	703	DAYS	15	DAYS
Roof diaphragm upgrade	724	DAYS	20	DAYS
Replace removed slab on grade	703	DAYS	10	DAYS
Repair floor structure at interior shear wall	731	DAYS	15	DAYS
Estimate the total duration of the proposed activity:			746	DAYS

**Structural Retrofitting/Rehabilitating Public Structures - Seismic (205.6)**

Property Owner's Name	Address	City	State	ZIP	Action
Salt Lake City Corporation	<a href="#">209 E 500 South S</a>	Salt Lake City	UT	84111 - 3204	<a href="#">View Details</a>



**Structural Retrofitting/Rehabilitating Public Structures - Seismic (205.6)**

**Address of Property to be Mitigated:**

Address line 1 209 E 500 South S  
 Address line 2  
 City Salt Lake City  
 County Salt Lake  
 State UT  
 ZIP 84111 - 3204

**Owner Information:**

First Name Salt Lake City  
 Middle Name  
 Last Name Corporation  
 Home Office  
 Phone Cell Other  
 Ext.  
 Ext.

**Owner's Mailing Address:**

Address line 1 451 S State St E  
 Address line 2  
 Other (PO Box, Route, etc)  
 City Salt Lake City  
 State UT  
 ZIP 84111 - 2212  
 Does this property have a co-owner? No

**Property Information:**

Age of structure (year built) 1964  
 SHPO Review Not Applicable  
 SHPO Reviewed Date  
 Structure Type Non-residential - Public  
 Foundation type Slab on Grade  
 Basement  
 Type of Residence  
 Parcel Number  
 Property Tax Identification Number  
 Latitude 40.754  
 Longitude -111.8817  
 NFIP Policy Number  
 Insurance Policy Provider  
 Select hazard to be mitigated: Earthquake

Damage Category	50-99% Damaged
<u>Pre-Event Fair Market Value</u>	3,306,000.00
<u>Benefit Cost Analysis Performed</u>	Yes
<u>Benefit Cost Ratio</u>	14.01
Legal Description	

**Property Information II:**

* Primary Property Action	Seismic Retrofit
Secondary Property Actions	

**Flood Hazard**

<u>Base Flood Elevation</u>	feet
<u>First Floor Elevation</u>	feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation (only applicable when Property Action is Elevation)	feet

Flood Source

Property located within

Is there a <u>Flood Insurance Rate Map (FIRM)</u> available for your project area?	Unknown
--	---------

Is the property site marked on the map?

\* Flood Zone Designation

FIRM Information (Flood Maps)

Community Name	CID Number	FIRM Panel Number	Effective Date
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Attachments

### Decision Making Process

Describe the process you used to decide that this project is the best solution to the problem.

Salt Lake City's Redevelopment Agency and the Library System solicited proposals for re-use of the old library building. Parameters included continued public use of the building with the majority of the building being open to the public for uses such as classes, exhibitions, performance, and related activities. Preference was given to proposals involving multiple entities with a strong public purpose. Salt Lake City would then lease the building to the re-use entity at a nominal fee if the entity is non-profit and provides a public use of the building. The city would be responsible for all cost associated with design and renovation costs. The seismic retrofit would be conducted to respect the existing historic design. The Utah Science Center, Center for Documentary Arts, both Utah non-profits, and Global Artways, Salt Lake City Corporations' youth art education program, formed the Leonardo Foundation. The Leonardo Foundation approached the Salt Lake City Council to place construction bond on the ballot. The Salt Lake City Council had pre-requisites for the bond election. The two that are relevant for this application are 1) the supporters of the project must raise a dollar for dollar match from the community for programming for the \$10 million construction bond, and 2) the building must receive seismic retrofitting. In 2003, the voters of Salt Lake City overwhelmingly passed the \$10 million bond and in January 2006, the Leonardo Foundation reached their goal of raising \$10 million in matching fund. The community has shown support for this project because it achieves the goals of preserving the character of downtown, educational opportunities for families, and innovative reuse of public buildings. The project will resolve, to the extent possible, the hazard presented by an earthquake to life and property. The seismic retrofit will last for the foreseeable life of the building. The structure was designed in 1963 and construction was completed in 1964. The architecture represents the design of the era and the old library is the only remaining structure of a complex that consisted of state and local courts, law enforcement, and jail facility. The complex was built across the street from the center of both city and county government. Growth in the city and the county has lead to new government buildings being built in other locations and the majority of the complex was demolished for redevelopment. Salt Lake City government remains in the original historic building. A new Main Library with retail and expansive public spaces was opened in 2003. The community wishes to renovate the building to preserve the architectural history it represents.

Explain why this project is the best alternative.

The primary deficiency in the old library building is the lack of a lateral load resisting system. Two options become apparent. The first option is to transform the existing non-ductile frame into a ductile frame. This could be accomplished by weakening certain elements and strengthening others in the structural system. All columns would require that an outer shell of reinforced concrete be added to create a stronger and more ductile system. In other location, removing concrete or severing reinforcement would help create a strong column-weak beam system, which would cause failure to occur in the beams and not in the columns. This is desirable, as it would help prevent a catastrophic failure of the building. This scheme, however, would be costly and disruptive and would provide limited reliability. It would also be limited by the inadequacy of the existing beam reinforcement. The second option is to install a new lateral force resisting system to the structure by adding interior concrete shear walls. This appears to be the most reasonable approach to rehabilitating the existing structure because a new independent system would eliminate many of the unknowns within the existing structure and ensure the adequacy and safety of the building during an earthquake. These systems would be limited by the sufficiency of the diaphragm and their ability to successfully transfer the loads to the new lateral load system. The rehabilitation scheme of reinforced concrete shear wall combined with anchoring the exterior panels is the most economical, and fits well with architectural objectives.

Comments:

Attachments:

## Structural Retrofitting/Rehabilitating Public Structures - Seismic

Item Name	Cost Classification	Unit Quantity	Unit of Measure	Unit Cost (\$)	Cost Estimate (\$)
Pile Cap	Construction And Project Improvement	40.00	Cubic Yard	\$ 483.30	\$ 19,332.00
Micropiles at new footings	Construction And Project Improvement	136.00	Each	\$ 1,080.00	\$ 146,880.00
Asbestos Abatement	Demolition And Removal	1.00	Lump Sum	\$ 135,000.00	\$ 135,000.00
Plan check fee	Administrative Expense	1.00	Lump Sum	\$ 4,419.00	\$ 4,419.00
Building permit	Administrative Expense	1.00	Lump Sum	\$ 6,798.00	\$ 6,798.00
1% State permit fee	Administrative Expense	1.00	Lump Sum	\$ 68.00	\$ 68.00
City management fee 1.5% of construction cost	Administrative Expense	1.00	Lump Sum	\$ 15,230.00	\$ 15,230.00
Architectural & engineering Design fee 9% of cost	Architectural Engineering Basic Fees	1.00	Lump Sum	\$ 91,382.00	\$ 91,382.00
Special testing and inspections	Project Inspection Fees	1.00	Lump Sum	\$ 7,615.00	\$ 7,615.00
Sub-applicant Administration fee	Administrative Expense	1.00	Lump Sum	\$ 10,000.00	\$ 10,000.00
Core drilling at existing footing/slab	Construction And Project Improvement	136.00	Each	\$ 202.50	\$ 27,540.00
New 18" concrete shear wall full height, 5000 PSI	Construction And Project Improvement	9,900.00	Square Foot	\$ 49.88	\$ 493,812.00
Reinforce pre-cast wall panels-angle brace @ 2 flr	Construction And Project Improvement	1,460.00	Linear Foot	\$ 80.53	\$ 117,573.80
Epoxy dowels at existing beams	Construction And Project Improvement	5,267.00	Each	\$ 26.53	\$ 139,733.51
Epoxy dowel connection at foundation wall	Construction And Project Improvement	3,960.00	Each	\$ 26.53	\$ 105,058.80
Epoxy dowel connection at columns	Construction And Project Improvement	1,250.00	Each	\$ 26.53	\$ 33,162.50
Core drilling at floor beam	Construction And Project Improvement	1.00	Lump Sum	\$ 6,750.00	\$ 6,750.00
Concrete sawcutting	Construction And Project Improvement	1.00	Lump Sum	\$ 6,750.00	\$ 6,750.00
				Total Cost	\$ 1,367,104.61

**Total Project Cost Estimate: \$ 1,367,104.61**

Match Sources

Activity Cost Estimate	\$ 1,367,104.61	
Federal Share Percentage	74.99999945%	
Non-Federal Share Percentage	25.00000055%	
	Dollars	Percentage
Proposed Federal Share	\$ 1,025,328.45	74.99999945%
Proposed Non-Federal Share	\$ 341,776.16	25.00000055%

Matching Funds

Source Agency	Name of Source Agency	Funding Type	Amount (\$)	Action
Local Agency Funding	Salt Lake City Corporation	Cash	\$ 314,776.16	<a href="#">View Details</a>
<b>Grand Total</b>			<b>\$ 314,776.16</b>	

If you would like to make any comments, please enter them below.

The match represents the broad community support for this project. In 2003, Salt Lake City voters approved a \$10 million general obligation bond to renovate the old Salt Lake City Library as The Leonardo at Library Square. The Leonardo Foundation, charged with the administration, programming and maintenance of the building is comprised of two Utah non-profits; the Utah Science Center and the Center for Documentary Arts, and Global Artways, the youth arts education program of Salt Lake City. The Leonardo Foundation has undertaken a \$10 million capitol campaign to match the municipal bond. The Leonardo Foundation reached their goal in January 2006. The Salt Lake City Council passed Resolution 24 of 2006 on April 18, 2006 outlining the parameters of and notice of sale of bonds to fund construction of the project. Language concerning the Leonardo is found in Paragraph 1 sec (2) and Paragraphs 4 and 5.

Attachments

[Resolution 24 06.pdf](#)  
[bondbook.pdf](#)

Funding Source	Local Agency Funding
Name of Funding Source	Salt Lake City Corporation
Funding Type	Cash
Amount	\$ 314,776.16
Date of availability	
Funds commitment letter date	
Attachment (funds commitment letter)	

Cost Effectiveness Information

Attach the Benefit Cost Analysis (BCA), if completed for this project

What is the source and type of the problem?

The Wasatch Fault and the Salt Lake City segment are part of the Intermountain Seismic Belt. The ISB is a pronounced earthquake zone in the western United States. In the event of a large earthquake, ground shaking will be felt throughout the city. Surface rupture can be expected in historic proportion

How frequent is the event?

Recent geological studies indicate that large earthquakes, magnitude 6.5-7.5 have occurred on the central segments of the Wasatch Fault once every 350 years. The chance of a large earthquake on the Wasatch Fault during the next 100 years is 1 in 4 or 25%.

How severe is the damage?

Damage is categorized as catastrophic.

What kinds of property are at risk?

The structure is a public building providing a variety of arts, cultural, and science education and opportunities. The public will have access to the building seven days a week and ten hours each day. The population of visitors will reflect the make-up of the population of the region in age, ethnicity, ability, and income level.

Are there better, alternative ways to solve the problem?

The alternative chosen to accomplish the mitigation provides the best system for seismic protection in the retrofit in the most economical manner.

Are the mitigation project costs well documented and reasonable?

Yes

If you would like to make any comments, please enter them below.

Attachments:

- [Library Replacement Estimate.pdf](#)
- [BCA Leonardo 2007.xls](#)
- [Leonardo Data Documentation.doc](#)
- [Leonardo Attendance Business Plan.pdf](#)

Damage History			
Date	Event	Description of Damage	Amount of Damage
Total Amount of Damage			\$ 0.00

**A. National Historic Preservation Act - Historic Buildings and Structures**

- \* 1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age? No

If Yes, you must confirm that you have provided the following:

- The property address and original date of construction for each property affected (unless this information is already noted in the Properties section),
- A minimum of two color photographs showing at least three sides of each structure (Please label the photos accordingly),
- A diagram or USGS 1:24,000 scale quadrangle map displaying the relationship of the property(s) to the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Information gathered about potential historic properties in the project area, including any evidence indicating the age of the building or structure and presence of buildings or structures that are listed or eligible for listing on the National Register of Historic Places or within or near a National Register listed or eligible historic district. Sources for this information may include the State Historic Preservation Officer, and/or the Tribal Historic Preservation Officer (SHPO/THPO), your local planning office, historic preservation organization, or historical society.
- Consideration of how the project design will minimize adverse effects on known or potential historic buildings or structures, and any alternatives considered or implemented to avoid or minimize effects on historic buildings or structures. Please address and note associated costs in your project budget.
- For acquisition/demolition projects affecting historic buildings or structures, any data regarding the consideration and feasibility of elevation, relocation, or flood proofing as alternatives to demolition.
- Attached materials or additional comments.

Comments:

Attachments:

**B. National Historic Preservation Act - Archeological Resources**

- \* 1. Does your project involve disturbance of ground? No

If Yes, you must confirm that you have provided the following:

- A description of the ground disturbance by giving the dimensions (area, volume, depth, etc.) and location
- The past use of the area to be disturbed, noting the extent of previously disturbed ground.
- A USGS 1:24,000 scale or other site map showing the location and extent of ground disturbance.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Any information about potential historic properties, including archeological sites, in the project area. Sources of this information may include SHPO/THPO, and/or the Tribe's cultural resources contact if no THPO is designated. Include, if possible, a map showing the relation of any identified historic properties to the project area.

- Attached materials or additional comments.

Comments:

Attachments:

### C. Endangered Species Act and Fish and Wildlife Coordination Act

- \* 1. Are Federally listed threatened or endangered species or their critical habitat present in the area affected by the project? No

If Yes, you must confirm that you have provided the following:

- Information you obtained to identify species in or near the project area. Provide the source and date of the information cited.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Any request for information and associated response from the USFWS, the National Marine Fisheries Service (NMFS) (for affected ocean-going fish), or your State Wildlife Agency, regarding potential listed species present and potential of the project to impact those species.
- Attached materials or additional comments.

Comments:

- \* 2. Does your project remove or affect vegetation? No

If Yes, you must confirm that you have provided the following:

- Description of the amount (area) and type of vegetation to be removed or affected.
- A site map showing the project area and the extent of vegetation affected.
- Photographs or digital images that show both the vegetation affected and the vegetation in context of its surroundings.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Attached materials or additional comments.

Comments:

- \* 3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water? No

If Yes, and project is not within an existing building, you must confirm that you have provided the following:

- A USGS 1:24,000 scale quadrangle map showing the project activities in relation to all nearby water bodies (within 200 feet).



- Any information about the type of water body nearby including: its dimensions, the proximity of the project activity to the water body, and the expected and possible changes to the water body, if any. Identify all water bodies regardless whether you think there may be an effect
- A photograph or digital image of the site showing both the body of water and the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Evidence of any discussions with the US Fish and Wildlife Service (USFWS), and/or your State Wildlife Agency concerning any potential impacts if there is the potential for the project to affect any water body.
- Attached materials or additional comments.

Comments:

Attachments:

#### **D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)**

- \* 1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as "waters of the U.S" as identified by the US Army Corps of Engineers or on the National Wetland Inventory? No

If Yes, you must confirm that you have provided the following:

- Documentation of the project location on a USGS 1:24,000 scale topographic map or image and a copy of a National Wetlands Inventory map or other available wetlands mapping information.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Request for information and response letter from the US Army Corps of Engineers and/or State resource agencies regarding the potential for wetlands, and applicability of permitting requirements.
- Evidence of alternatives considered to eliminate or minimize impacts to wetlands.
- Attached materials or additional comments.

Comments:

Attachments:

#### **E. Executive Order 11988 (Floodplain Management)**

- \* 1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 100 year floodplain, a 500 year floodplain if a critical facility, an identified regulatory floodway, or an area prone to flooding? No

If Yes, please indicate in the text box below any documentation to identify the means or the alternatives considered to eliminate or minimize impacts to floodplains (See the 8 step process found in 44 CFR Part 9.6.) to help FEMA evaluate the impact of the project:

- \* 2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Hydrologic/hydraulic information from a qualified engineer to demonstrate how drainage and flood flow patterns will be changed and to identify down and upstream effects.
- Evidence of any consultation with US Army Corps of Engineers (may be included under Part D of the Environmental Information).
- Request for information and response letter from the State water resource agency, if applicable, with jurisdiction over modification of waterways.
- Attached materials or additional comments.

Comments:

Attachments:

#### F. Coastal Zone Management Act

- \* 1. Is the project located in the State's designated coastal zone? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Information resulting from contact with the appropriate State agency that implements the coastal zone management program regarding the likelihood of the project's consistency with the State's coastal zone plan and any potential requirements affecting the cost or design of the proposed activity.
- Attached materials or additional comments.

Comments:

Attachments:

#### G. Farmland Protection Policy Act

- \* 1. Will the project convert more than 5 acres of "prime or unique" farmland outside city limits to a non-agricultural use? No

Comments:

Attachments:

#### H. RCRA and CERCLA (Hazardous and Toxic Materials)

- \* 1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

\* 2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

\* 3. Does any project construction or operation activities involve the use of hazardous or toxic materials? Not Known

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

Asbestos abatement will be included as part of the seismic retrofit and renovation of the structure.

\* 4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

Attachments:

**I. Executive Order 12898, Environmental Justice for Low Income and Minority Populations**

- \* 1. Are there low income or minority populations in the project's area of effect or adjacent to the project area? No

If Yes, you must confirm that you have provided the following:

- Description of any disproportionate and adverse effects to these populations.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.
- Attached materials or additional comments.

Comments:

Attachments:

**J. Other Environmental/Historic Preservation Laws or Issues**

- \* 1. Are there other environmental/historic preservation requirements associated with this project that you are aware of? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

- \* 2. Are there controversial issues associated with this project? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

- \* 3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

Attachments:

**K. Summary and Cost of Potential Impacts**

- \* 1. Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties? No

If Yes, you must confirm that you have:

- Evaluated these potential effects and provided the materials required in Parts A through J that identify the nature and extent of potential impacts to environmental resources and/or historic properties.

- Consulted with appropriate parties to identify any measures needed to avoid or minimize these impacts.
- Considered alternatives that could minimize both the impacts and the cost of the project.
- Made certain that the costs of any measures to treat adverse effects are realistically reflected in the project budget estimate.

Comments:

Attachments:

Maintenance Schedule and Costs

Provide a maintenance schedule including cost information

The seismic retrofit measures proposed require no regular maintenance since they will be enclosed by architectural finishes or are building materials that are durable in the natural elements.

Identify entity that will perform any long-term maintenance

Salt Lake City Corporation

If you would like to make any comments, please enter them below.

Attach letter from entity accepting performance responsibility

## Evaluation Information (Part 1 of 4)

Is the recipient participating in the Community Rating System (CRS)? No  
If yes, what is their CRS rating?

Is the recipient a Cooperating Technical Partner (CTP)? No

Is the recipient a Firewise Community? No  
If yes, please provide their Firewise Community number.

Has the recipient adopted building codes consistent with the International Codes? Yes

Has the recipient adopted the National Fire Protection Association (NFPA) 5000 Code? Yes

Have the recipient's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)? Yes  
If yes, what is their BCEGS rating? 3

Is the recipient a Disaster Resistant University? No

Is the recipient a Historically Black College or University or a Tribal College or University? No

## Evaluation Information (Part 2 of 4)

Describe the desired outcome and methodology of the mitigation activity in terms of mitigation objectives to be achieved.

The seismic retrofit of The Leonardo will accomplish the several objectives for the safety of Salt Lake City residents and the preservation of Salt Lake City's downtown corridor. The building will be the home of The Leonardo at Library Square and will provide the community with opportunities to experience arts, culture, and science education, exhibits, and special events. The retrofit will benefit the 500,000+ visitors, the majority of which will be children, each year and the community as a whole. The retrofit will provide a new lateral force resisting system. The new system will correct the weaknesses of the original design and stabilize the structure in a seismic event. The Leonardo will then be safe for occupancy and the activities planned for the project. Salt Lake City has made great strides in revitalizing its downtown corridor. The creation of a destination venue that adds to the quality of life for not only downtown residents but for the 1.2 million Utah residents that commute into the city each day to work, go to school, shop, or attend a variety of entertainment and sporting events. Salt Lake City is committed to preserving the character of the city through its architecture and to protecting the environment through reuse, recycling, and LEED certification for all renovation of buildings and new construction. The structure was completed in 1964 and represents the architecture of the era. Salt Lake City has chosen to save the exterior of the building with its unique pre-cast concrete panels on the south and west facing facades. While it may be too soon to say the structure has any significant historical and architectural value, the city wants to err on the side of preservation. The retrofit allows the city to reuse a popular public building and give it a new use to the community. The retrofit also provides the most economical manner to continue to have public buildings in Salt Lake City. New construction would be significantly more expensive and does not fall in line with the community's wish to reuse the existing structure.

Describe performance expectations and timeline for interim milestones and overall completion of mitigation activity.

The final construction documents have not been completed. The schedule to complete the seismic retrofit is 746 days. Interim milestones will be completion of programming by the Leonardo Partners, asbestos abatement, approximately day 120 of the project, advertisement of the bid on day 360, install micropiles approx. day 600 pouring of the new concrete shear walls approx. day 633, and replacement of the slab on grade on day 713.

Describe how you will manage the costs and schedule, and how you will ensure successful performance.

The city will contract with a construction cost estimator monitor costs and schedule. Salt Lake City uses a competitive bidding process for all construction projects to insure fairness and equity in the process. The bidding process has not begun for this project. Salt Lake City's Grant Program Administrator will serve as the financial monitor for the project. The city will consider contracting for construction management if the need arises.

Describe the staff and resources needed to implement this mitigation activity and the applicant's ability to provide these resources.

Salt Lake City has assigned Gaylord Smith as the project manager. Mr. Smith has 23 years of public construction experience and has been the project manager for construction and renovation projects of similar scope and size. Past projects have included the renovation of a building, including seismic retrofit, for the Salt Lake City eight story Public Safety building and the new construction of the Salt Lake City Sports Complex that includes an aquatic center and twin Olympic ice sheets. Sherrie Collins is the Grants Program Administrator. She has worked with Capitol Planning with Salt Lake City since 1986. Salt Lake City maintains the Interactive Fund Accounting System (IFAS), a computerized ledger system. IFAS is capable of general ledger and project ledger accounting. IFAS meets all Government Accounting Standards Board requirements.

If applying for multiple mitigation activities, how do these activities relate?



## Evaluation Information (Part 3 of 4)

How will this mitigation activity leverage involvement of partners to enhance its outcome?

The renovation of the former Salt Lake City Library into The Leonardo is an example of successfully leveraging resources and partners to accomplish a community project. Salt Lake City solicited the community to create the new use for the structure. The city partnered with two local non-profits to create the Leonardo Foundation. The partnership moved forward in two directions, first was the passage of Proposition #2 that authorized a \$10 million construction bond. This became a commitment to the citizens of Salt Lake City to renovate the structure, including the retrofit. Second, The Leonardo Foundation began a fundraising campaign to match the \$10 million bond dollar for dollar. The foundation has received donations and pledges from local businesses individuals and foundations. The donors vary according to their interest in The Leonardo. They include medical equipment manufacturers, international software companies, regional energy companies and many private philanthropic foundations. The project has received support from every possible segment of the community, the voters; local, state and federal government, industry, business, and individuals. Addition of FEMA as a partner in a truly community project would help Salt Lake City create a venue for a dramatic collection of opportunities and experiences.

How will this mitigation activity offer long-term financial and social benefits?

The seismic retrofit is an integral part of the entire project that brings together two non-profit organizations with the city through its youth art's education program. The financial and social benefits include an opportunity for school children to explore, through hands-on activity, a variety of different perspectives on the world. This kind of exposure to will expand their interests as they pursue higher education and careers. Utah's highly educated workforce has been an incentive to draw business to Utah. The Leonardo will continue this tradition in a setting outside the school room and accessible to the community and the intermountain region. The Leonardo will also present exhibits, forums, workshops, and classes to all age groups to encourage a community dialogue that keeps the diverse cultures of Salt Lake City vibrant and alive. The Leonardo is centrally located with easy access to public transportation, adjacent to the new Main Library, and within walking distance to the Capitol Theatre, Salt Lake Art Center, Symphony Hall, the Delta Center, and businesses in the downtown corridor. The Utah Science Center will take visitors to new levels of interactivity as they question, learn and invent through personal, hands-on exploration and invention. The Center will sponsor forums, courses and fieldtrips, and serve as an interactive science lab for public and charter schools. And it will connect visitors to people and places across the globe via satellite and other technologies. The Center for Documentary Arts (CDA) is dedicated to using the tools of documentary work and photography, oral history, film making, narrative writing, radio broadcasting, and visual arts to help Utahns look inward to better understand the state's past and present and to gaze outward to discover their connection to the nation and the world. CDA creates and supports projects that examine and honor the cultural, spiritual, and ethnic identities in forums where they can acknowledge differences, establish common ground, and, build community. Global Artways is the city's arts education program and serves thousands of students, teachers and families each year through a variety of art classes and public events. At The Leonardo, Global Artways will sponsor community art projects, offer cutting-edge new media facilities and host visiting artists. Through the Kennedy Center Imagination Celebration<sub>z</sub> of Salt Lake City, Global Artways will bring world-class arts experiences into area schools and communities. Global Artways will also serve as a hands-on art campus for public and charter schools.

How does this mitigation activity comply with Federal laws and Executive Orders, and how is it complementary to other Federal programs?

1. The Disaster Mitigation Act of 2000 (DMA 2000), (Public Law 106-390) DMA 2000 requirements. DMA 2000 established the pre-disaster mitigation program (including required mitigation planning) and new requirements for post-disaster Hazard Mitigation Grant Program (HMGP), 44 CFR Parts 201 and 206, Hazard Mitigation Planning and Hazard Mitigation Grant Program. An updated mitigation plan is needed to stay eligible for the Public Assistance (PA) program category C-E, Hazard Mitigation Grant Program HMGP, and Pre-Disaster Mitigation Competitive (PDM-C) grant program. 2. Executive Orders (wetlands, floodplains, seismic): EO 11990, EO 11988, EO 12699, EO 12941. EO 11990 and EO 11988 were addressed during the application process. EO 12699 and EO 12941 were addressed a part of the state sub-applicant review. The mitigation activity is complementary to: 1. Department of Homeland Security National Preparedness Goal which includes actions taken to protect lives and property, actions to reduce the vulnerability (mitigate) of critical infrastructure, and an understanding of threats and vulnerabilities to critical facilities. 2. Homeland Security Preparedness Technical Assistance Program (HSPTAP) which provides assistance to prevent, protect against, respond to, and recover from major events. 3. Homeland Security Buffer Zone Protection Program (BZPP) intent is to reduce the vulnerabilities of identified critical infrastructure and key resource sites. 4. National Earthquake Hazard Reduction Program (NEHRP), Public Law 95-124 - the Earthquake Hazards Reduction Act. FEMA, NIST, USGS and NFSs work in close coordination to improve the Nations understanding of earthquake hazards and to mitigate their effects.

What outreach activities are planned relative to this mitigation activity (e.g., signs, press releases, success stories, developing package to share with other communities, losses avoided analysis) and/or how will this mitigation activity serve as a model for other communities (i.e. Do you intend to mentor other communities, Tribes or States? Do you intend to prepare a description of the process followed in this activity so that others may learn from the example?)?

The Leonardo will use the attributes of the building as part of its permanent exhibits. The seismic retrofit will be included in an exhibit that takes visitors through all aspects of the renovation of the structure. The Leonardo will use drawings, renderings, and models to describe the process of the retrofit. Shaking models will be used to demonstrate damage to the building during an

earthquake before and after the mitigation. The exhibit will show the new lateral load resistance system and how it was integrated into the existing structure and thereby preserving the structure. Other planned portions of the exhibit include sustainable aspects of the design and structure.

Evaluation Information (Part 4 of 4)

Please provide the percent of the population benefiting from this mitigation activity. 55.3

Please explain your response. The estimated annual visitation is 500,000. Using the population of Salt Lake County of 902,777 as the community population, we arrive at 55%. Since this is a new use of the building, attendance numbers and geographic reach of the programming are estimates only.

Net Present Value of Project Benefits (A) \$ 6054555.00

Total Project Cost Estimate (B) \$ 1367104.61

What is the Benefit Cost Ratio for the entire project (A/B)? 4.429

Analysis Type FEMA BCA software methodology

What is the primary hazard data used for the BCA? Earthquake

What secondary hazards were considered during the BCA?

Other Secondary Hazard

Does this mitigation activity protect a critical facility? No

If yes, please select the type of critical facilities to be protected

Comments:

Name Date Attached

## Comments and Attachments

Name of Section	Comment	Attachment	Date Attached
Mitigation Activity Information		<a href="#">ASCE SEI 31 30 Seismic Evaluation Report.pdf</a>	01-22-2007
		<a href="#">Statemtent of Work Fig. 1.pdf</a>	01-24-2007
		<a href="#">Methodology Figures 1 thru 5.pdf</a>	01-09-2007
Scope of Work (Part 1)		<a href="#">Structural Plan w existing concrete walls.pdf</a>	01-09-2007
		<a href="#">Statement of work.doc</a>	01-22-2007
		<a href="#">Existing Main Library Floor Plan.pdf</a>	01-03-2007
Match Sources	<p>The match represents the broad community support for this project. In 2003, Salt Lake City voters approved a \$10 million general obligation bond to renovate the old Salt Lake City Library as The Leonardo at Library Square. The Leonardo Foundation, charged with the administration, programming and maintenance of the building is comprised of two Utah non-profits; the Utah Science Center and the Center for Documentary Arts, and Global Artways, the youth arts education program of Salt Lake City. The Leonardo Foundation has undertaken a \$10 million capitol campaign to match the municipal bond. The Leonardo Foundation reached their goal in January 2006. The Salt Lake City Council passed Resolution 24 of 2006 on April 18, 2006 outlining the parameters of and notice of sale of bonds to fund construction of the project. Language concerning the Leonardo is found in Paragraph 1 sec (2) and Paragraphs 4 and 5.</p>	<a href="#">Resolution 24 06.pdf</a>	01-05-2007
		<a href="#">bondbook.pdf</a>	01-05-2007
Cost Effectiveness Information		<a href="#">Library Replacement Estimate.pdf</a>	01-03-2007
		<a href="#">BCA Leonardo 2007.xls</a>	01-22-2007
		<a href="#">Leonardo Data Documentation.doc</a>	01-22-2007
		<a href="#">Leonardo Attendance Business Plan.pdf</a>	01-22-2007

Assurances and Certifications

Please click the link in the status column to view forms.

Forms	Status
Part II: FEMA Form 20-16B, Assurances <b>Construction</b> Programs.	<a href="#">Complete</a>
Part II: FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements.	<a href="#">Complete</a>
Part III: SF-LLL, Disclosure of Lobbying Activities (Complete only if applying for a grant of more than \$100,000 and have lobbying activities using Non-Federal funds. See Form 20-16C for lobbying activities definition.)	Not Applicable

## FEMA Form 20-16B, Assurances-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 (0348-0042), 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 assistance 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 nonfederal share of project costs) 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 assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. 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.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 USC Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. 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 (PL 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 USC Sections 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 USC Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 USC Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 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 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC Sections 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 USC Section 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.

11. 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 (PL 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 USC Sections 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.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC Sections 276a to 276a-7), the Copeland Act (40 USC Section 276c and 18 USC Section 874), and the Contract Work Hours and Safety Standards Act (40 USC Sections 327-333) regarding labor standards for federally assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 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.
15. 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 (PL 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 USC Section 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 USC Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 USC Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC Section 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Section 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program.
20. It will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 USC Section 201), as they apply to employees of institutions of higher education, hospitals, and other nonprofit organizations.
21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
23. It will require the facility to be designed to comply with the "American Standard Specification for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.- 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property, or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Nonprofit Organizations" included

in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

I, Ross Anderson, hereby sign this form as of 01-09-2007.



**You must read and sign these assurances by providing your password and checking the box at the bottom of this page.**

**Note: Fields marked with an \* are required.**

**Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) 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 the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;

**Standard Form LLL Disclosure of Lobbying Activities Not Attached**

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s)) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or locally) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Explanation:

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.623:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs;
- and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e. regional office or FEMA office.

(f) Taking one of the following actions against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street	City	State	ZIP
349 South 200 East	Salt Lake City	UT	84111
451 South Tate Street	Salt Lake City	UT	84111

**Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.**

I, Ross Anderson, hereby sign this form as of 01-09-2007.

**APPLICATION FOR  
FEDERAL ASSISTANCE  
(SF 424)**

1. TYPE OF SUBMISSION  
Construction

2. DATE SUBMITTED  
01-09-2007

Applicant Identifier

3. DATE RECEIVED BY STATE  
01-09-2007

State Application Identifier

4. DATE RECEIVED BY  
FEDERAL AGENCY

Federal Identifier

5. APPLICANT INFORMATION

Legal Name  
Salt Lake City Corporation

Organizational Unit  
Salt Lake City Corporation

Address  
349 South 200 East, Suite 100  
Salt Lake City, UT 84111-2811

Name and telephone number of the person to be contacted on matters  
involving this application  
Gaylord Smith, 801-535-6344

6. EMPLOYER IDENTIFICATION NUMBER  
(EIN)  
87-6000027

6.a. DUNS NUMBER  
072957822

7. TYPE OF APPLICANT  
Local Government

8. TYPE OF APPLICATION  
Project Application

9. NAME OF FEDERAL AGENCY  
Federal Emergency Management Agency

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT  
The Leonardo Seismic Retrofit

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.)  
SALT LAKE COUNTY

13. PROPOSED PROJECT:

Start Date:  
End Date :

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant UTUT02  
b. Project UTUT02

15. ESTIMATED FUNDING

a. Federal	\$ 1,025,328.45
b. Applicant	\$ 0.00
c. State	\$ 0.00
d. Local	\$ 314,776.16
e. Other	\$ 0.00
f. Program Income	\$ 0.00
g. TOTAL	\$ 1,340,104.61

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE  
ORDER 12372 PROCESS?  
No, Program is not covered by E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?  
No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY  
AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE  
ASSISTANCE IS AWARDED.

a. Name of Authorized  
Representative  
Ross Anderson

b. Title

c. Telephone Number  
8015357744

d. Signature of Authorized Representative  
Ross Anderson

e. Date Signed  
01-09-2007



# THE **LEONARDO**

AT LIBRARY SQUARE

*ASCE/SEI 31-03 Seismic Evaluation  
Summary Report*

Prepared for:



Prepared by:



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## EXECUTIVE SUMMARY

This evaluation is based on the provisions of ASCE/SEI 31-03, "*Seismic Evaluation of Existing Buildings*", 2003. This ASCE Standard is the current 'state-of-the-art' document used in performing seismic evaluations. As outlined in this ASCE document, there are different levels, or Tiers, of seismic evaluation that may be performed. A Tier one evaluation is a general approach to quickly find possible and probable seismic deficiencies within a structure. A Tier two evaluation is a comprehensive, detailed investigation which looks at the demands and capacities of each structural element during a seismic event. This summary report encompasses both Tier one and Tier two seismic evaluations.

The performance objective used in this evaluation is a Life Safety Performance Level. As defined by the ASCE Standard, a Life Safety Performance Level requires that structural components maintain a margin of safety against failure and/or collapse during a seismic event. The overall risk of life-threatening injury, as a result of primary structural damage, is expected to be reasonably low for buildings that meet the Life Safety performance level. This is accomplished by evaluating the building for the earthquake (seismic) forces equivalent to a Maximum Considered Earthquake (MCE). The MCE is the characteristic largest earthquake expected at this site for a recurrence interval of 2% probability within a 50 year time span.

A three-dimensional, mathematical computer model of the Leonardo Building was generated using ETABS finite element software. The computer model is used to distribute lateral earthquake forces determined from the MCE design base earthquake. All analysis is based on linear-static behavior of the structure, which is deemed appropriate by ASCE/SEI 31-03 standards. After analysis, the demands due to seismic forces are placed upon each structural element and compared to their capacities in accordance with ASCE/SEI 31-03.

The results of evaluation determine that The Leonardo Building has a number of primary and secondary elements that do not possess the required strength to meet the Life Safety acceptance criteria for the MCE design based earthquake.

Schematic upgrade measures to satisfy the seismic demands have been evaluated and presented in detail in the body of this report. Estimates of probable cost have been prepared for the presented upgrade measures. These costs include the cost of the structural materials, installation, anticipated removal and replacement costs of finishes of affected areas. The costs of operational interruptions, relocations, hazardous material abatement, etc. are not included.

The total Estimate of probable cost associated with the presented upgrade measures is \$2,930,252.64.



## **INTRODUCTION**

In recent years public awareness of potential earthquakes in Salt Lake City has been heightened. Recent geotechnical and geo-seismic investigations reveal that major earthquakes occur in Salt Lake City on a regular geologic time frame. Since many buildings in Salt Lake City were built prior to any knowledge of this region's seismic history, satisfactory seismic design is rare. Such buildings have a potential to incur large amounts of damage due to lack of proper seismic design and detailing. The Leonardo Building at Library Square is no exception. Although the building was designed and constructed in accordance with the building code at that time, there were no provisions that required any type of seismic design or detailing. In recent decades, innovative changes have been incorporated into current building codes to deal with seismic issues. The Leonardo Building, designed prior to such innovations simply does not have the inherent characteristics that enable it to perform well during a significant earthquake.

## **OBJECTIVES AND SCOPE**

An ASCE/SEI 31-03, Tier 1 evaluation shows the structure has a number of elements that may be vulnerable to damage in a major seismic event. Based on these findings, a detailed Tier 2 evaluation was performed. This Tier 2 evaluation requires the completion of the following tasks:

- Site investigation to confirm the layout of structural elements that are part of the building's lateral force resisting system and to assess the physical condition of the building.
- In-depth study of existing building drawings to develop an accurate understanding of the construction of the building.
- Create a three-dimensional mathematical model(s) that will be used to accurately calculate distributed lateral forces on structural elements under design lateral loads.
- Perform calculations on structural elements to determine demand-to-capacity ratios to verify adequacy of existing construction.
- Develop a schematic seismic upgrade plan to show the extent of seismic rehabilitation work required to strengthen the building.
- Develop an estimate of probable cost for structural seismic rehabilitation work.

## **BASIS OF EVALUATION**

The seismic evaluation of The Leonardo Building at Library Square was performed in accordance with ASCE/SEI 31-03, "*Seismic Evaluation of Existing Buildings*", 2003. This standard is the nationally recognized standard for seismic evaluation of existing buildings.

ASCE/SEI 31-03 was developed specifically for evaluating the capacity of existing buildings to withstand earthquake force levels established by the most recent criteria set by earthquake scientists. Simply applying the requirements of new building codes, such as the International Building Code 2003, to existing buildings is generally not recommended, because seismic detailing requirements, required by the new codes, are just not present in older buildings. Therefore, a more rigorous analysis procedure is required. ASCE/SEI 31-03 provides a methodology using *m*-factors that are component demand modifiers based on the Performance Objective for each component and/or element. These *m*-factors establish the design capacity, or strength of each member.

The performance objective for this study is a Life Safety Performance Level for the Maximum Considered Earthquake (MCE). The MCE is the characteristic largest earthquake expected at this site for a recurrence interval of 2% probability within a 50 year time span.

Life Safety Performance is defined as the structural components maintain a margin of safety against failure and/or collapse, and the overall risk of life-threatening injury as a result of primary structural damage is expected to be relatively low.

Seismic force levels used in ASCE/SEI 31-03 analyses are developed using mapped ground accelerations multiplied by modification factors to obtain a seismic coefficient. Seismic forces for this site were generated based on contour maps prepared by the USGS. Due to the proximity of the site to known faults, the anticipated seismic accelerations are high. The peak expected response for buildings with short periods for the MCE is 1.77 g (1.77 times the weight of the structure).

The acceleration determined from these maps is modified by multiplying it by a series of coefficients outlined in ASCE/SEI 31-03. This seismic coefficient is multiplied by the participating weight of the building to calculate an equivalent static seismic load. Utilizing a mathematical model of the building, the equivalent static seismic load is distributed to structural elements that resist seismic forces to determine the demand on each element. Structural elements are classified as either primary or secondary. Primary elements are structural elements and components that provide the capacity of the structure to resist collapse under seismic forces. These elements create the Seismic Force Resisting System (SFRS). All other elements are classified as secondary, and must be able to support gravity loads and secondary loads due to seismic forces.

Expected strengths for building materials used in the construction of the building are determined through existing drawings and specifications. These expected strengths are

multiplied by  $m$ -factors to establish the design capacity of each structural element. The  $m$ -factors are demand modifiers that account for expected ductility associated with a specific action at the selected structural performance level. A Demand-to-Capacity Ratio (DCR) is calculated for each element and compared to the acceptance criteria for the performance level. If deficiencies remain, rehabilitation methods need to be investigated.

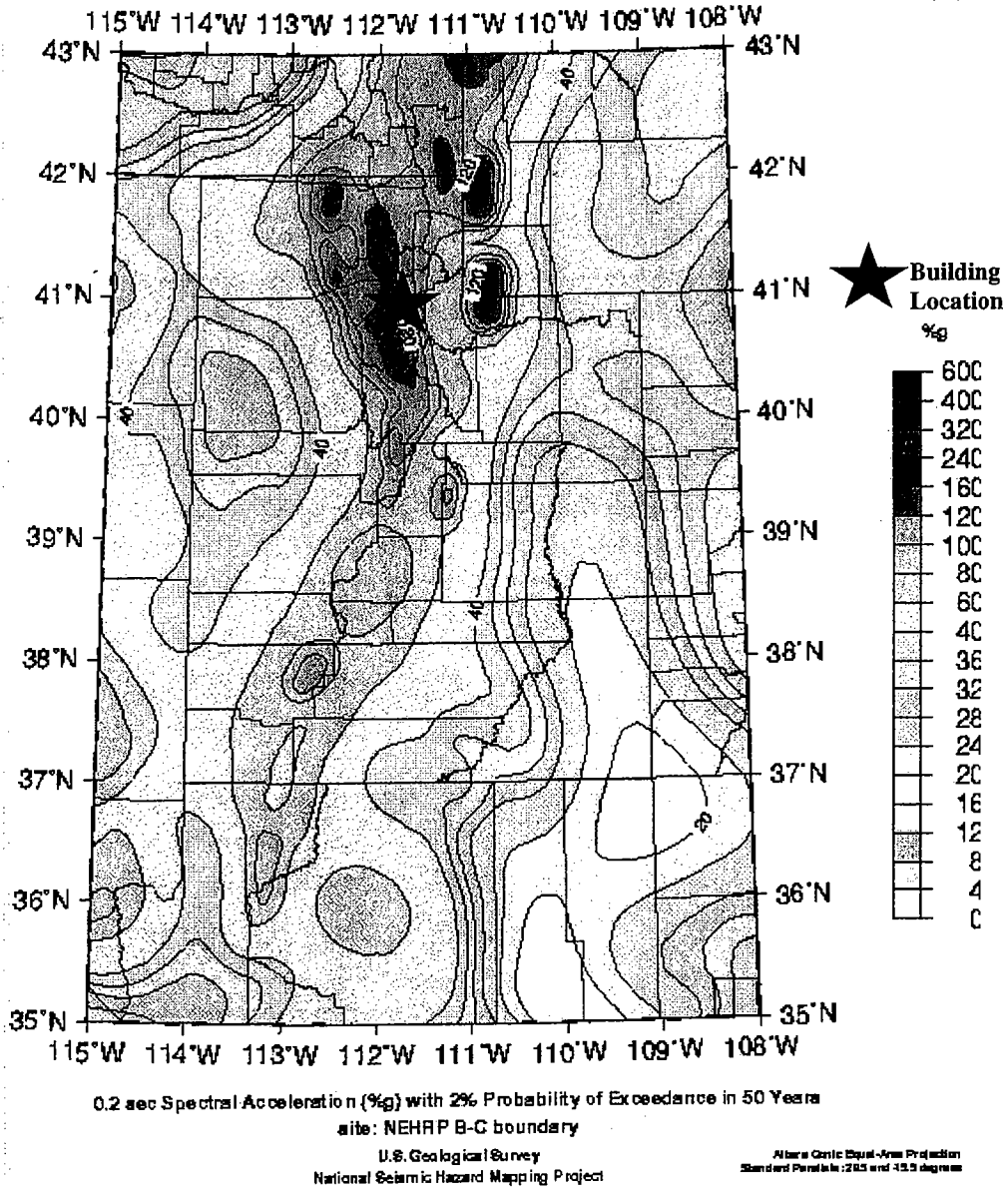
## **SITE SEISMICITY**

The Leonardo Building at Library Square is located within close proximity to the Wasatch Fault, Geologic seismic hazard mapping indicates that this site is likely to experience severe lateral ground shaking (See Figure 1.1).

ASCE/SEI 31-03 defines a minimum level of lateral forces to use for the evaluation of structures based on ground motions corresponding to the MCE. It is based upon analysis of available geoseismic data and is meant to represent the large, rare seismic event that is characteristic for the site. The USGS (United States Geological Survey), in cooperation with NEHRP (National Earthquake Hazards Reduction Program) have developed contour maps that display the level of lateral motion expected for any site across the United States. The information shown in the contour maps is then mathematically combined with coefficients representing localized soil conditions to produce the expected level of ground motion.

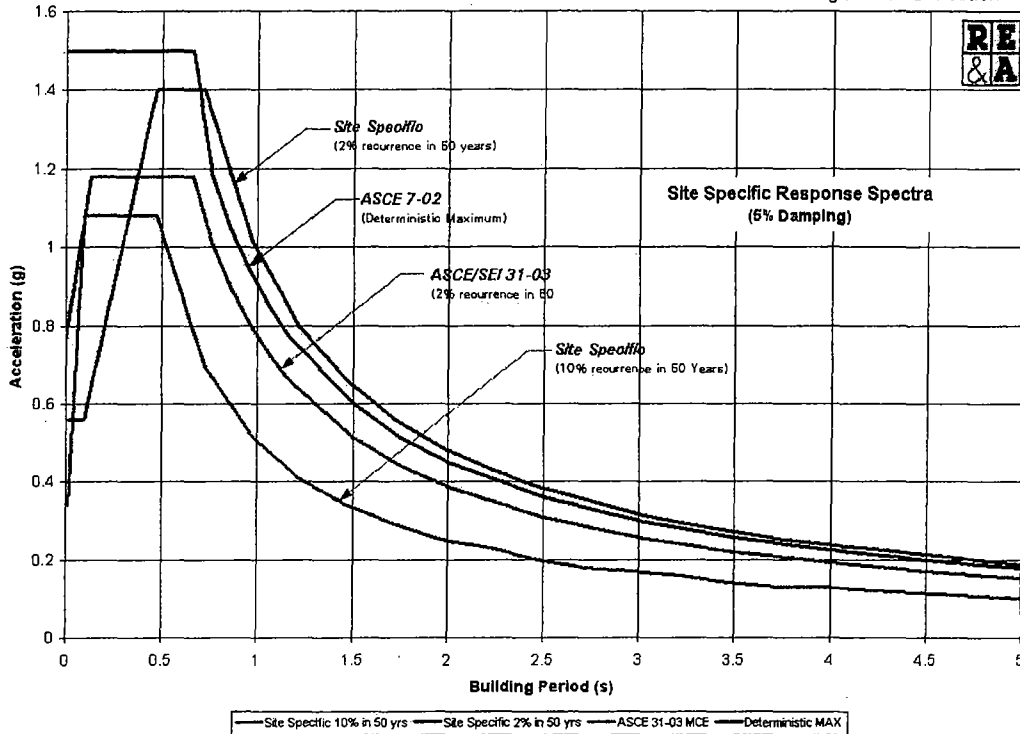
To enable engineers to determine the most appropriate level of force for the building in question, the contour maps are divided to represent two primarily unique building classifications. These are termed as buildings with short periods (periods in the range of 0.2 seconds) and buildings with long periods (periods in the range of 1.0 seconds or more). A building period is defined as the amount of time required for the structure to complete one complete cycle of natural vibration. For The Leonardo Building at Library Square, contour maps indicate that horizontal building response could be in excess of 1.77 g for short period structures. For more flexible long period structures horizontal response could be in excess of 0.77 g. This means that a very stiff short structure could experience horizontal forces as high as 1.77 times its own weight and a taller, more limber structure could experience horizontal forces as high as 0.77 times its own weight during the characteristic earthquake.

During the design phase of the new Salt Lake City Public Library, directly north of the Leonardo Building, a site-specific geotechnical evaluation was performed to determine the expected ground motions based on existing soil conditions. From these site-specific findings, a Response Spectra was created for the MCE accelerations (see Figure 1.2). The ASCE/SEI 31-03 seismic evaluations of the Leonardo Building are performed using the response spectra outlined in the ASCE/SEI 31-03 document, not the site specific values. However, the upgrade measures were determined using the site-specific MCE (2% in 50 years).



USGS Spectral Acceleration Map (MCE)  
Figure 1.1

Leonardo Building Seismic Evaluation



**USGS**

**Elevation Lookup Results**

Elevation : 4261 FEET

Latitude : 40° 45' 32"

Longitude : -111° 53' 04"

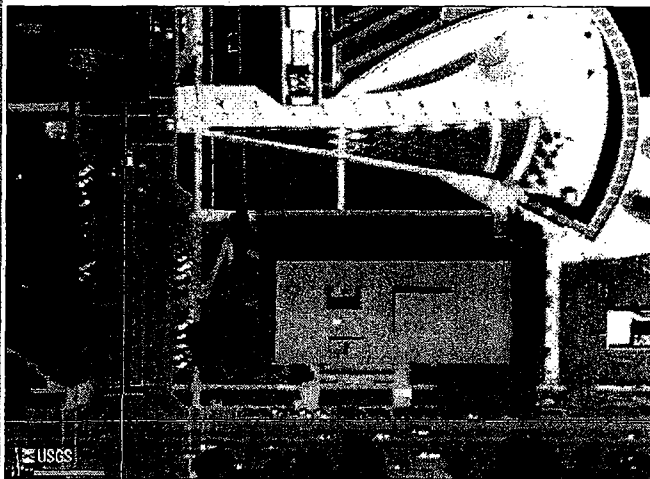
U.S. National Grid (USNG) Coordinates:  
 12T VL 25398 12367 (NAD83)

Universal Transverse Mercator (UTM) Coordinates:  
 12 425338 4512367

Source :  
 NED CONTIGUOUS U. S. 1/3W ARC SECOND  
 ELEVATION DATA

Click on the map to display the surface elevation at that point.

USGS

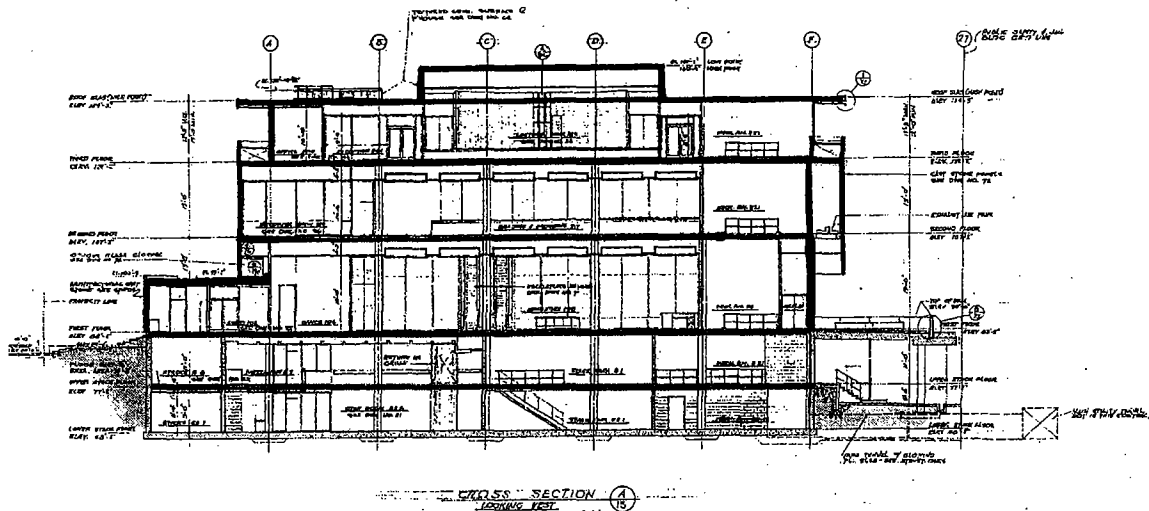


USGS Info & Site Specific Response Spectra  
 Figure 1.2

## BUILDING DESCRIPTION

The Leonardo Building was originally designed in October 1962. The original structure was designed to act as the Salt Lake City Public Library, of which it has served until the new Salt Lake Library was constructed directly to the north. The original structure was designed by Edwards and Daniels Architects of Salt Lake City, and constructed and completed in 1964 by Culp Construction Company.

The Leonardo Building is constructed of cast-in-place reinforced concrete columns, walls, and waffle plate floor slabs supported by a 15 inch thick concrete mat footing. The footing is thickened in locations that support columns. There are two floors (Upper and Lower Stack) placed below grade. Level 1 which acts as the main floor slab is at grade, and Levels 2, 3, Roof and Penthouse rise above the exterior grade to a total height of 40'-9" above finished grade. The north side of the Upper Stack floor is at a parking level, and Level 1 acts as a roof for this parking area. During the construction of the new Salt Lake Library, Level 1 was directly anchored to the north plaza level. Therefore, the majority of movement of the Leonardo Building during a seismic event will occur above Level 1. (See Figure 2.1)



Building Section View  
Figure 2.1

## **TIER 1-BUILDING EVALUATION**

The more general Tier 1 Evaluation is meant to provide a quick overview of the potential and likely structural deficiencies. This evaluation is performed by doing some general calculations in accordance with checklist items that flag potential deficiencies.

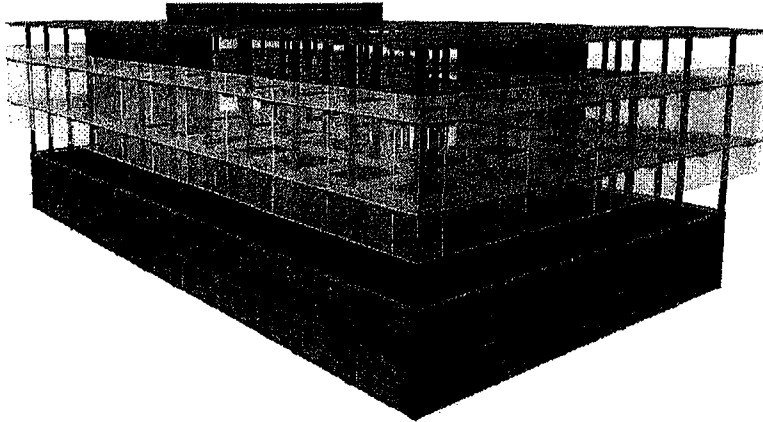
Completion of the required Tier 1 check list items shows that the Leonardo Building at Library Square is deficient in various structural and non-structural areas. To see a complete list of the items, please see Appendix B, Tier 1 Check List Items. Items in these lists are marked as Compliant (C), Non-Compliant (NC), or Not Applicable (N/A). Findings from these check lists are required when moving into the Tier 2 evaluation process.

## **TIER 2-BUILDING EVALUATION**

A Tier 2 evaluation procedure is a detailed analysis of the entire structure while subject to earthquake (seismic) forces. These seismic forces are calculated from the AISC/SEI 31-03 Response Spectra, shown in Figure 1.2, and then applied proportionally to each floor level. To accurately determine the complex behavior of a structure while subject to these complex seismic loads, a detailed mathematical model is created. For The Leonardo Building, a detailed model was created using ETABS software, which is a finite element analysis program. This analysis procedure accurately determines the behavior of the structure during these seismic loads (see Figure 3.1).

Once completed, each structural element is tested for acceptance in accordance with the provisions of ASCE/SEI 31-03. This analysis procedure requires that the demand (force) on each element is calculated, and compared to its capacity (strength). In determining both demand and capacity, structural members are classified as either Primary or Secondary structural elements, and classified as Force Controlled, or Deformation Controlled elements. In the analysis of The Leonardo Building the concrete walls around the perimeter, stairs, elevator and other openings are classified as Primary-Deformation Controlled structural elements. This means these walls are the primary structural elements that will resist the seismic forces placed on the structure. The combination of these primary elements makes up what is called, the Seismic Force Resisting System (SFRS). All of the concrete column and composite concrete/steel columns are classified as Secondary-Force Controlled structural elements. This means these elements are not part of the SFRS, however they must be able to support gravity loads in addition to the secondary effects of seismic forces that transfer into them.

Using the ETABS mathematical computer model, each primary and secondary element is analyzed under the prescribed seismic forces. The demand for each element is then compared to its capacity and the findings reported.



ETABS Mathematical Computer Model  
of The Leonardo Building  
Figure 3.1

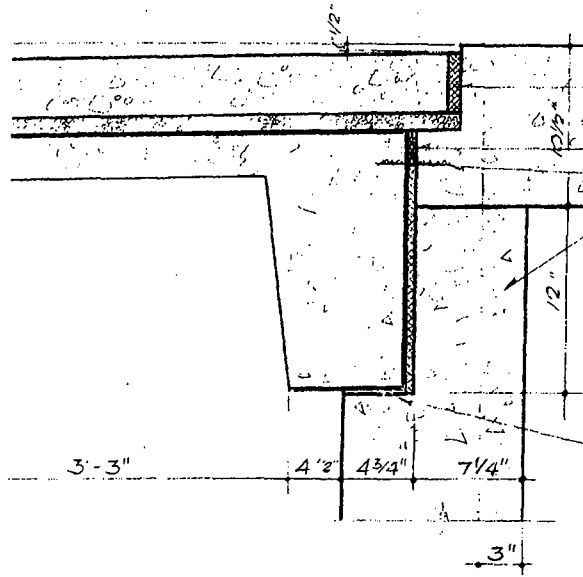
## FINDINGS

The following is a list of the major deficiencies identified by this Tier 2 evaluation process. The deficiencies are listed in their relative order of importance based upon life-safety considerations, with the lower numbered deficiencies having greater importance. It should be noted that ASCE/SEI 31-03 does not prescribe a relative importance to individual deficiencies and therefore, the order of listing is based upon engineering judgment and may not be exact.

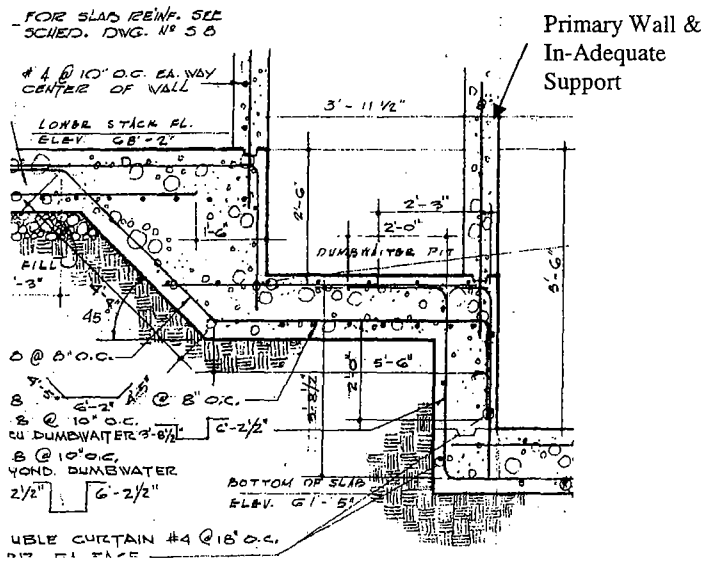
### *Primary Structural Elements*

1. The reinforced concrete walls, defined as primary-deformation controlled structural elements, do not have the required capacity to meet the demands from the induced seismic forces.
2. Seismic forces are transferred at the floor levels, through the floor elements (diaphragm), into the primary structural elements. The connection of the floor diaphragms to the concrete walls is not adequate to transfer the required loads. (Figure 4.1)
3. The thickened mat footing that supports the primary concrete walls is not adequately designed for seismic forces that cause the walls to over turn about their base. (Figure 4.2)
4. Current layout of the walls has no defined symmetry, which causes the building to severely twist during a seismic event. This twisting (torsion) causes secondary forces that all structural elements must resist, and causes significant displacements at the corners of the building.





In-Adequate Floor-to-Wall Connection  
Figure 4.1



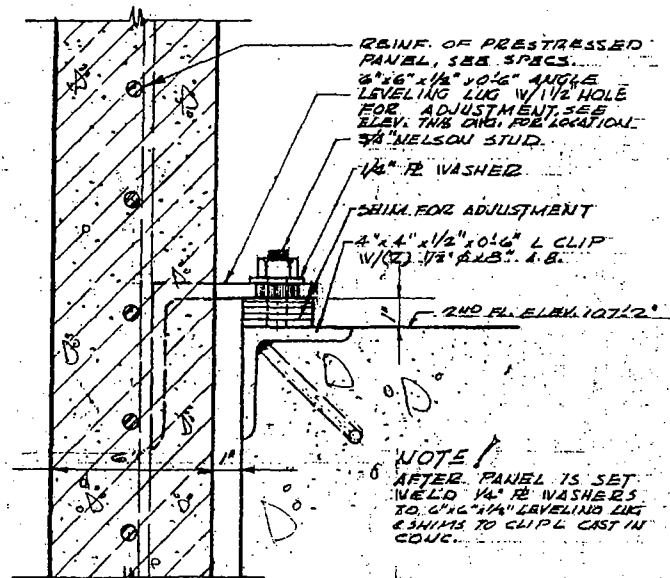
In-Adequate Footing Support for Primary Walls  
Figure 4.2

### Secondary Structural Elements

1. Under the gravity, and secondary seismic loads, approximately 118 of 325 (36% percent) concrete columns do not have enough capacity to meet the required demand. Under pure gravity load conditions, the columns appear adequate, however while subject to the secondary seismic loads, and floor displacements, the demand exceeds the capacity.

### Non-Structural Elements

1. The exterior pre-cast concrete veneer panels do not have adequate anchorage to the floors. This type of deficiency dramatically affects the Life Safety performance of the structure. (Figure 4.3)
2. Some of the interior partition walls are constructed using un-reinforced masonry. These masonry walls are not braced to the structural floor above, and not properly anchored at the floor. During a seismic event, these walls do not have the ability to move as the floor moves, thus causing collapse.
3. The ceiling system in the majority of the building does not have adequate seismic bracing to the floor. As the floor moves during a seismic event, these ceiling systems become dislodged and are likely to fall to the level directly below.



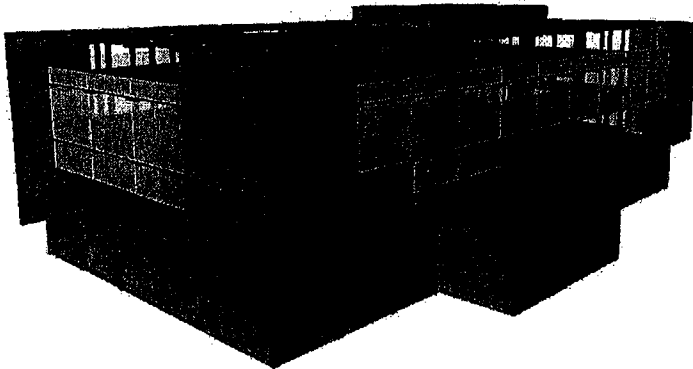
In-Adequate Pre-cast Panel Anchorage Detail

Figure 4.3

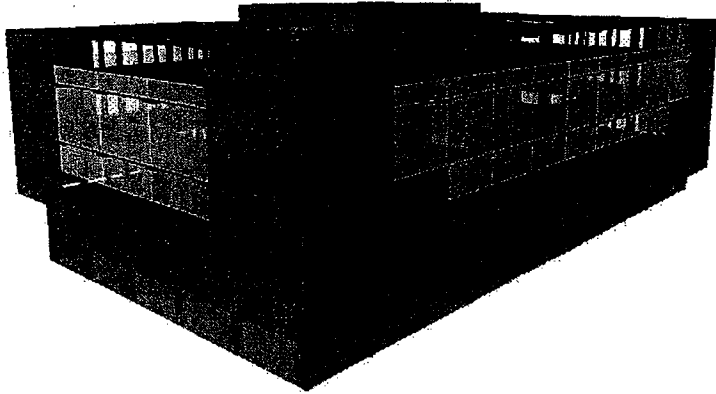
## UPGRADE RECOMMENDATIONS

Schematic rehabilitation/upgrade items have been developed for The Leonardo Building and are included below. Upgrade measures outlined within this report will be required in order to bring this building into compliance with an acceptable Collapse Prevention performance level as outlined in FEMA 356 "*Prestandard for the Seismic Rehabilitation of Buildings.*" In determining these upgrade measures, we have used the Site Specific (2% in 50 yr) Response Spectra outlined in Figure 1.2. This response spectrum induces higher seismic forces into the system that were used during the evaluation.

1. Install new special reinforced concrete shear walls in strategic locations throughout the building. Locations of these walls need to be placed so as not to restrict facility needs. These locations will need to be developed between the Utah Arts Center, a design architect, and a structural engineer. For the purpose of this report, shear walls are shown at various locations around the perimeter of the building (See Figure 5.1). This type of configuration makes the most technical and economical sense, and is therefore what our cost estimate reflects. Each of these walls are to be connected properly at each floor level, and placed on new concrete footings designed to take the over turning effects. By incorporating these new concrete walls, the movement of the floors will be limited. This limited movement will be controlled enough to keep the demand from exceeding capacity of the existing concrete columns. (See Figure 5.2)
2. New footing and foundation elements will be installed to support new concrete shear walls. The footings at each end of the wall will act as a pile cap for a set number of micro-piles. These micro-piles will support the new walls for seismic over turning forces. (See Figure 5.3)
3. It is recommended that exterior pre-cast concrete panels be anchored properly at floor levels to eliminate a potential falling hazard. It may however be in the best interest of the building to remove the panels all together and replace with a new properly anchored veneer system. (See Figure 5.4)
4. It is recommended the interior un-reinforced masonry partition walls be removed and replaced with a new partition wall system, such as conventional metal studs. These partition walls will need to be braced adequately to the floor systems.



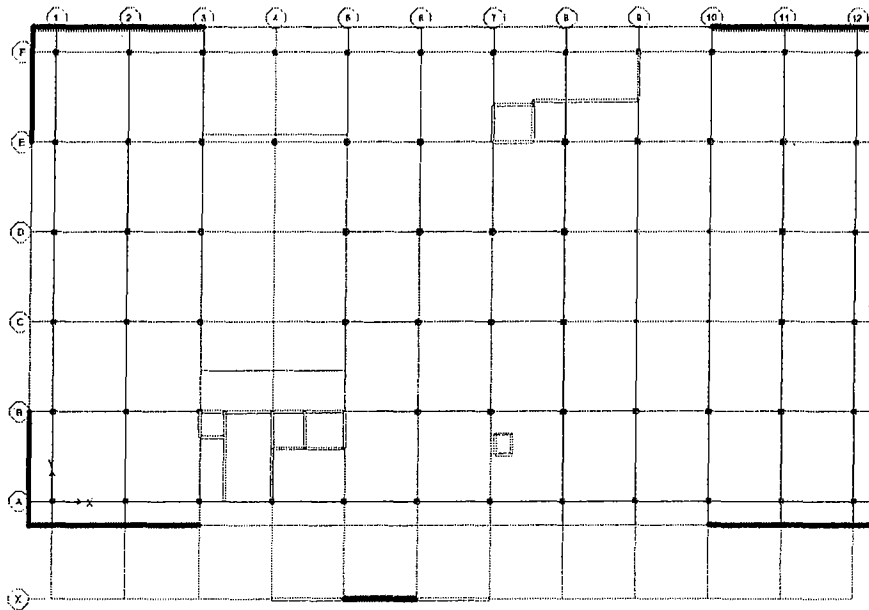
View Looking Northeast



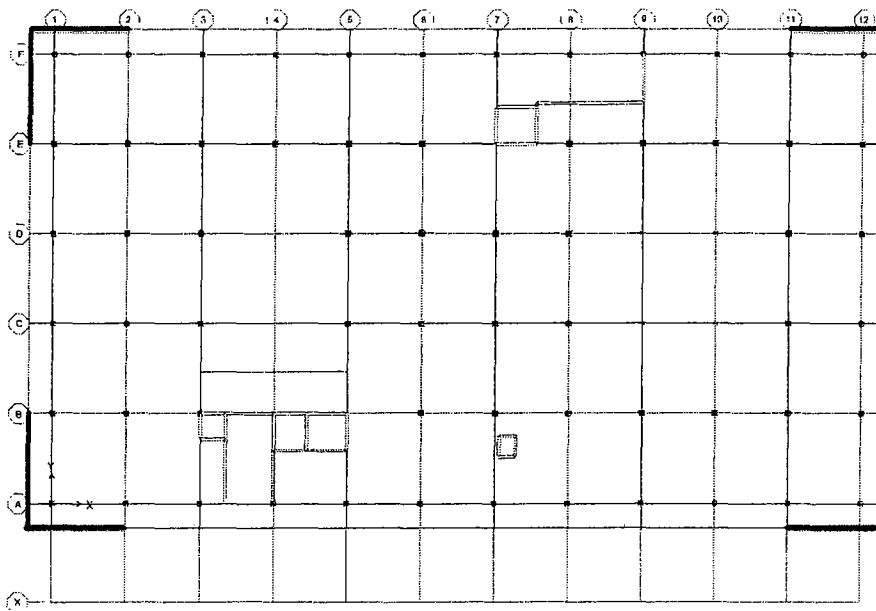
View Looking Southwest



Rehabilitation Isometric Views  
Figure 5.1



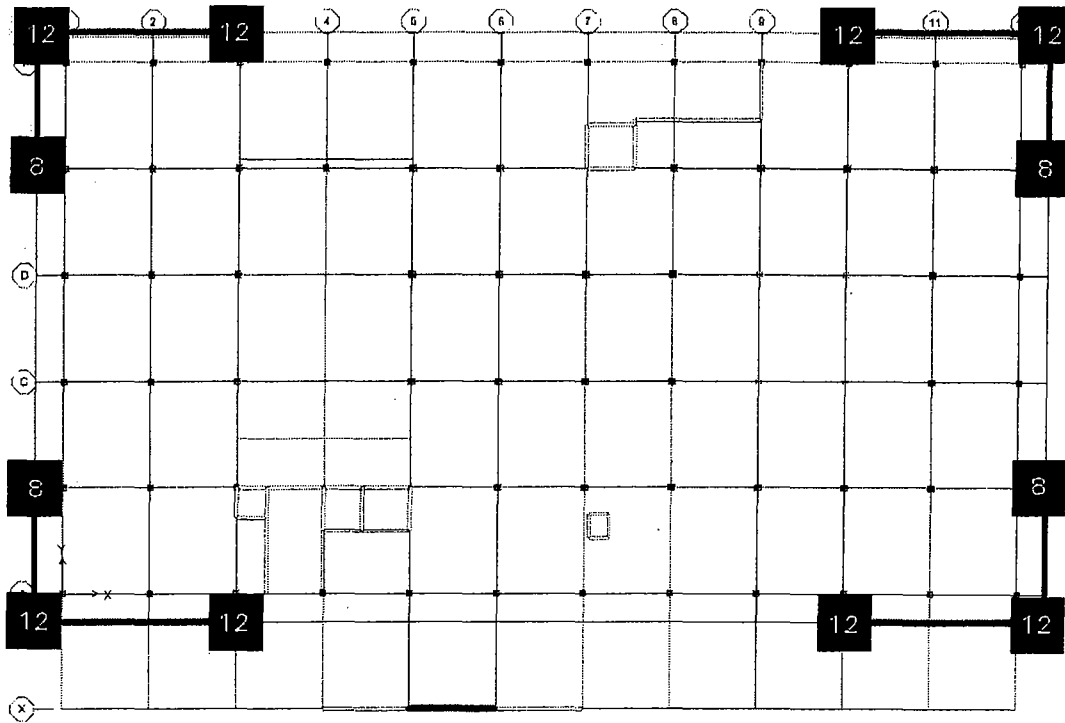
**Plan View-Level 1 & Level 2**



**Plan View-Level 3**

 New 24" Concrete Shear Wall Above:  New 18" Concrete Shear Wall Above:

**Schematic Layout Plan of New Concrete Shear Walls**  
Figure 5.2

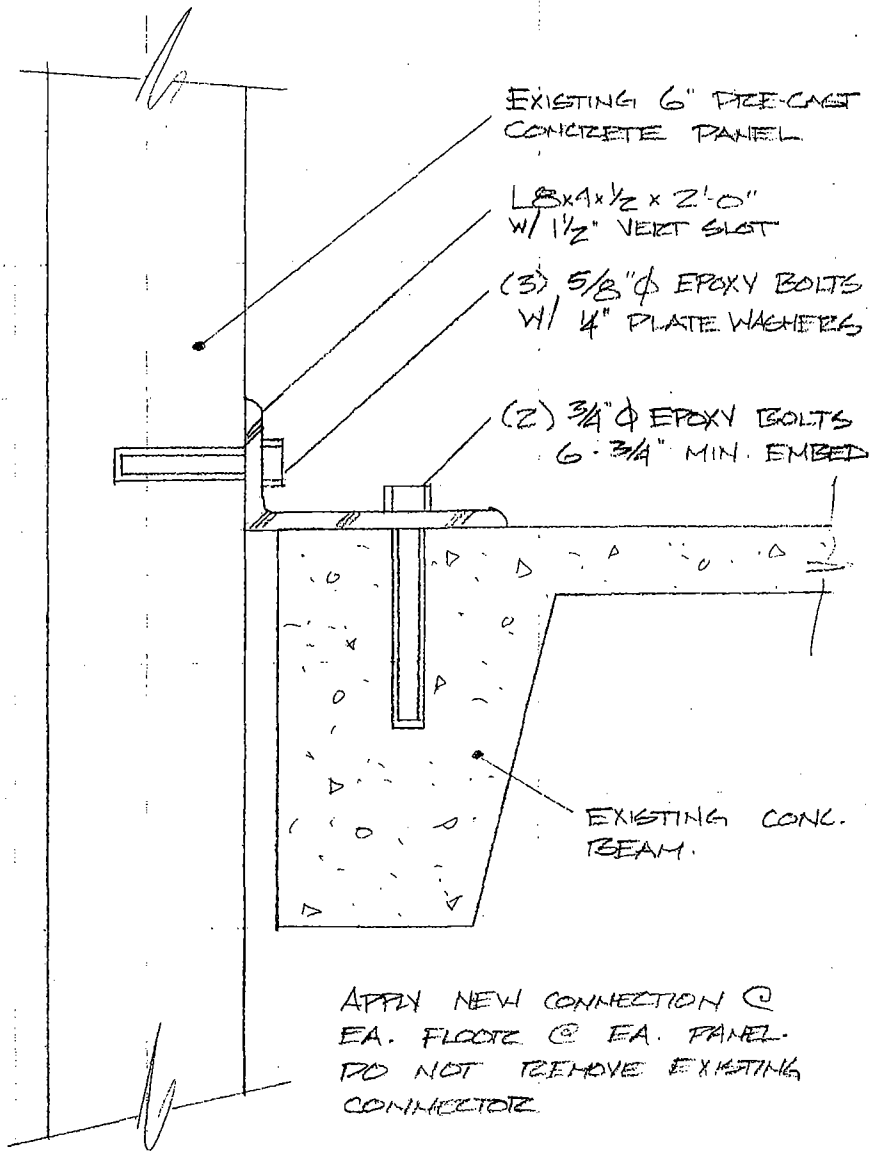


**FOOTING/PILE CAP SCHEDULE**

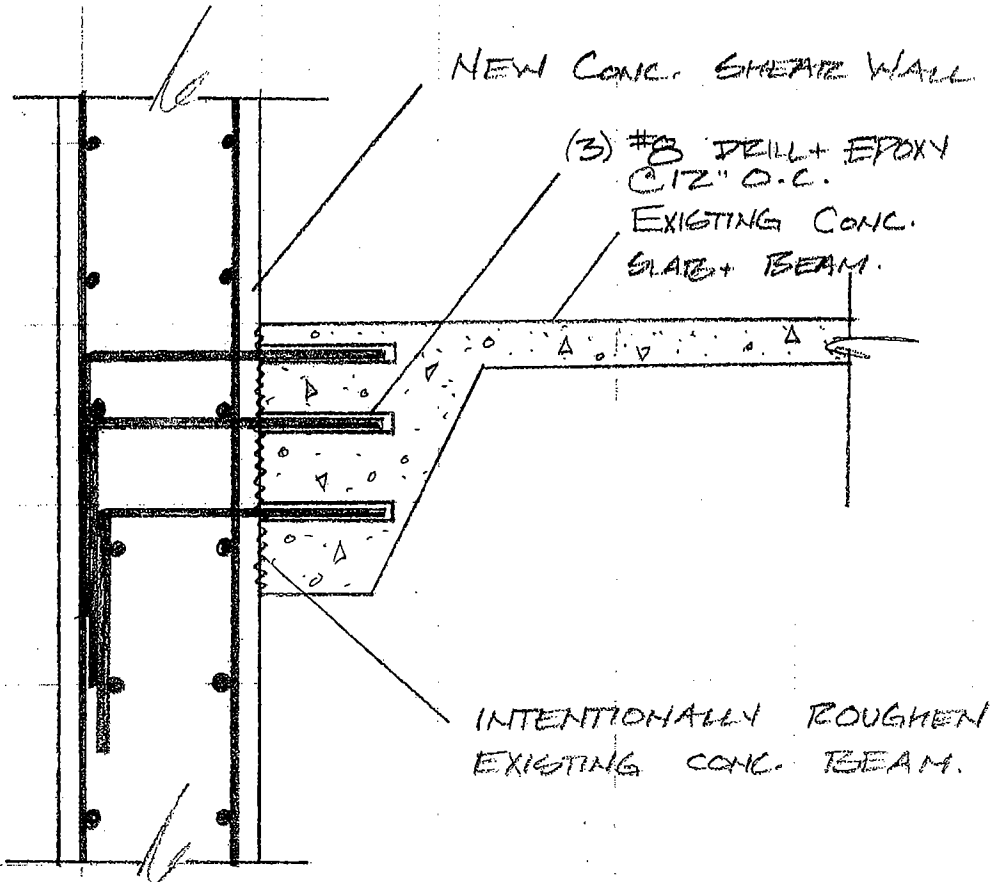
Footing ID	Size (ft)	Thickness (in)	Micro Piles
8	8'x8'	36"	16
12	12'x12'	36"	36

1. All footings between spot footing/micro pile-cap shall be 6'-0" wide by 24" thick.
2. All Micro Piles are assumed to be 8" diameter x 30 feet long.

**Footing Plan and Footing/Micro Pile Schedule**  
 Figure 5.3



Proposed New Connection at Pre-Cast Panels  
Figure 5.4



New Shear Wall to Floor Detail (Each Level)  
Figure 5.5



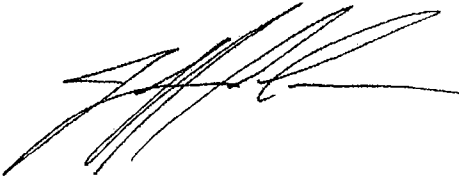
## CONCLUSION

The Leonardo Building at Library Square was designed and constructed prior to the development of modern criteria requiring earthquake design. Therefore, the structural elements within the building are not designed, nor are they strong enough to meet the demands from a major seismic event. The evaluation of this building, as outlined in this report shows structural and non-structural deficiencies, and proposes rehabilitation measures to increase the Life Safety performance of the structure. The schematic rehabilitation presented, was designed in accordance with FEMA 356 "*Prestandard for the Seismic Rehabilitation of Buildings*" for a Collapse Prevention performance level, when subjected to the maximum considered earthquake at this site. The estimate of probable cost for this rehabilitation of structural items is \$2,930,252.64.

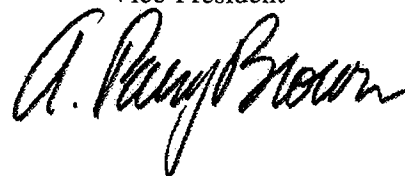
The presented upgrade scheme presents an approximate solution in order to upgrade the structure to meet the Collapse Prevention Performance Level of FEMA 356 "*Prestandard for the Seismic Rehabilitation of Buildings*". This analysis is only a Preliminary solution. Additional analysis is required in order to incorporate the upgrade into an architectural floor plan and provide proper sizing and detailing of the structural elements.

The seismic upgrade recommendations are intended to increase the level of life safety to the building occupants. However, many of the existing details of the building will not meet current code requirements for a new building. This means the earthquake hazard to occupants of the building will be reduced, but not eliminated. This report presents a schematic upgrade that will allow the primary structural system to meet the Collapse Prevention Performance Level of FEMA 356. Under this type of performance level, the building is expected to undergo severe damage during a large earthquake. The goal is to keep the structure from collapsing, however, once the earthquake is over, it may be deemed a complete loss. Under these criteria, injuries during an earthquake are likely to occur, but it is expected that the overall catastrophic risk of life threatening injury will be minimized. The owner shall consider the intended use of the structure to determine if the Collapse Prevention Performance Level meets their desired upgrade criteria. If desired, a similar upgrade approach would be used with a higher seismic performance level (i.e. Live Safety, or Immediate Occupancy). However, strengthening measures would be more severe and costs would increase accordingly.

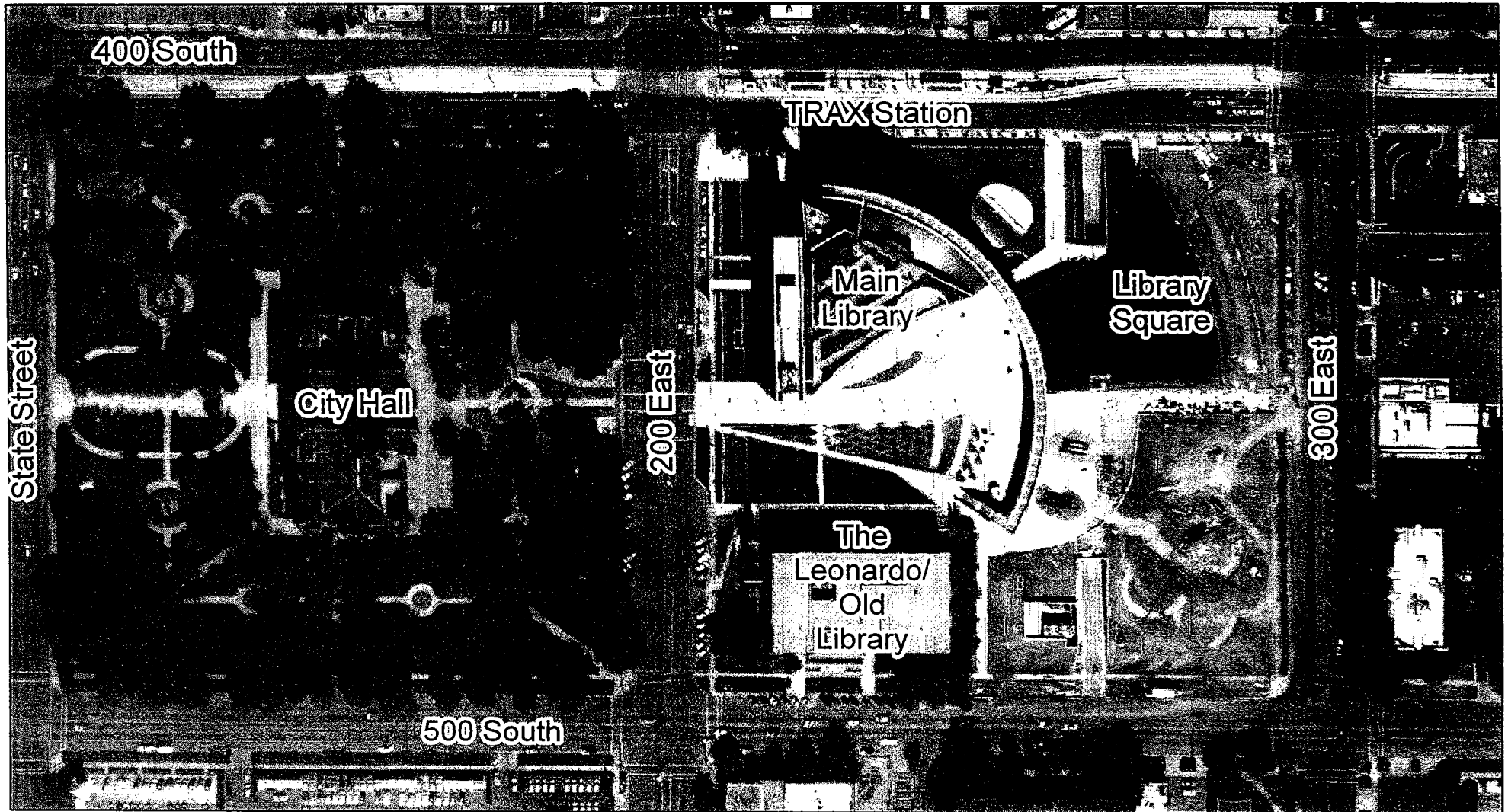
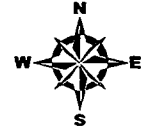
Jeffrey Ambrose, P.E.



A. Parry Brown, S.E.  
Vice-President

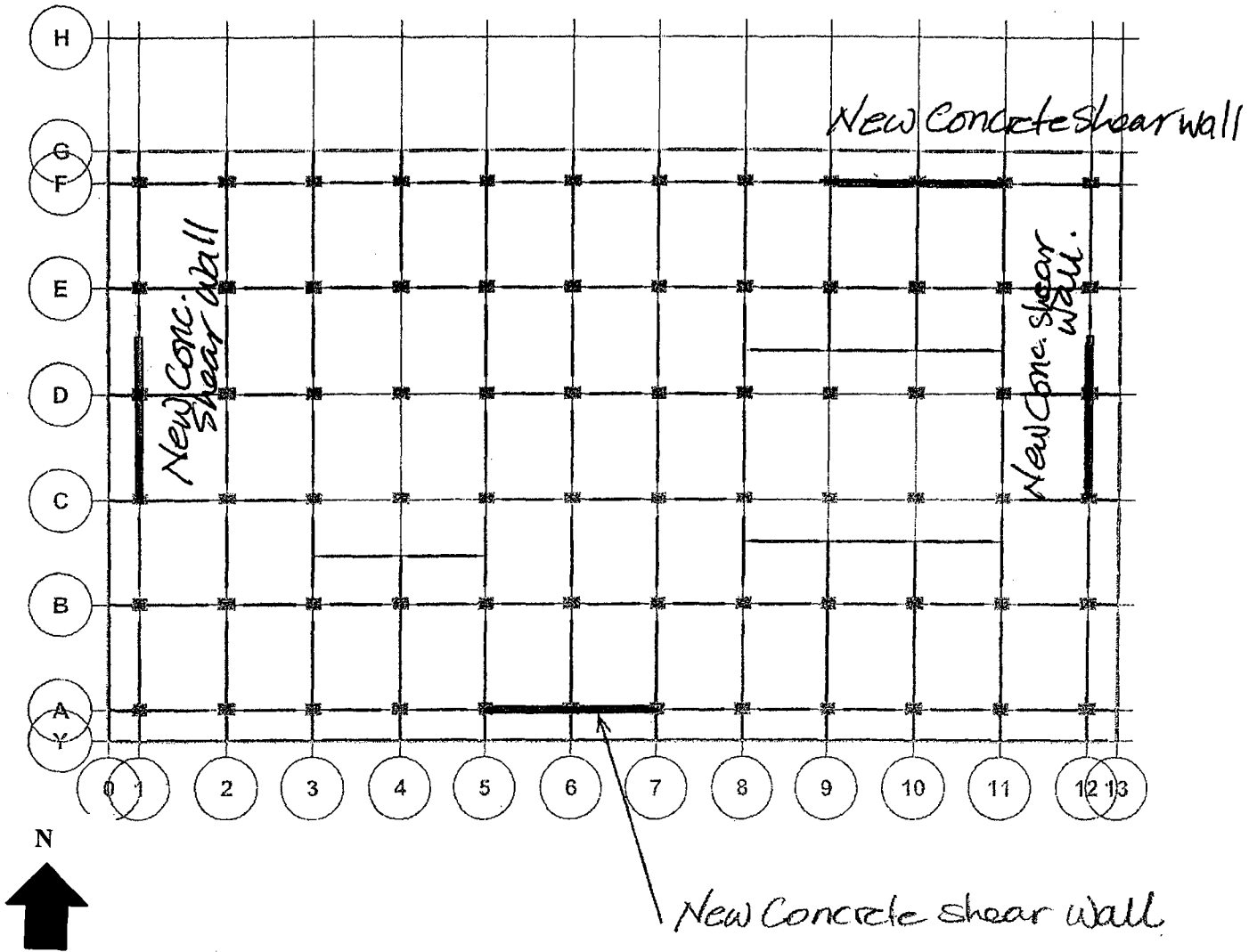


# Statement of Work Figure 1



Option I

1



Methodology Fig. 1

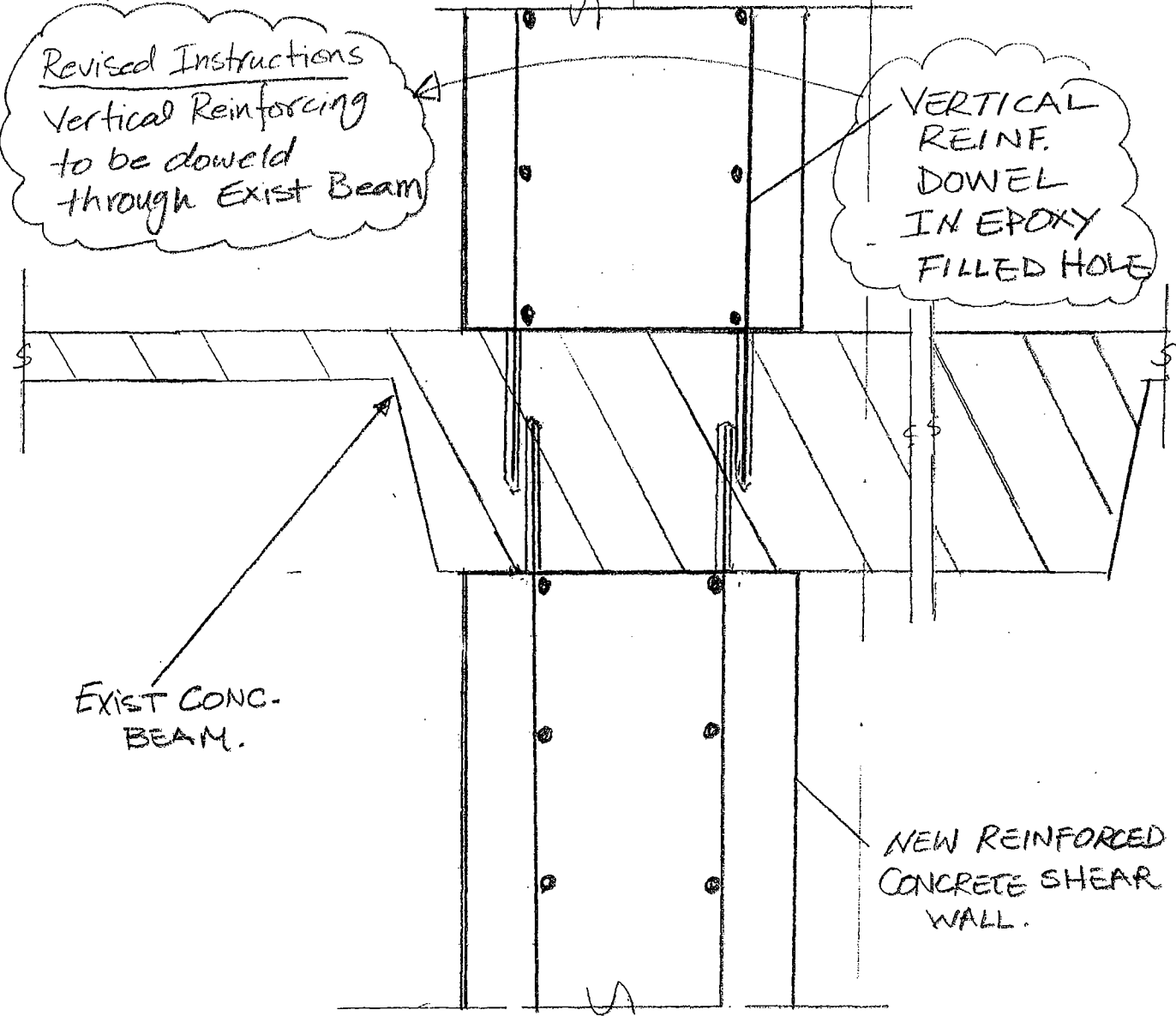
4- New concrete shear walls , 5000 psi cone.  
33 ft Long - 18" thick

Reinforcing:- \* 8 @ 13" o.c. Vertical and Horiz.  
Two Layers.

Grid

project \_\_\_\_\_  
location \_\_\_\_\_  
date \_\_\_\_\_ by \_\_\_\_\_

grid divisions @ 1" = subdivisions @ 1/8"



Methodology Fig. 2

NEW CONCRETE SHEAR WALL SECTION  
AT EXIST CONCRETE BEAM.

2

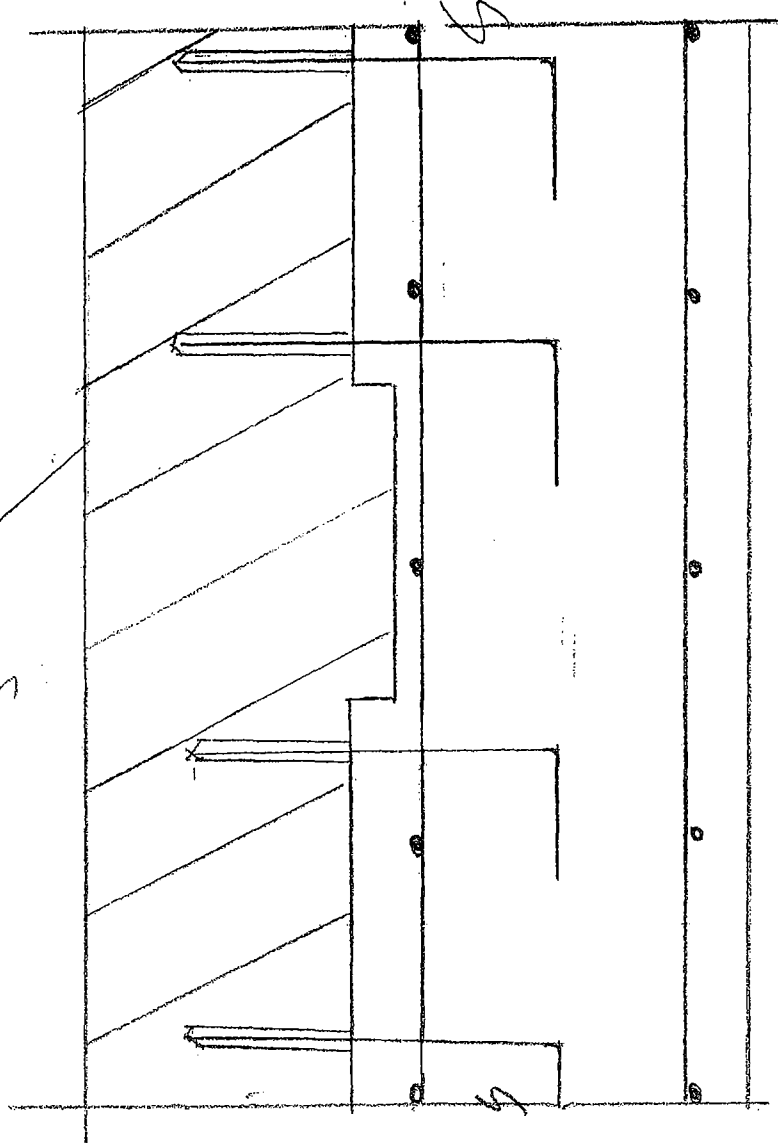
project \_\_\_\_\_

*Option 1*

location \_\_\_\_\_

date \_\_\_\_\_ by \_\_\_\_\_

*New Reinforced Concrete Shear Wall  
 with #5 Dowels w/ 90° STD Hook  
 18-Inch o.c. In Epoxy Filled HOLE -*



*Exist Foundation  
 Wall and Conc.  
 column.*

Methodology Fig. 3

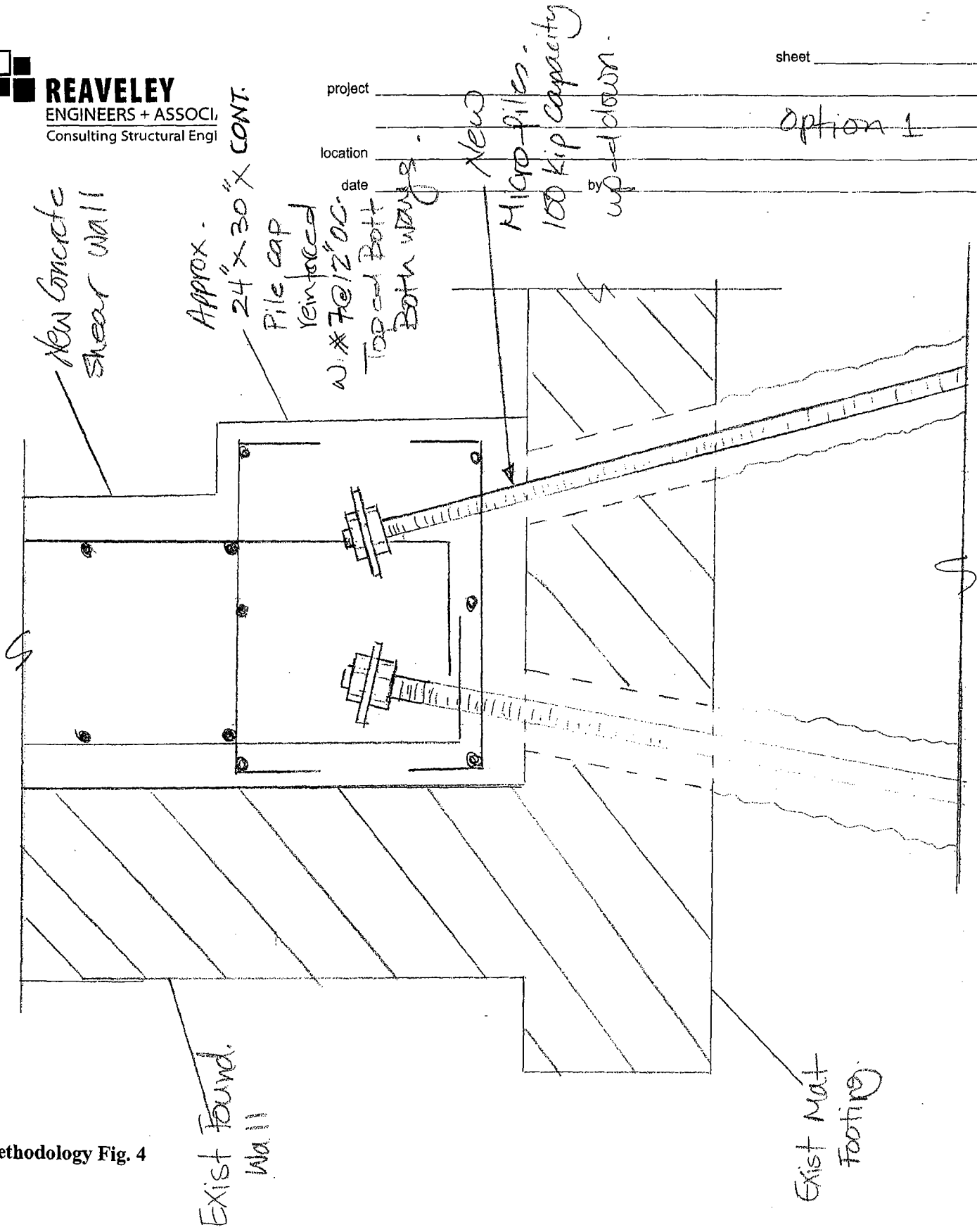
*PLAN OF NEW CONCRETE SHEAR WALL  
 AT EXIST CONCRETE FOUNDATION WALL*

3



Option 1

grid divisions @ 1" x subdivisions @ 1/8"



Methodology Fig. 4

4 Section New Shear Wall At Exist Footing

project \_\_\_\_\_

*Option 1*

location \_\_\_\_\_

date \_\_\_\_\_ by \_\_\_\_\_

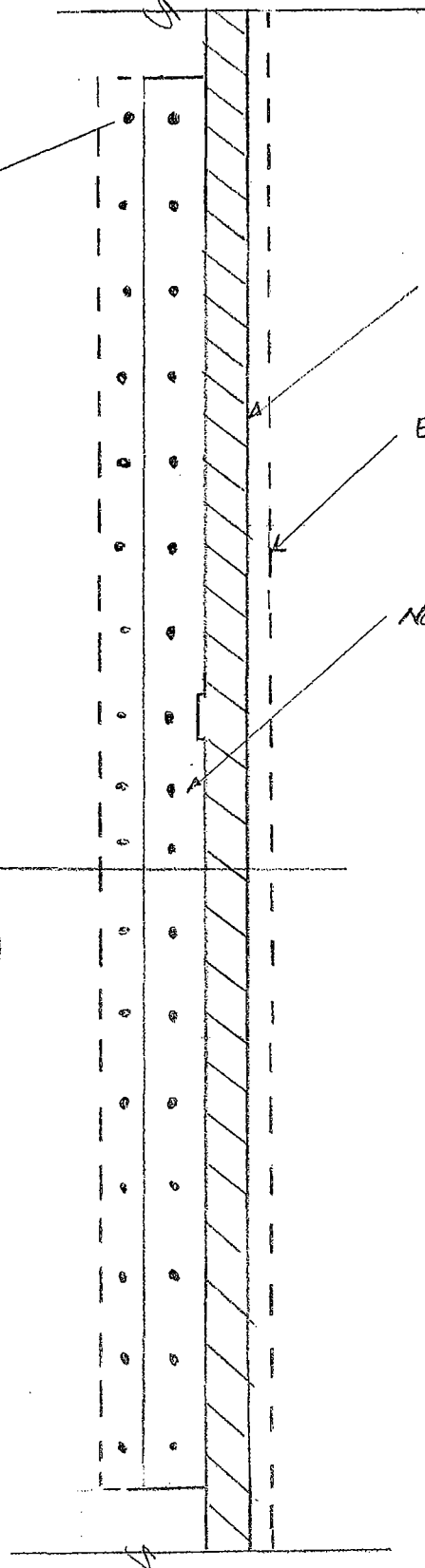
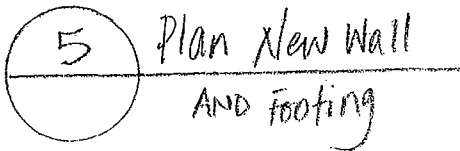
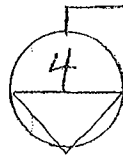
grid divisions @ 1" x subdivisions @ 1/8"

34  
 New Micropiles  
 100 Kip Min  
 Capacity  
 uplift and down.

Exist Foundation Wall

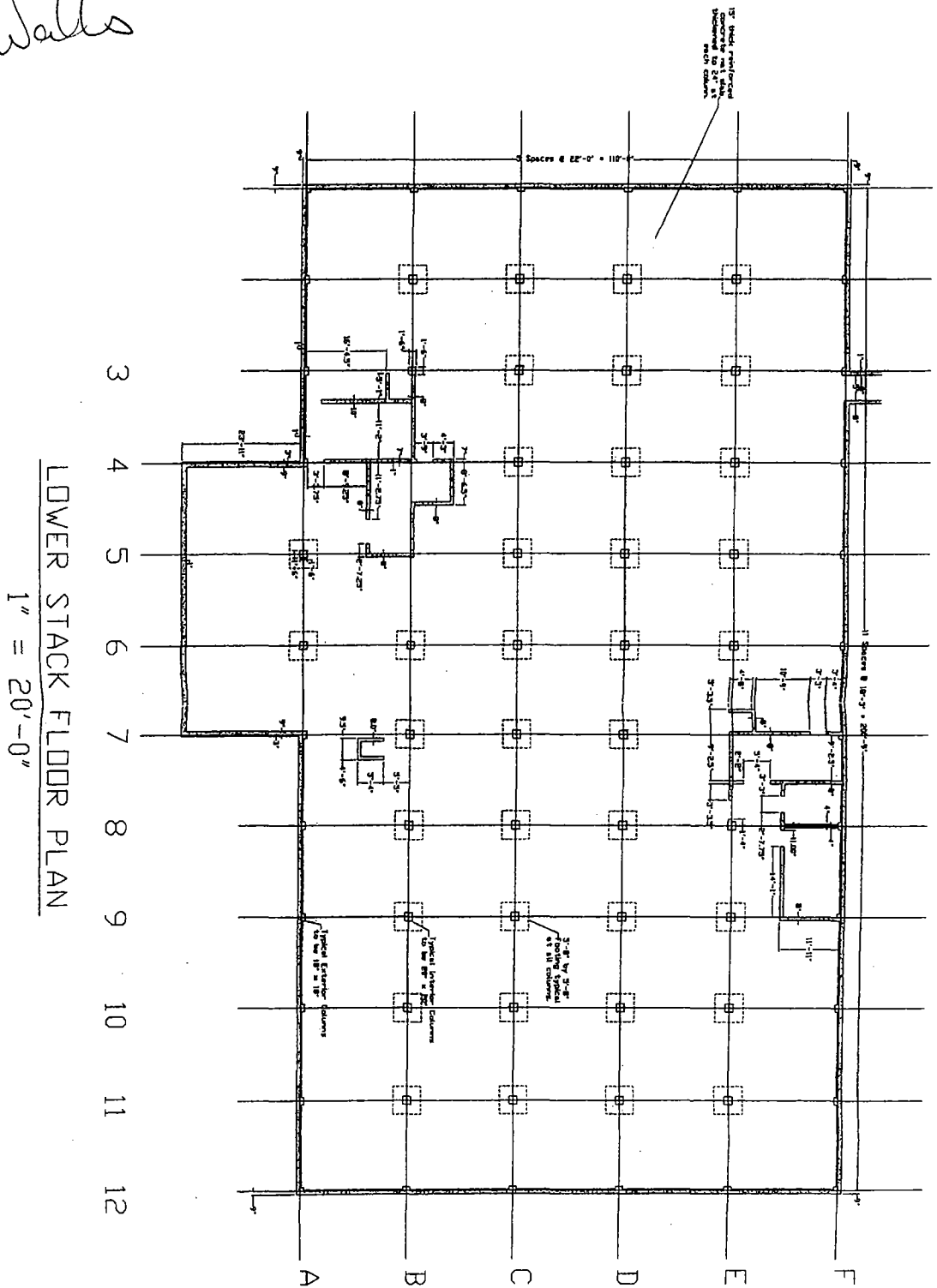
Exist Footing

New Concrete Shear  
 Wall



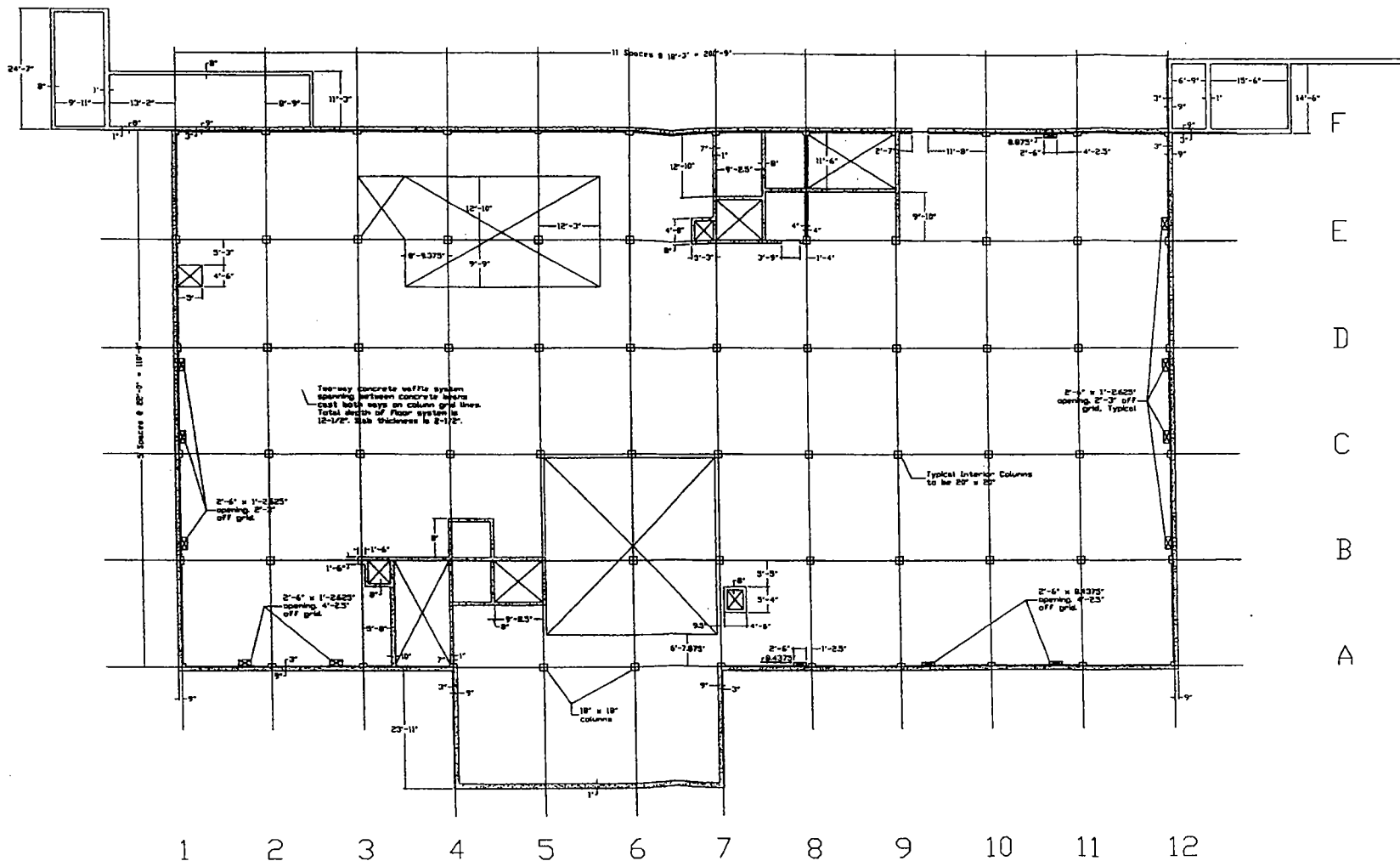
Methodology Fig. 5

Structural Plan  
w/ Existing  
Concrete Walls



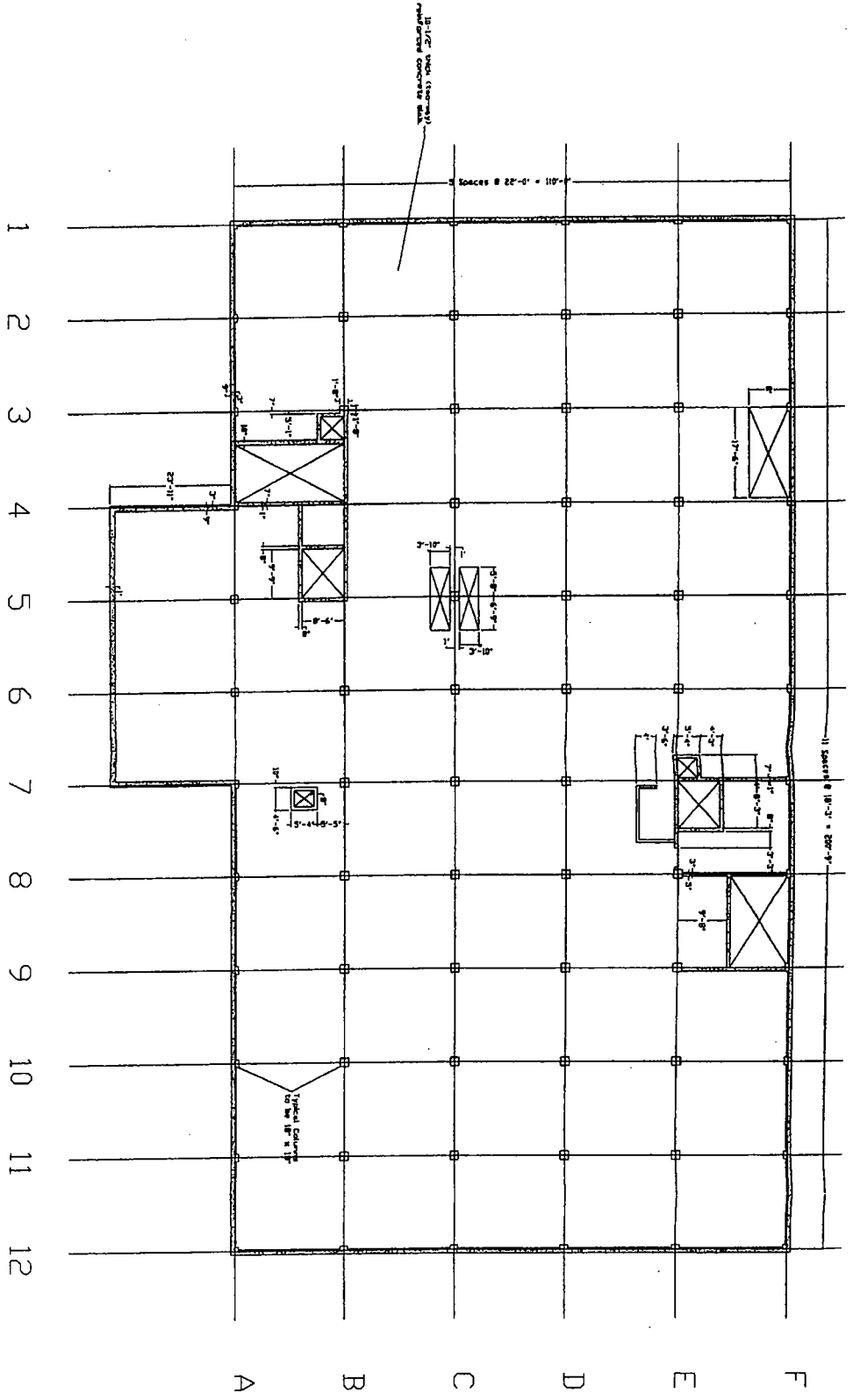
S.1





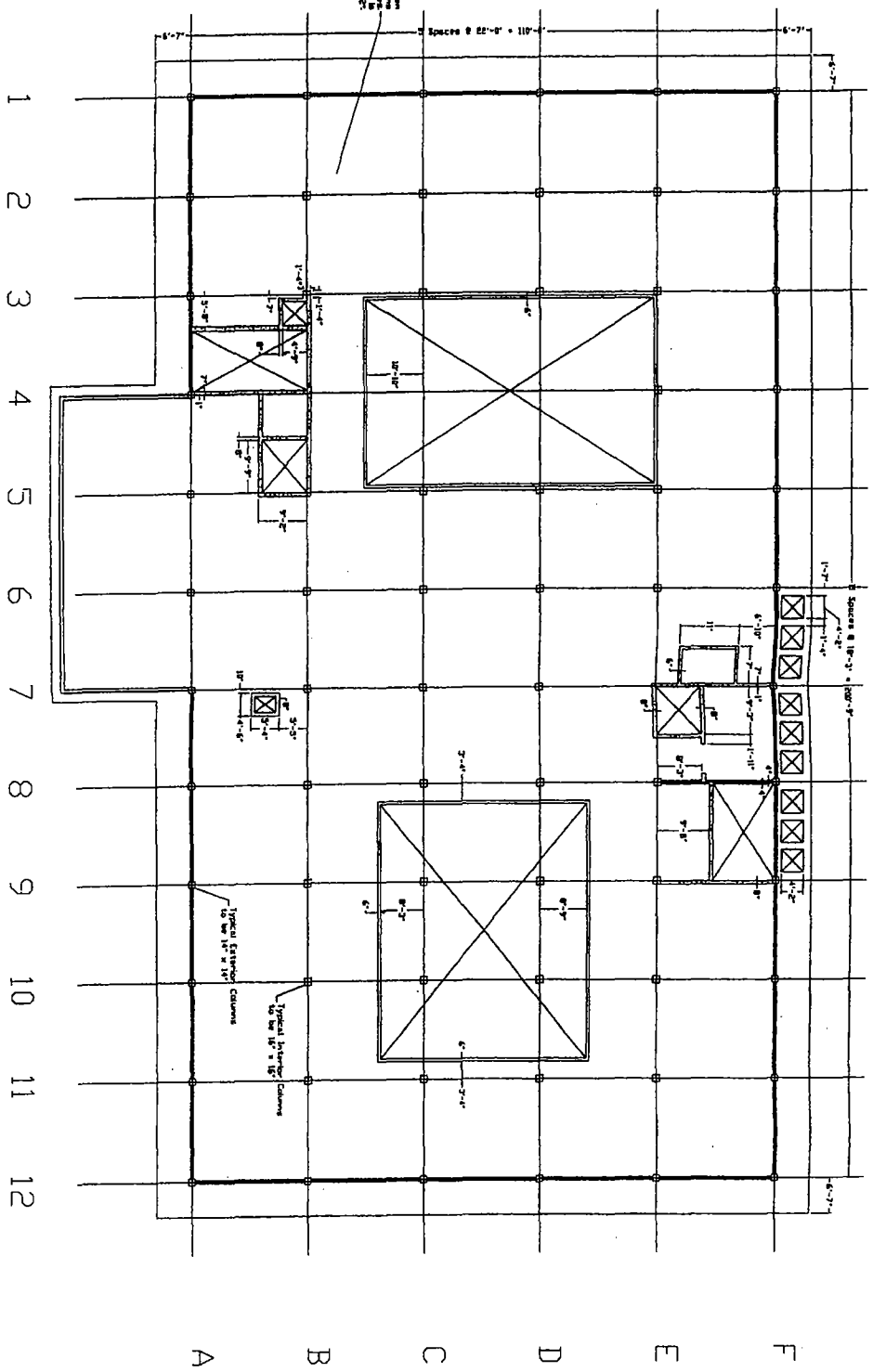
UPPER STACK FLOOR PLAN  
 1" = 20'-0"

S.2



FIRST FLOOR FRAMING PLAN  
 1" = 20'-0"

S.3



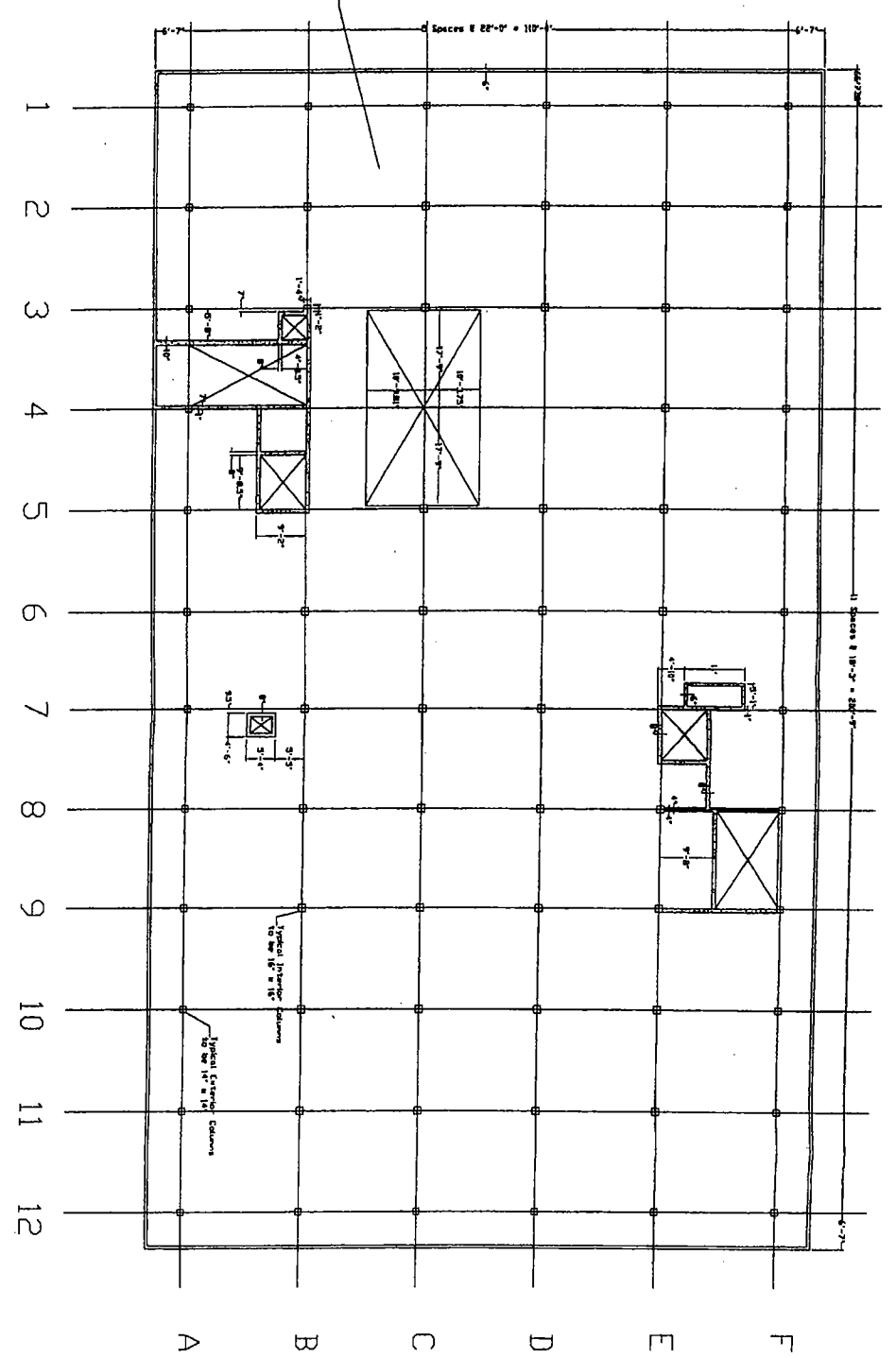
Temporary concrete wall system  
will be used to support the  
slab until the concrete has  
set. The walls will be  
removed after the concrete  
has cured.

SECOND FLOOR FRAMING PLAN

1" = 20'-0"

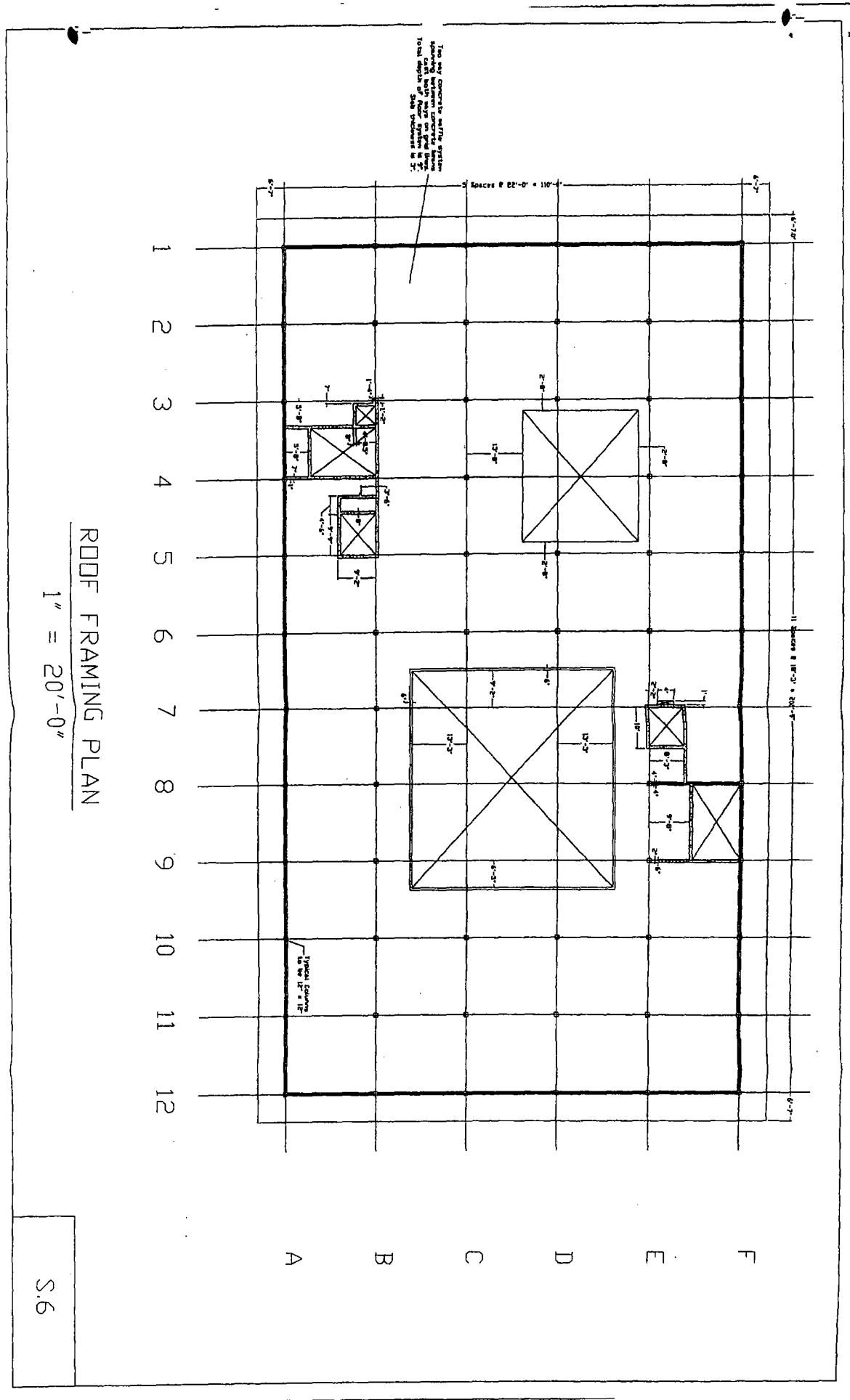
S.4

Typical concrete walls system  
 consisting of concrete beams  
 and 12" deep walls of floor system  
 12'-11 1/2" S&B Spacing 12'-11 1/2"



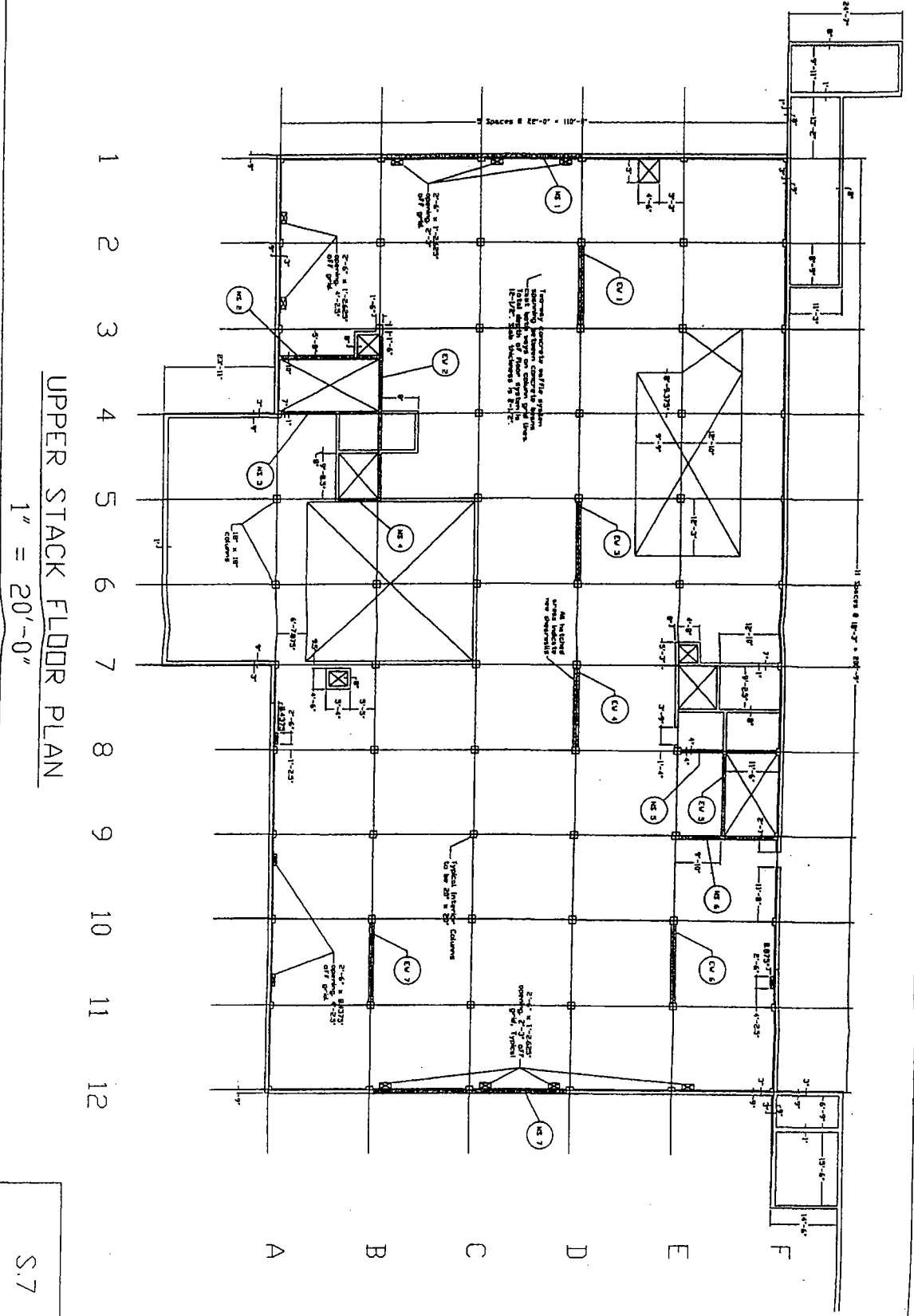
THIRD FLOOR FRAMING PLAN  
 1" = 20'-0"

S.5



ROOF FRAMING PLAN  
 1" = 20'-0"

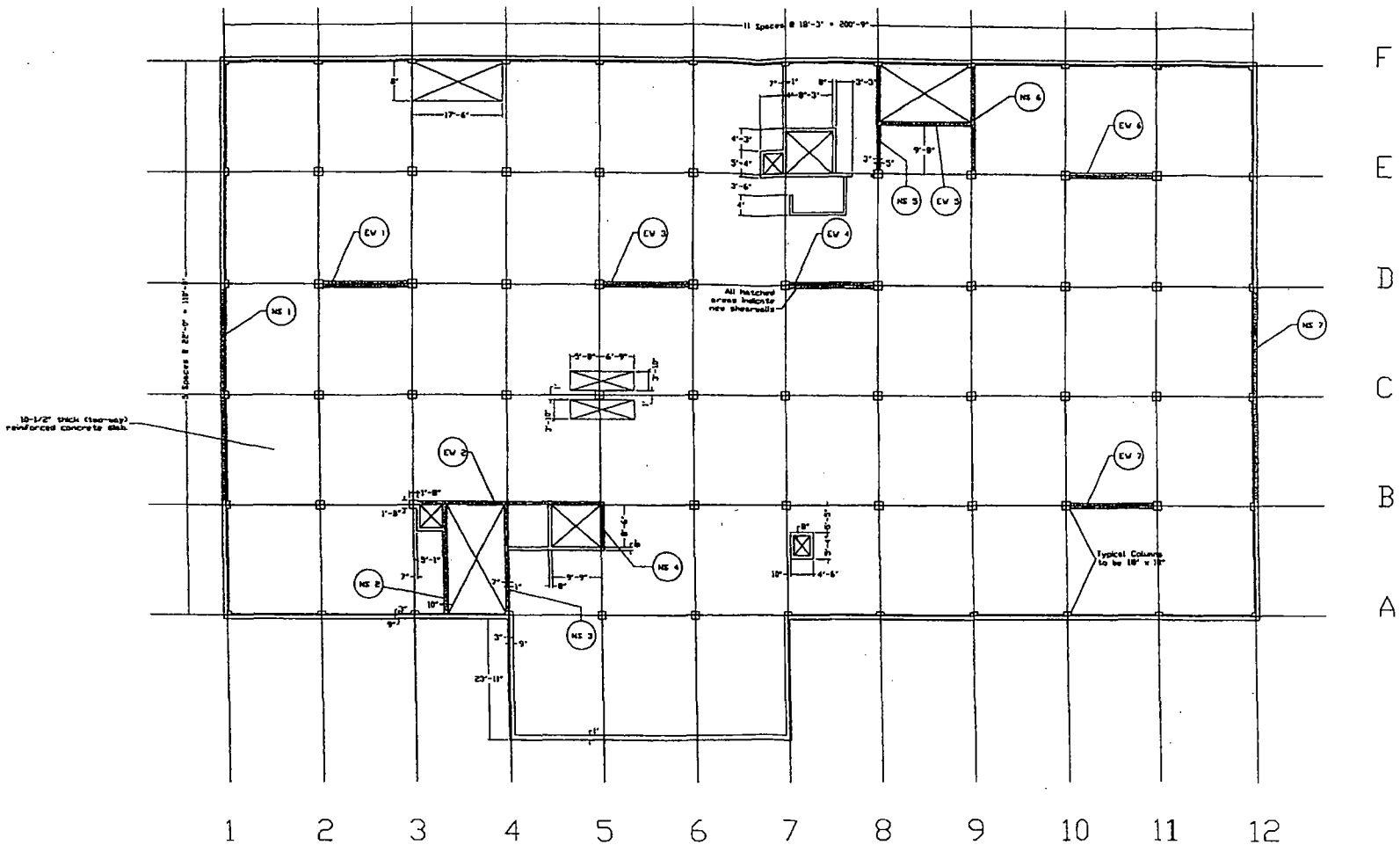
S.6



UPPER STACK FLOOR PLAN

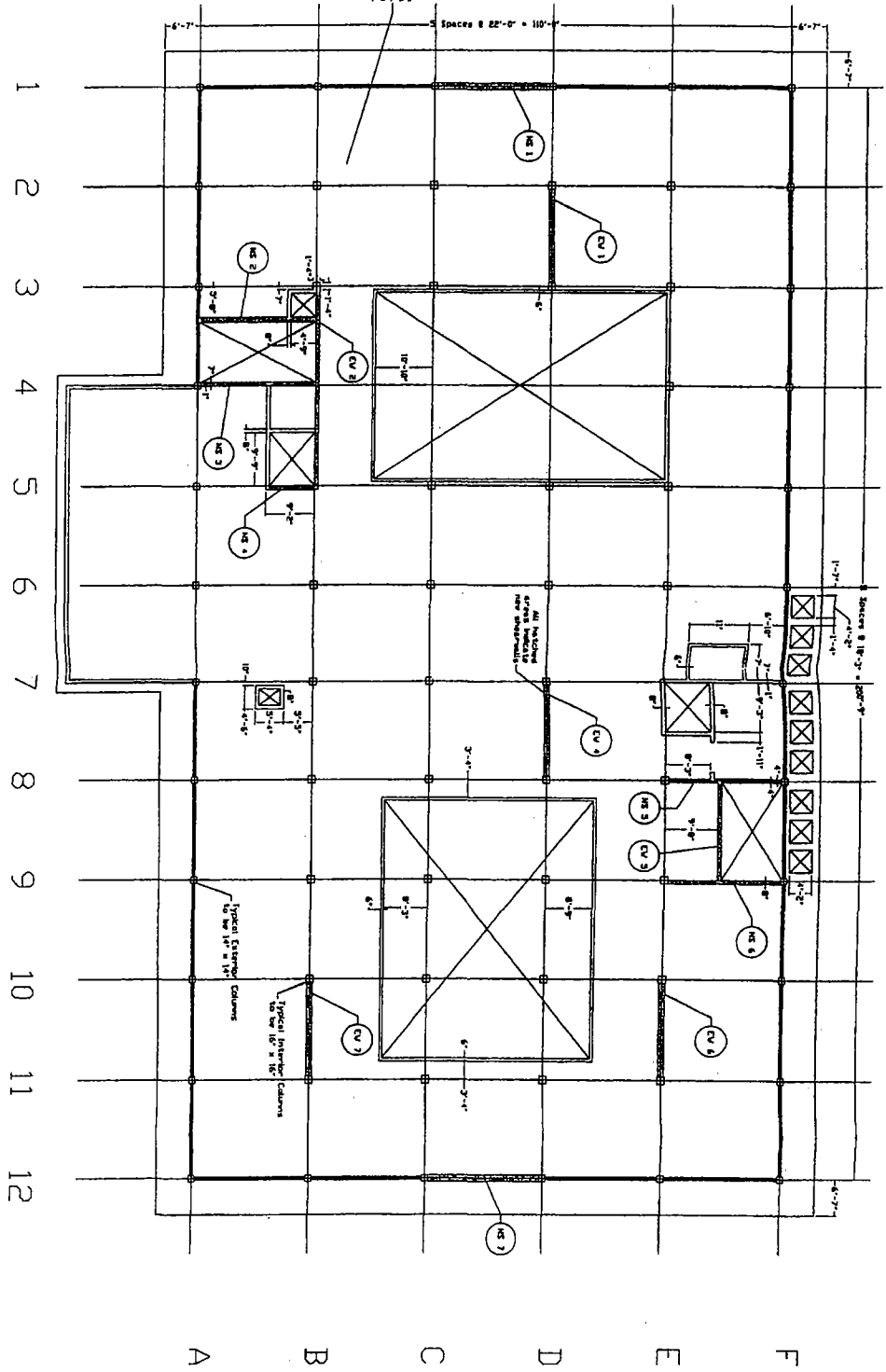
1" = 20'-0"

S.7



FIRST FLOOR FRAMING PLAN  
 1" = 20'-0"

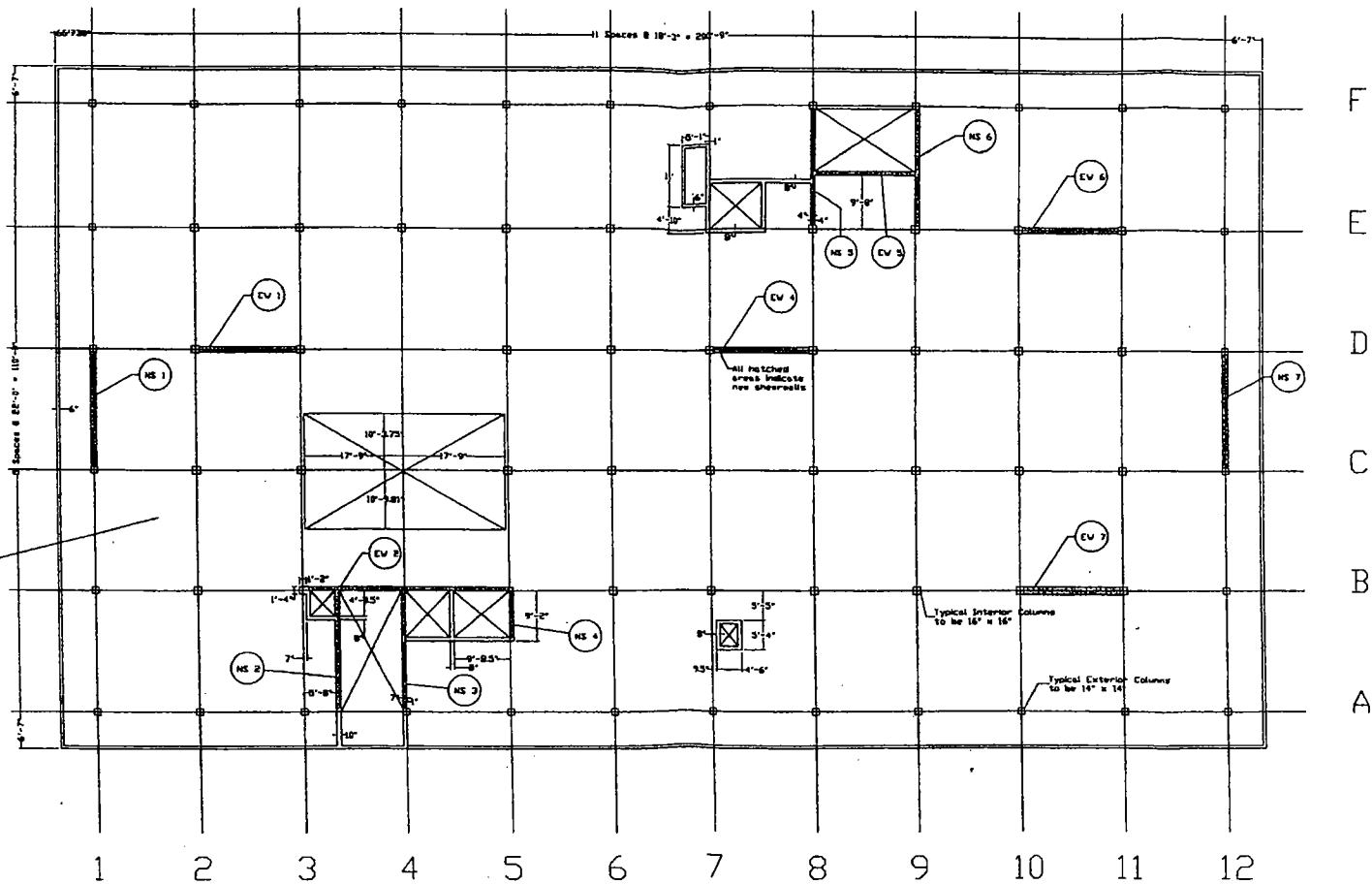
Temporary concrete wall system cast walls are on column grid lines. Total length of the floor system is 22'-0". See Schedule B 5/1/72.



SECOND FLOOR FRAMING PLAN  
1" = 20'-0"

S.9

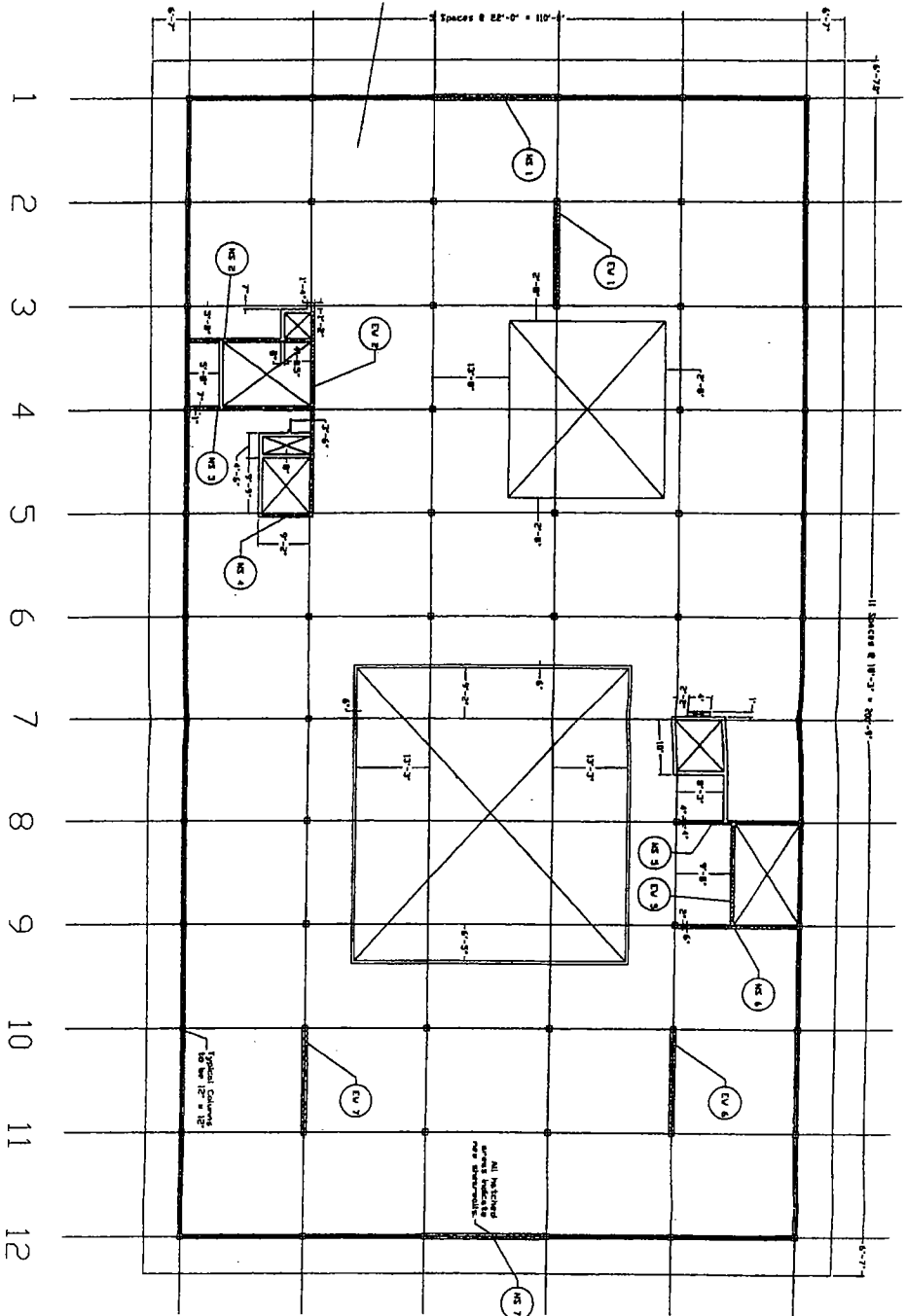




THIRD FLOOR FRAMING PLAN

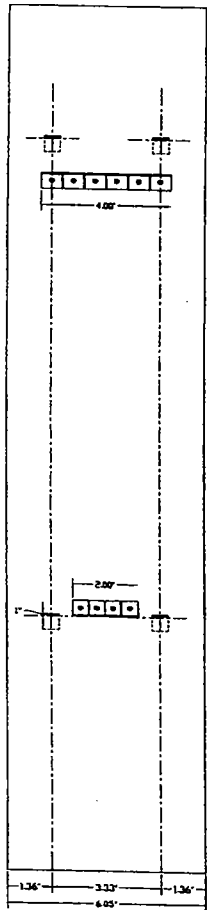
1" = 20'-0"

S.10

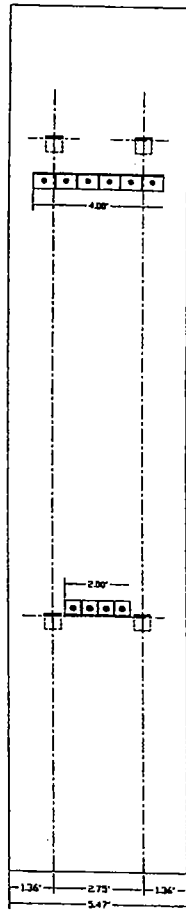


ROOF FRAMING PLAN  
 1" = 20'-0"

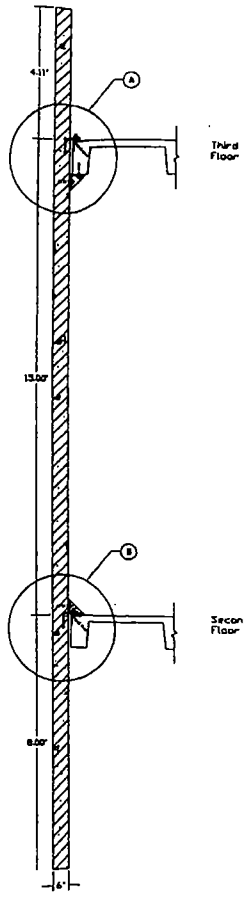
S.11



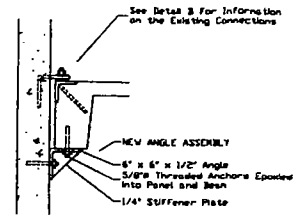
Typical North-South Panel Elevation



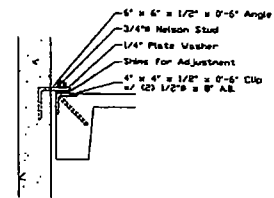
Typical East-West Panel Elevation



Elevation Through Panel



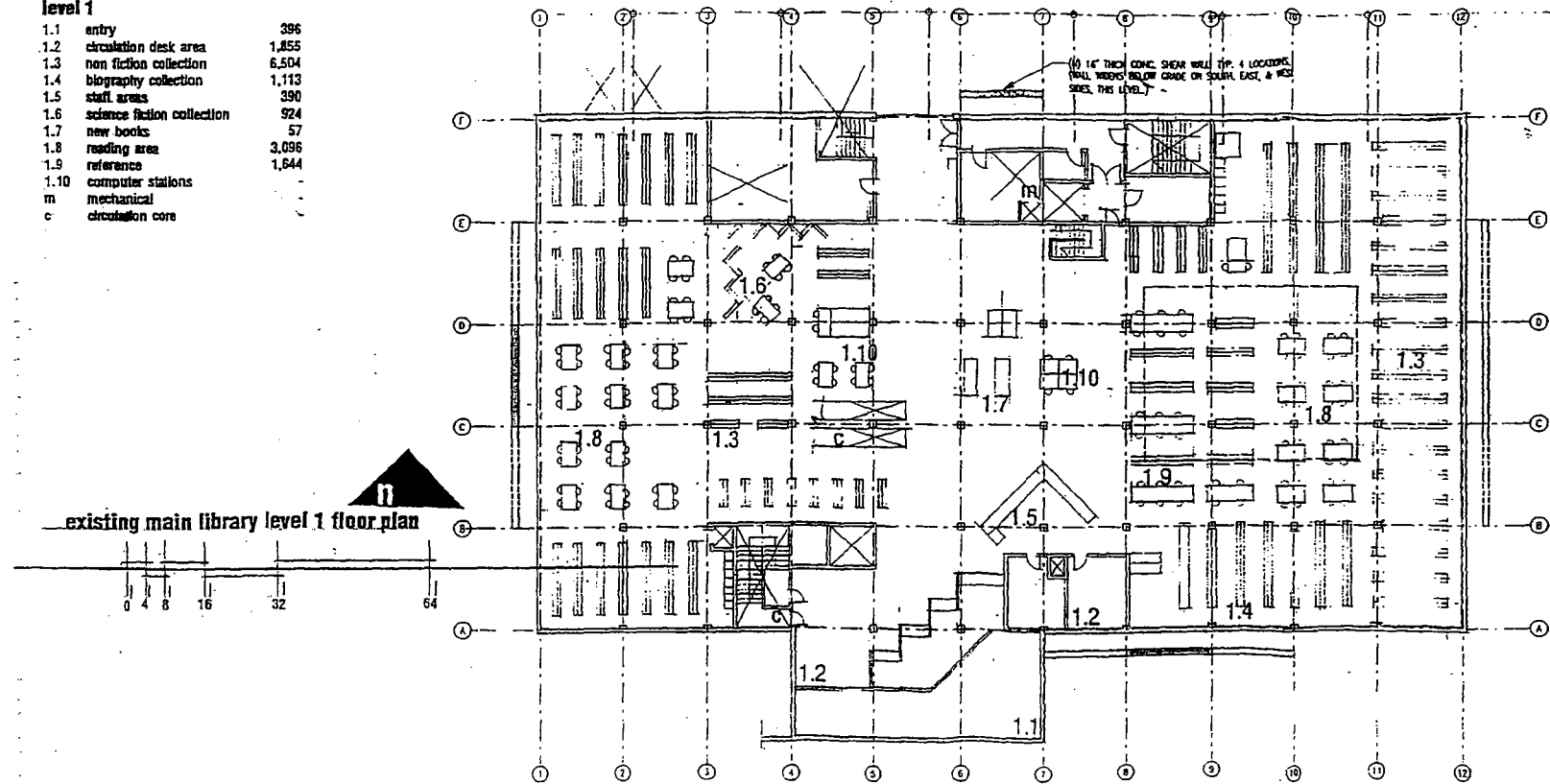
Detail A - New Connection



Detail B - Existing Connection

# Existing Main Library Floor Plan

level 1		
1.1	entry	396
1.2	circulation desk area	1,855
1.3	non fiction collection	6,504
1.4	biography collection	1,113
1.5	staff areas	390
1.6	science fiction collection	924
1.7	new books	57
1.8	reading area	3,096
1.9	reference	1,644
1.10	computer stations	
m	mechanical	
c	circulation core	

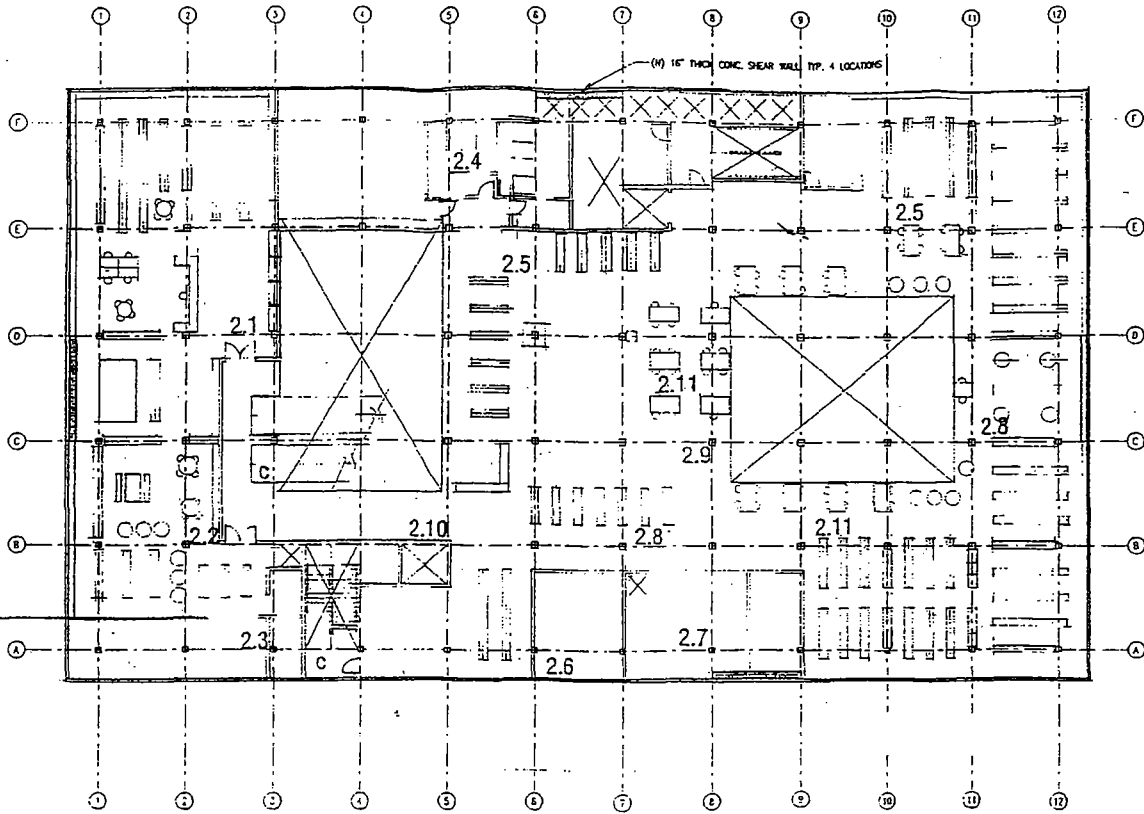


existing main library level 1 floor plan

**level 2**

2.1	children's section	4,167
2.2	children's story telling	1,044
2.3	staff - children's area	480
2.4	restrooms	654
2.5	foreign language	1,344
2.6	staff areas	400
2.7	meeting rooms	968
2.8	fiction collection	5,808
2.9	reference collection	1,064
2.10	new books	50
2.11	reading area	1,368
m	mechanical	
c	circulation core	

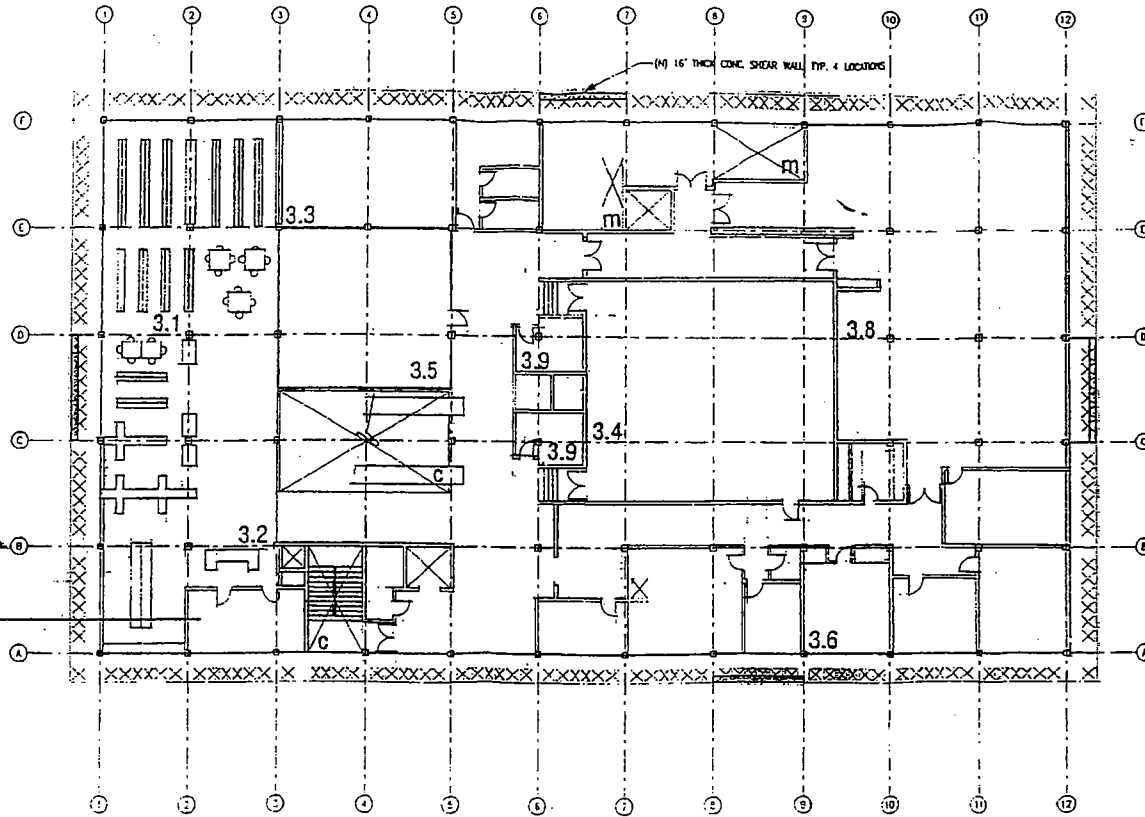
**existing main library level 2 floor plan**



**level 3**

3.1	fine arts collection	2,878
3.2	audio visual collection	816
3.3	staff lounge	1,188
3.4	auditorium	2,346
3.5	courtyard	1,188
3.6	administration	3,169
3.7	computer main frame	480
3.8	technical services	3,649
3.9	restrooms	438
3.10	computer terminals	
m	mechanical	
c	circulation core	

existing main library level 3 floor plan.



## **Statement of Work**

### **PDM-C Utah 2007 Leonardo at Library Square**

Salt Lake City replaced its Main Library branch building with a state of the art structure and released a Request for Proposals for reuse of the old structure. The site of the new building was adjacent to its predecessor and located on the same city block. Several older municipal buildings were razed to clear the block for the new library. The new design incorporated a public plaza and green space to accommodate community festivals, events, and celebrations. The public plaza also opens a view and pedestrian corridor to City Hall which occupies the city block directly west of the project site and the Wasatch Mountain range to the east. (Figure 1) The library system continued to operate in the old building until the new complex was completed in 2003. The city wanted to re-use the older structure as a community gathering place to complement the new library and surrounding plaza.

Salt Lake City's Redevelopment Agency (RDA) and the Salt Lake City Library System released the RFP conducted community meetings and surveys in 2000 to evaluate the needs and preferences of city residents for re-use of the building. It was determined that a facility that encompassed learning in the sciences, arts, and culture for both children and adults in the downtown area would serve the needs of a growing urban population. Two non-profit organizations and the city's arts education program responded to the RFP and created the Library Square Foundation for Arts, Culture, and Science dba The Leonardo. The Leonardo partners are the Utah Science Center, the Center for Documentary Arts, and YouthCity Arts, Salt Lake City's arts education program.

The Leonardo was charged with raising \$25 million to renovate the building and develop exhibits and programming. In November 2003, the citizens of Salt Lake City contributed to the capital fund by approving a \$10 million general obligation bond to pay for building construction. When the Salt Lake City Council approved the placement of the bond on the ballot, The Leonardo agreed to raise \$10 million from private sources to match the municipal bond. Salt Lake City retains ownership of the building and property and will lease the building to The Leonardo partners.

The structure was built in 1964 and has received no significant structural changes since its completion. Local design practices at that time did not require seismic consideration. The primary deficit in the building is the lack of a lateral loading system. The structure was designed as a gravity frame and not as a lateral load-resisting frame and is not capable of withstanding the forces required by current seismic design standards. Partial or total collapse of the structure is probable if a major earthquake occurs in Salt Lake City. The walls are discontinuous in many locations, meaning a wall may exist at a certain location on one level but the same wall does not exist in the level above or below, leaving incomplete load paths. This limits the ability of the discontinuous walls to effectively transfer lateral loads from upper levels down through a continuous path to the footings. The walls are also without jamb steel that would be required to resist the large overturning moment induced by the lateral forces of an earthquake. The existing walls are also deficient in how they are located throughout the building. If the lateral resistive system is not symmetrical within the building, the lateral forces can produce a twisting effect. This twisting can produce an added force on some of the critical elements of the structure.

Inadequate splice lengths and insufficient confinement reinforcing are common problems encountered throughout the structure. The lack of stirrups as well as poorly spaced stirrups is found in both beams and columns. The beams leading into these columns, however, are inadequate and negate the advantage gained by the spiral-reinforced columns. The columns above the second floor are tied columns. The ties are deficient. Another deficiency in the structure is the exterior concrete panels around the perimeter of the building. The panels are attached to the exterior beams on the second and third levels by four embeds that are bolted to four angles that were cast into the concrete panels. Each angle is bolted to an embed steel anchor plate with a ¾" Nelson stud. The panels could fail during a seismic event.

Several options were considered for the seismic upgrade of the building; the addition of interior shear walls, Place additional concrete containing ductile moment frame reinforcing around all sides of the columns and at sides and bottom of all frame locations, Add exterior shear walls, add seismic base

isolation, or install “X” bracing between selected columns with or without energy dissipation devices. After meetings with elected and city officials, including the mayor and project manager as well as representatives of the Leonardo partners, it was decided to add interior concrete shear walls to the structure.

The proposed locations of the new concrete shear walls are shown on Methodology Figures 1, 2 and 3. Micro-piles are proposed for the new concrete shear walls to resist overturning and sliding seismic forces as shown on Methodology Figure 4 and 5. The shear walls are located directly under existing reinforced concrete beams in order to take advantage of the reinforced concrete beam to drag the seismic forces to the shear walls. The locations of the shear walls under the existing reinforced concrete beams were adjusted by the Architect to minimize the impact to the floor plan of the building.

The other reason for locating the shear walls inside the building rather than at the exterior wall is to eliminate the need for altering the appearance of the exterior facade and compromise the historic façade of the building.

Present plans also call for strengthening the anchorage of the existing exterior pre-cast concrete panels to the floor structures. The existing connections do not have sufficient capacity to resist seismic force. There is a significant risk that the pre-cast panels will fall from the structure during an earthquake and endanger people around the building. The primary reasons for retaining the existing concrete panels are economic and historic. Studies have found that the cost to remove the panels and replace them with a new curtain wall or other type of cladding will exceed upgrade of existing panels. There is also a desire to maintain the historic façade of the building with as few alterations as possible. Present plans call for the pre-cast concrete panels to be anchored working from the exterior face of the panels. The interior finishes will not need to be disturbed which will result in less cost to strengthen the anchorage of the panels to the structure.

Architectural Programming has been on-going since the formations of The Leonardo Foundation. The Leonardo partners have formed committees of community members, architects, planners, educators, and funders to identify key elements that define the concept of the structure of The Leonardo. The Leonardo has contracted with EwingCole, an architectural and engineering firm out of Philadelphia, PA., to design the renovation of the building and with Gyro Scope, a museum planning and design firm located in Oakland, CA. to design exhibitions and for The Leonardo. The building Programming is scheduled to be completed by April 2007. At that time, Salt Lake City Corporation will begin the process to perform the seismic retrofit of the building. Milestones for the seismic portion of the project are highlighted in yellow in Table 1. The completion of Programming is significant because it marks the beginning of the seismic project. Asbestos abatement will begin approximately 120 days into the project. Asbestos abatement will occur during the pre-construction phase to ensure complete and proper removal prior to the construction bid process. Following completion of the design, construction documents, and appropriate approvals from Salt Lake City Planning Dept., the bid advertisement will occur approximately 360 days after the award of the grant. Salt Lake City Corporation anticipates it will take three months to award the bid to qualified contractor and work will begin immediately upon award.

Construction will begin with the interior and site demolition to gain access to the existing columns below grade; this includes removal of the floor structure above grade. Micropiles and caps will be installed prior to pouring the concrete shear walls to tie the structure together. Holes will be cut in the roof at the existing columns to facilitate concrete. The demolished floor structure will be re-installed and tied into the existing floor structure. The roof diaphragm will be upgraded to meet seismic building standards. The exterior panel will be removed and then re-installed and anchored to the building by tying them to the new floor structure. The slab on grade will be replaced and the floor at the interior shear walls will be repaired to complete the seismic retrofit.

Work Schedule

Table 1

	<b>Calendar days from</b>	
--	---------------------------	--



TASK	Award		Responsible Party
	Start	Complete	
Programming Completed		1	The Leonardo Foundation
Schematic Designs	2	90	EwingCole
Design Development	90	180	EwingCole
Asbestos Abatement	120	160	TBD
Manage Construction Document production	180	330	Gaylord V. Smith, Project Manager
Planning Approvals	330	360	Salt Lake City Corp Planning Dept. & Planning Commission
Advertise Bid	360	420	Salt Lake City Corp Contracts Office
Negotiate Contract	420	450	Gaylord V. Smith, Project Manager & SLC Contract Office
Interior Demolition	450	465	Contractor
Remove interior slabs and floor structure	513	528	Contractor
Site Demolition	520	525	Contractor
Reinforce exterior Pre-cast panels	527	617	Contractor
Install Micropiles	600	640	Contractor
Install pile cap	612	627	Contractor
Pour concrete shear walls	633	683	Contractor
Install floor structure	703	743	Contractor
Tie into existing floor structure	703	723	Contractor
Remove building exterior	703	708	Contractor
Roof demolition	703	718	Contractor
Replace removed slab on grade	703	713	Contractor
Roof diaphragm upgrade	724	744	Contractor
Replace floor structure at interior shear wall	731	746	Contractor

Earthquake hazards along the Wasatch Front and therefore within Salt Lake City are extreme because of three main reasons. (1) The Wasatch front is part of the Intermountain Seismic Belt (ISB). (2) The Wasatch fault appears to be the most frequent source of large earthquakes. (3) Local geologic conditions in Salt Lake Valley such as deep valley sediments will amplify ground shaking, and areas of very shallow ground water are subject to liquefaction. The Intermountain Seismic Belt (ISB) is a zone of pronounced earthquake activity up to 120 miles wide, that extends from north to south for 800 miles from Montana to N. Arizona. The Wasatch Fault, a fault segment within the Intermountain Seismic Belt (ISB,) is roughly 200 miles long & broken down into ten segments that act independently and rupture separately during earthquakes. The Salt Lake City Segment of the Wasatch Fault is again broken down into three smaller segments known from north to south as Warms Springs Fault, Virginia Street Fault, and the East Bench Fault. At the ground surface, the Salt Lake City segment consists of steep, west-dipping en echelon and sub-parallel branch faults that form a zone of deformation as much as 1650 feet wide. Scarps, a few to as much as tens of feet high, are common, as are graben, horsts, and other structural and geomorphic features related to surface faulting. The largest magnitude earthquake that is expected on the Wasatch Fault is a

7.5 magnitude event. Recent geologic studies indicate that large earthquakes (magnitude 6.5-7.5) have occurred on the central segments of the Wasatch fault about once every 350 years. The chance of a large earthquake on the Wasatch fault during the next 100 years is about 1 in 4 or 25 percent.

**RESOLUTION NO. 24 OF 2006**

**A RESOLUTION** AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$15,600,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF SALT LAKE CITY, UTAH, IN ONE OR MORE SERIES, FOR PURPOSES OF THE LEONARDO AT LIBRARY SQUARE AND OPEN SPACE, PARK AND RECREATIONAL LANDS, AS DESCRIBED HEREIN; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE THAT THE BONDS MAY BEAR AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE ADVERTISEMENT FOR SALE OF THE BONDS AND THE CIRCULATION OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AND PROVIDING FOR RELATED MATTERS.

\*\*\*            \*\*\*            \*\*\*

WHEREAS, at the special bond election duly and lawfully called and held in Salt Lake City, Utah (the "City"), on November 4, 2003 (the "*Special Bond Election*"), the issuance of bonds was authorized as follows:

(1) \$10,200,000 principal amount of general obligation bonds (the "*Proposition No. 1 Bonds*") was authorized for the purpose of paying the costs of acquiring, improving and renovating facilities for Hogle Zoo located at approximately 2600 East Sunnyside Avenue;

(2) \$10,200,000 principal amount of general obligation bonds (the "*Proposition No. 2 Bonds*") was authorized for the purpose of paying the costs of renovating, improving and preserving the old main library building and providing related facilities located at approximately 5th South Street and 2nd East Street to establish a science, culture and art education center currently known as The Leonardo at Library Square (the "*Leonardo Project*");

(3) \$5,400,000 principal amount of general obligation bonds (the "*Proposition No. 4 Bonds*") was authorized for the purpose of paying the costs of acquiring and preserving open space, park and recreational lands and amenities (the "*Open Space Project*");

(4) \$15,300,000 principal amount of general obligation bonds (the "*Proposition No. 5 Bonds*") was authorized for the purpose of paying the costs of acquiring, constructing, furnishing and equipping a multi-purpose regional sports, recreation and education complex and related roads, parking and improvements;

(5) \$1,100,000 principal amount of general obligation bonds (the "Proposition No. 6 Bonds") was authorized for the purpose of paying the costs of improving and renovating Tracy Aviary located at approximately 589 East Street and 1300 South Street; and

WHEREAS, the result of the Special Bond Election was declared by the City Council of the City (the "Council"), sitting as a Board of Canvassers, on November 10, 2003; and

WHEREAS, the City has heretofore authorized and issued \$11,300,000 of the bonds voted at the Special Bond Election, consisting of the Proposition No. 1 Bonds and the Proposition No. 6 Bonds; and

WHEREAS, the City has not heretofore issued any of the Proposition No. 2 Bonds, the Proposition No. 4 Bonds or the Proposition No. 5 Bonds voted at the Special Bond Election; and

WHEREAS, the Council has determined to authorize the issuance and sale at this time of up to an additional \$15,600,000 principal amount of the bonds voted at the Special Bond Election, in one or more series, consisting of (1) up to \$10,200,000 of authorized Proposition No. 2 Bonds to finance the Leonardo Project, and (2) up to \$5,400,000 of authorized Proposition No. 4 Bonds to finance the Open Space Project (collectively, the "Bonds"); and

WHEREAS, the City has determined that the Proposition No. 2 Bonds and the Proposition No. 4 Bonds may be issued and sold in a single series or in multiple series and, if sold in more than one series, each such series may be sold separately or combined with one or more other series of Bonds; and

WHEREAS, pursuant to the applicable provisions of Title 10 of the Utah Code Annotated 1953, as amended (the "Utah Code"), the Local Government Bonding Act, Chapter 14 of Title 11 of the Utah Code and the authorization of the Special Bond Election, the City has the

authority to issue the Proposition No. 2 Bonds and the Proposition No. 4 Bonds for the purpose of paying all or a part of the costs of the Leonardo Project and the Open Space Project, respectively; and

WHEREAS, Section 11-14-316 of the Utah Code provides for the publication of a Notice of Bonds to be Issued, and the City desires to cause the publication of such a Notice at this time in compliance with said Section with respect to such general obligation bonds;

NOW, THEREFORE, Be It Resolved by the City Council of Salt Lake City, Salt Lake County, Utah, as follows:

*Section 1.* The Council hereby finds and determines that it is in the best interests of the residents of the City for the City to issue the Bonds as its general obligation bonds, in one or more series, in an aggregate principal amount not to exceed \$15,600,000, consisting of up to \$10,200,000 of authorized Proposition No. 2 Bonds, up to \$5,400,000 of authorized Proposition No. 4 Bonds, or a combination thereof, to bear interest at a rate or rates of not to exceed eight percent (8.00%) per annum, to mature over a period not to exceed twenty (20) years from the date or dates of their issuance, and to be sold at a discount from par, expressed as a percentage of principal amount, of not to exceed two percent (2.00%), pursuant to a resolution to be adopted by the Council authorizing and confirming the issuance and sale of the Bonds (the substantially final form of which is attached hereto as *Exhibit 1* and is herein referred to as the "*Final Bond Resolution*"). The amount to be paid to the City by the purchaser of the Bonds shall not exceed one hundred two percent (102%) of the principal amount thereof. Therefore, the City hereby declares its intention to issue the Bonds according to the provisions of this Resolution and the

Final Bond Resolution. The Proposition No. 2 Bonds are to be issued for the purpose of paying all or a part of the costs of the Leonardo Project. The Proposition No. 4 Bonds are to be issued for the purpose of paying all or a part of the costs of the Open Space Project. The Bonds may be issued and sold in a single series or in multiple series. If the Bonds are sold in more than one series, each series may be sold separately or may be combined with one or more other series of the Bonds.

*Section 2.* Bids for the purchase of the Bonds shall be received electronically as determined by the City Treasurer of the City (the "*City Treasurer*"), in consultation with Wells Fargo Brokerage Services, LLC, the Financial Advisor (the "*Financial Advisor*") to the City.

*Section 3.* The City Recorder of the City (the "*City Recorder*") shall cause a notice of sale to be disseminated electronically by the Financial Advisor not less than seven (7) days prior to the date of said sale.

*Section 4.* The City Recorder shall cause a notice of sale in substantially the form attached hereto as *Exhibit 2* to be published one time in *The Bond Buyer*, a financial newspaper published in The City of New York, New York, said publication to be made not less than seven (7) days prior to the date of said sale.

*Section 5.* The sale shall be held in accordance with the terms set out in the Official Notice of Bond Sale, in substantially the form attached hereto as *Exhibit 3*.

*Section 6.* The Mayor of the City (the "*Mayor*"), the City Recorder and the staff of the City are hereby authorized and directed to prepare or cause to be prepared a Preliminary Official Statement for distribution to prospective purchasers of the Bonds. The Preliminary

Official Statement shall include descriptions of the City, the Final Bond Resolution, the Bonds, the security and source of payment of the Bonds and such other information as shall be deemed necessary or advisable by the Mayor, the City Recorder and staff, and the City Attorney. Concurrently with its distribution to prospective purchasers, the Preliminary Official Statement shall be "deemed final" by the Mayor, the City Recorder or the City Treasurer for purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission. Following the sale of the Bonds, the Mayor, the City Recorder and the staff of the City shall prepare or caused to be prepared a final Official Statement, with such changes as shall be necessary to conform to the final terms and provisions of the Bonds. The final Official Statement shall be executed on behalf of the City by the Mayor or, in the absence or disability of the Mayor, the Deputy Mayor.

*Section 7.* The Council hereby authorizes and approves the issuance and sale of the Bonds, pursuant to the provisions of this Resolution and the Final Bond Resolution, with such changes to the Final Bond Resolution as shall be approved by the Council upon the adoption thereof, *provided* that the principal amount, interest rates, maturity and discount, if any, of and for the Bonds shall not exceed the respective maximums set forth in Section 1 hereof.

*Section 8.* Reference is hereby made to Section 17 of Resolution No. 39 of 2003 (the "*Special Bond Election Resolution*"), adopted by the City on September 9, 2003, calling the Special Bond Election, which provides that:

"The City covenants that any bonds authorized pursuant to City Proposition Number 2 (The Leonardo at Library Square) shall only be issued if money or pledges satisfactory to the City have been received for the facilities described in City Proposition Number 2 in an aggregate amount at least equal to the principal amount of such bonds to be issued."

The City hereby finds and determines that this requirement has been satisfied and that money or pledges satisfactory to the City have been received for the facilities described in City Proposition Number 2, as such proposition is set forth in the Special Bond Election Resolution, in an aggregate amount at least equal to the principal amount of the Bonds.

*Section 9.* In accordance with the provisions of Section 11-14-316 of the Utah Code, the City Recorder shall cause a "Notice of Bonds to be Issued," in substantially the form attached hereto as *Exhibit 4*, to be published one time in *The Salt Lake Tribune* and the *Deseret Morning News*, newspapers of general circulation in the City, and shall cause a copy of this Resolution (together with all exhibits hereto) and of the Final Bond Resolution to be kept on file in the office of the City Recorder for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of publication thereof.

For a period of thirty (30) days from and after publication of the Notice of Bonds to be Issued, any person in interest shall have the right to contest the legality of this Resolution (including the Final Bond Resolution attached hereto) or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution (including the Final Bond Resolution) or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

*Section 10.* It is hereby declared that all parts of this Resolution are severable, and if any section, paragraph, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause



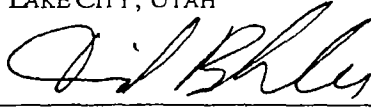
or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Resolution.

*Section 11.* All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

*Section 12.* This Resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this 18th day of April, 2006.

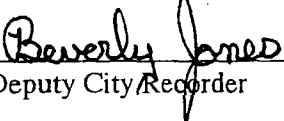
SALT LAKE CITY, UTAH

By   
Chair, City Council




[SEAL]

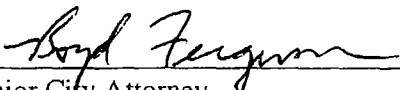
ATTEST:

By   
Deputy City Recorder

The foregoing ordinance was presented to the Mayor for his approval or disapproval on the 20 day of ~~May~~, 2006.

  
Mayor

APPROVED AS TO FORM:

  
Senior City Attorney

**EXHIBIT 1**

[ATTACH FORM OF FINAL BOND RESOLUTION]


## INTEROFFICE MEMORANDUM

February 8, 2006

**TO:** Sarah Behrens  
Grants Writer - Accounting

**FROM:** John P. Spencer, RPA®, SR/WA  
Property Management

**RE:** VALUATION OF FORMER MAIN LIBRARY



In response to your request dated February 3, 2006, Property Management is submitting the following:

1. The former library building is approximately 116,000 square footage in total area.
2. After consulting the City's Engineering Design Group for advice, we calculate the replacement cost of the building would be \$33,060,000 or \$285 per square foot. This is based on the specialized use of the facility, and complying with current building practices and standards which would apply if the structure would have to be rebuilt.

*Building  
Replacement  
Estimate*

**EARTHQUAKE**

**Full Data Module**

**Version 6.0.0  
November 22, 2004**

**Report of Benefit-Cost Analysis**

**Building Name: PDM-C Utah 2007 Leonardo at Library Square  
Address: 209 East 500 South  
Salt Lake City, UT 84111**

**Project Description:**

**Project Number:  
Application Date:**

**Scenario Run ID:  
Analyst:**

**FEMA Disclaimer:**  
The results produced by this analysis are neither conclusive evidence that the proposed project is cost-effective, nor a guarantee that a project is eligible for any government grant for whatever purpose.

SUMMARY		Scenario Run ID:							
Project Description: Salt Lake City Corporation is remodelling the former main library of the City Library System. The building will then									
Default Building SDF Before Mitigation:	Low - Code	User-Entered SDF?	No						
Default Building SDF After Mitigation:	Moderate - Code	User-Entered SDF?	No						
Building Type:	Concrete Shear Walls	Analyst:							
Data Used For This Analysis:									
Building Replacement Value (\$/sf)	\$285.00								
Total Floor Area (square feet):	\$116,000.00								
Total Building Replacement Value:	\$33,060,000.00								
Demolition Threshold Damage Percentage:	50.00								
Total Contents Value	\$10,909,800.00								
Total Displacement Costs (\$/month):	\$0.00								
One Time Displacement Costs (\$)	\$0.00								
Cost of Providing Services from this Building (\$/day)	\$2,328.77								
Post-Disaster Continuity Premium (\$/day)	\$1.00								
Total Value of Lost Services (\$/day)	\$4,657.53								
Total Monthly Rent from All Tenants (\$/month)	\$0.00								
Estimated Net Income of Commercial Businesses (\$/month)	\$0.00								
Total Mitigation Project Costs	\$1,367,104.61								
Discount Rate	7.00								
Project Useful Life (years)	50.00								
Average Occupancy (24 hours, 7 days per week)	162.57								
Value of Avoiding a Minor Injury	\$1,862.00								
Value of Avoiding a Serious Injury	\$18,627.00								
Statistical Value of Life	\$3,235,882.00								
Data That Vary By Seismic Intensity:									
PGA (% of g)	Building SDF (%)	Modified SDF (%)	Contents SDF (%)	Displacement Time (days)	Functional Downtime (days)	Building Mit. Eff. (%)	Contents Mit. Eff. (%)	Annual Number of Earthquakes	
4-8	0.32	0.32	0.32	0.00	0.00	73.33	73.33	5.22E-02	
8-16	2.93	2.93	2.93	0.00	3.00	65.12	65.12	5.02E-02	
16-32	13.90	13.90	13.90	61.00	14.00	54.00	54.00	2.47E-02	
32-55	35.12	35.12	35.12	231.00	30.00	40.91	40.91	2.97E-03	
55-80	56.41	56.41	56.41	365.00	30.00	28.99	28.99	4.03E-04	
80-100	70.25	70.25	70.25	365.00	30.00	20.89	20.89	1.54E-04	
>100	81.96	81.96	81.96	365.00	30.00	13.48	13.48	1.68E-04	
Before Mitigation							After Mitigation		Soil Type Selected:
PGA (% of g)	Minor Injury Rate (per 1000)	Major Injury Rate (per 1000)	Death Rate (per 1000)	Minor Injury Rate (per 1000)	Major Injury Rate (per 1000)	Death Rate (per 1000)	Class E: Soft soil: V(30) < 180 m/sec		
4-8	9.60E-01	2.60E-01	1.00E-01	1.30E-01	2.00E-02	1.00E-02			
8-16	1.11E+01	5.29E+00	2.42E+00	2.20E+00	6.30E-01	2.60E-01			
16-32	6.65E+01	4.82E+01	2.34E+01	1.97E+01	1.03E+01	4.78E+00			
32-55	1.81E+02	1.59E+02	7.89E+01	7.95E+01	5.89E+01	2.87E+01			
55-80	2.81E+02	2.66E+02	1.32E+02	1.65E+02	1.42E+02	7.01E+01			
80-100	3.33E+02	3.23E+02	1.61E+02	2.31E+02	2.12E+02	1.05E+02			
>100	3.67E+02	3.62E+02	1.81E+02	2.93E+02	2.79E+02	1.39E+02			
SUMMARY OF BENEFITS AND COSTS WITHOUT CASUALTIES AVOIDED									
Project Benefits without Casualties							\$5,440,010		
Project Costs							\$1,367,105		
Project Benefits Minus Project Costs							\$4,072,906		
BENEFIT-COST RATIO WITHOUT CASUALTIES AVOIDED							3.98		
SUMMARY OF BENEFITS AND COSTS WITH CASUALTIES AVOIDED									
Total Casualties Avoided							\$5,605,526		
Project Benefits with Casualties							\$11,045,536		
Project Benefits Minus Project Costs							\$9,678,431		
BENEFIT-COST RATIO WITH CASUALTIES AVOIDED							8.08		

FEMA Disclaimer: The results produced by this analysis are neither conclusive evidence that the proposed project is cost-effective, nor a guarantee that a project is eligible for any government grant for whatever purpose.

Building Name: PDM-C Utah 2007 Leonardo at Library Square Earthquake Full Data Module  
Analyst Name: BCA Leonardo 2007  
Project Number:  
Scenario Run ID:

Monday, January 29, 2007 10:50 AM

2 of 23

## LEVEL ONE DATA

### PROJECT INFORMATION

<b>Building Name</b>	PDM-C Utah 2007 Leonardo at Library Square	
<b>Address</b>	209 East 500 South	
<b>City, State, Zip</b>	Salt Lake City, UT 84111	
<b>Owner</b>	Salt Lake City Corporation	
<b>Contact Person</b>	Gaylord V. Smith	
<b>Disaster Number</b>		
<b>Project Number</b>		
<b>Application Date</b>		
<b>Discount Rate</b>	7.00	%
<b>Scenario Run ID</b>		
<b>Analyst</b>		

#### FEMA DISCLAIMER

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## **LEVEL ONE DATA**

### **Building Type**

**Building Type Code**  
**Type Description**

C2L

Concrete Shear Walls

Building Type Code and Type Description must be entered using the Wizard.

#### **FEMA DISCLAIMER**

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## ***LEVEL ONE DATA***

### **Building Seismic Design Level**

**Before-Mitigation**

Low - Code

**After-Mitigation**

Moderate - Code

Before \ After Mitigation must be entered using the Wizard.

#### **FEMA DISCLAIMER**

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## **LEVEL ONE DATA**

### **Building Data**

**Stories Above Grade**  
**Construction Date**  
**Historic Building Controls (Yes/No)**  
**Total Floor Area (sf)**  
**Area Occupied by Owner or Public/Nonprofit (sf)**  
**Building Replacement Value (\$/sf)**  
**Total Building Replacement Value(\$)**  
**Building Damages that would result in demolition (% of total value)**  
**Building Damages that would result in demolition (\$)**

3
1964
No
116,000
116,000
\$285.00
\$33,060,000.00
50
\$16,530,000.00

#### **FEMA DISCLAIMER**

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## LEVEL ONE DATA

### Building Contents

#### Contents Description

The building is currently vacant. Due to that fact we choose a content value (33%) lower than the default value. This conservative approach reflects the current contents of the building which are planned to be removed and/or replaced during the renovation. The contents include HVAC equipment and misc. items such as bookshelves and tables. Salt Lake City will not allow the building to be occupied until the seismic upgrad has been completed. Fot that reason there

<b>Total Value of Contents(\$)</b>	\$10,909,800.00
<b>Contents Value per Square Foot (\$/sf)</b>	\$94.05

### Displacement Cost Due to Earthquake Damage

<b>Rental Costs of Temporary Building Space (\$/sf/Month)</b>	
<b>Rental Costs of Temporary Building Space (\$/Month)</b>	\$0.00
<b>Other Costs of Displacement (\$/Month)</b>	\$0.00
<b>Total Monthly Displacement Costs (\$/Month)</b>	\$0.00
<b>One Time Displacement Costs (\$)</b>	\$0.00

#### FEMA DISCLAIMER

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**LEVEL ONE DATA**

**Building Occupancy**

	Day	Weekdays Evening	Night	Day	Weekends Evening	Night
Occupants	315	175	2	375	100	2
Days / Week	5	5	5	2	2	2
Hours / Day	8	8	8	8	8	8
Months / Year	12	12	12	12	12	12
Average Occupancy (24 hours, 7 days / week)						162.57

**Value of Avoiding Casualties**

Value of Avoiding a Minor Injury (\$)	\$1,862.00
Value of Avoiding a Major Injury (\$)	\$18,627.00
Statistical Value of Life (\$)	\$3,235,882.00

FEMA DISCLAIMER

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## LEVEL ONE DATA

### Value of Public / Nonprofit Services

#### Description of Services Provided

Arts, science, and cultural education for all ages through public access to classes, exhibits, lectures and presentations

#### Annual Budget of Public / Nonprofit Agencies (\$)

\$850,000.00

#### Is rent included in this budget ?

Yes

#### Costs of providing services from this building (\$/day)

\$2,328.77

#### Post-disaster continuity premium (Multiplier)

1

#### Total value of lost services (\$/day)

\$4,657.53

### Rent and Business Income

#### Total monthly income from all tenants (\$/month)

\$0.00

#### Estimated Net income of Commercial Businesses (\$/month)

\$0.00

#### FEMA DISCLAIMER

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## LEVEL ONE DATA

### Mitigation Project Data

#### Project Description

Salt Lake City Corporation is remodelling the former main library of the City Library System. The building will then be leased to two non-profit agencies and house art, culture, and science education programs for the public. The building will also house Salt Lake City's youth art program, YouthCity Arts. A seismic retrofit of the building must be performed as part of the renovation prior to the building being occupied.

#### Project Useful Life (years)

50

#### Mitigation Project Costs (\$ - excluding relocation costs)

\$1,367,104.61

#### Base Year of Costs

2007

#### Annual Maintenance Costs (\$/year)

\$0.00

#### Present Value of Annual Maintenance Costs (\$)

\$0.00

#### Relocation Costs for Mitigation Project

#### Relocation Time Due to Project (months)

0

#### Rental Costs during Occupant Relocation (\$/sf/month)

\$0.00

#### Rental Costs during Occupant Relocation (\$/month)

\$0.00

#### Other Relocation Costs (\$/month)

#### Total Relocation Costs

\$0.00

#### Total Mitigation Project Costs

\$1,367,104.61

#### FEMA DISCLAIMER

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## Level One Data

### Seismic Hazard Wizard

#### Data Source

The user performed a hazard data look up with the provided USGS hazard data set. The user provided zipcode (84111). The geographic center for that zipcode has coordinates (lon \ lat) -111.88 \ 40.76. Data was found for those coordinates.

Identifying data for coordinates returned include:  
 Post Office Name: SALT LAKE CITY

#### Site Soil Type

Class E: Soft soil: V(30) < 180 m/sec

#### Seismic Hazard Curve

PGA (%g)	4 - 8	8 - 16	16 - 32	32 - 55	55 - 80	80 - 100	> 100
Annual Probability	0.052188683	0.050191256	0.024655021	0.002968427	0.000402614	0.000153746	0.000168396

#### Documentation and Notes

Site Specific Geoseismic analysis was performed for new construction on the same city block for the new Salt Lake City Library. Investigation issued by AGRA Earth & Environmental on August 2, 2000 under direction of William Gordon, P.E. State of Utah

All data except Documentation and Notes must be entered using the Wizard.

#### FEMA DISCLAIMER

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## Level Two Data

### Building Seismic Damage Function Wizard

**Data Source**

Utilizing Level One Data

### Building Seismic Damage Function

PGA (% g)	Before-Mitigation Seismic Design Level			After-Mitigation Seismic Design Level			Mitigation Effectiveness (%)
	Std. SDF (%)	User SDF (%)	Damage (\$)	Std. SDF (%)	User SDF (%)	Damage (\$)	
4 - 8	1.20	1.20	\$396,720.00	0.32	0.32	\$105,792.00	73.33
8 - 16	8.40	8.40	\$2,777,040.00	2.93	2.93	\$968,658.00	65.12
16 - 32	30.22	30.22	\$9,990,732.00	13.90	13.90	\$4,595,340.00	54.00
32 - 55	59.43	59.43	\$33,060,000.00	35.12	35.12	\$11,610,672.00	40.91
55 - 80	79.44	79.44	\$33,060,000.00	56.41	56.41	\$33,060,000.00	28.99
80 - 100	88.80	88.80	\$33,060,000.00	70.25	70.25	\$33,060,000.00	20.89
> 100	94.73	94.73	\$33,060,000.00	81.96	81.96	\$33,060,000.00	13.48

**Documentation and Notes**

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## Level Two Data

### Contents Seismic Damage Function Wizard

#### Data Source

Utilizing Level One Data

#### Contents Seismic Damage Function

PGA (% g)	Before-Mitigation Seismic Design Level			After-Mitigation Seismic Design Level			Mitigation Effectiveness (%)
	Low - Code			Moderate - Code			
	Std. SDF (%)	User SDF (%)	Damage (\$)	Std. SDF (%)	User SDF (%)	Damage (\$)	
4 - 8	1.20	1.20	\$130,917.60	0.32	0.32	\$34,911.36	73.33
8 - 16	8.4	8.40	\$916,423.20	2.93	2.93	\$319,657.14	65.12
16 - 32	30.22	30.22	\$3,296,941.56	13.90	13.90	\$1,516,462.20	54.00
32 - 55	59.43	59.43	\$6,483,694.14	35.12	35.12	\$3,831,521.76	40.91
55 - 80	79.44	79.44	\$8,666,745.12	56.41	56.41	\$6,154,218.18	28.99
80 - 100	88.8	88.80	\$9,687,902.40	70.25	70.25	\$7,664,134.50	20.89
> 100	94.73	94.73	\$10,334,853.54	81.96	81.96	\$8,941,672.08	13.48

#### Documentation and Notes

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## Level Two Data

### Displacement Seismic Damage Function Wizard

**Data Source**

Utilizing Level One Data

### Displacement Seismic Damage Function

PGA (% g)	Before-Mitigation Seismic Design Level			After-Mitigation Seismic Design Level			Mitigation Effectiveness (%)
	Low - Code			Moderate - Code			
	Std. SDF (days)	User SDF (days)	Damage (\$)	Std. SDF (days)	User SDF (days)	Damage (\$)	
4 - 8	0	0	\$0.00	0	0	\$0.00	0.00
8 - 16	0	0	\$0.00	0	0	\$0.00	0.00
16 - 32	192	192	\$0.00	61	61	\$0.00	0.00
32 - 55	365	365	\$0.00	231	231	\$0.00	0.00
55 - 80	365	365	\$0.00	365	365	\$0.00	0.00
80 - 100	365	365	\$0.00	365	365	\$0.00	0.00
> 100	365	365	\$0.00	365	365	\$0.00	0.00

**Documentation and Notes**

All data except Documentation and Notes must be entered using the Wizard.

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## Level Two Data

### Loss of Function Seismic Damage Function Wizard

**Data Source**

Utilizing Level One Data

### Displacement Seismic Damage Function

PGA (% g)	Before-Mitigation Seismic Design Level			After-Mitigation Seismic Design Level			Mitigation Effectiveness (%)
	Low - Code			Moderate - Code			
	Std. SDF (days)	User SDF (days)	Damage (\$)	Std. SDF (days)	User SDF (days)	Damage (\$)	
4 - 8	1	1	\$4,657.53	0	0	\$0.00	100.00
8 - 16	8	8	\$37,260.27	3	3	\$13,972.60	62.50
16 - 32	30	30	\$139,726.03	14	14	\$65,205.48	53.33
32 - 55	30	30	\$139,726.03	30	30	\$139,726.03	0.00
55 - 80	30	30	\$139,726.03	30	30	\$139,726.03	0.00
80 - 100	30	30	\$139,726.03	30	30	\$139,726.03	0.00
> 100	30	30	\$139,726.03	30	30	\$139,726.03	0.00

**Documentation and Notes**

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## Level Two Data

### Minor Injury Seismic Casualty Function Wizard

**Data Source**

Utilizing Level One Data

### Minor Injury Seismic Casualty Function

PGA (% g)	Before-Mitigation Seismic Design Level			After-Mitigation Seismic Design Level			Mitigation Effectiveness (%)
	Low - Code			Moderate - Code			
	Std. SDF (#)	User SDF (#)	Damage (\$)	Std. SDF (#)	User SDF (#)	Damage (\$)	
4 - 8	1	1	\$290.60	0	0	\$39.35	86.46
8 - 16	11	11	\$3,366.11	2	2	\$665.96	80.22
16 - 32	66	66	\$20,114.95	20	20	\$5,957.29	70.38
32 - 55	181	181	\$54,841.61	80	80	\$24,074.37	56.10
55 - 80	281	281	\$84,997.38	165	165	\$49,922.60	41.27
80 - 100	333	333	\$100,704.90	231	231	\$70,025.44	30.46
> 100	367	367	\$111,227.03	293	293	\$88,814.53	20.15

**Documentation and Notes**

SDF (#): Number of casualties per 1,000 people.  
 All data except Documentation and Notes must be entered using the Wizard.

**FEMA DISCLAIMER**

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## Level Two Data

### Major Injury Seismic Casualty Function Wizard

Data Source

Utilizing Level One Data

### Major Injury Seismic Casualty Function

PGA (% g)	Before-Mitigation Seismic Design Level			After-Mitigation Seismic Design Level			Mitigation Effectiveness (%)
	Low - Code			Moderate - Code			
	Std. SDF (#)	User SDF (#)	Damage (\$)	Std. SDF (#)	User SDF (#)	Damage (\$)	
4 - 8	0	0	\$787.34	0	0	\$60.56	92.31
8 - 16	5	5	\$16,019.27	1	1	\$1,907.78	88.09
16 - 32	48	48	\$145,990.39	10	10	\$31,130.08	78.68
32 - 55	159	159	\$482,728.23	59	59	\$178,452.89	63.03
55 - 80	266	266	\$804,355.27	142	142	\$429,643.57	46.59
80 - 100	323	323	\$978,689.78	212	212	\$640,468.11	34.56
> 100	362	362	\$1,097,698.74	279	279	\$845,266.49	23.00

Documentation and Notes

SDF (#): Number of casualties per 1,000 people.  
 All data except Documentation and Notes must be entered using the Wizard.

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## Level Two Data

### Death Rate Seismic Casualty Function Wizard

Data Source

Utilizing Level One Data

### Death Rate Seismic Casualty Function

PGA (% g)	Before-Mitigation Seismic Design Level			After-Mitigation Seismic Design Level			Mitigation Effectiveness (%)
	Low - Code			Moderate - Code			
	Std. SDF (#)	User SDF (#)	Damage (\$)	Std. SDF (#)	User SDF (#)	Damage (\$)	
4 - 8	0	0	\$52,606.20	0	0	\$5,260.62	90.00
8 - 16	2	2	\$1,273,069.94	0	0	\$136,776.11	89.26
16 - 32	23	23	\$12,309,849.85	5	5	\$2,514,576.17	79.57
32 - 55	79	79	\$41,490,506.74	29	29	\$15,082,196.38	63.65
55 - 80	132	132	\$69,561,172.90	70	70	\$36,855,900.88	47.02
80 - 100	161	161	\$84,816,969.72	105	105	\$55,231,245.12	34.88
> 100	181	181	\$95,248,778.37	139	139	\$73,133,133.60	23.22

### Documentation and Notes

SDF (#): Number of casualties per 1,000 people.  
 All data except Documentation and Notes must be entered using the Wizard.

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## SUMMARY OF DAMAGES BEFORE-MITIGATION

Building Type:

Selected Default Building SDF Before-Mitigation:

User-Entered Building SDF Before-Mitigation:

Concrete Shear Walls
Low - Code
No

### SCENARIO DAMAGES BEFORE-MITIGATION (\$ per event)

PGA (% g)	Building Damages	Contents Damages	Displacement Costs	Business Losses	Rental Losses	Public/ Nonprofit	Total
4 - 8	\$396,720	\$130,918	\$0	\$0	\$0	\$4,658	\$532,295
8 - 16	\$2,777,040	\$916,423	\$0	\$0	\$0	\$37,260	\$3,730,723
16 - 32	\$9,990,732	\$3,296,942	\$0	\$0	\$0	\$139,726	\$13,427,400
32 - 55	\$33,060,000	\$6,483,694	\$0	\$0	\$0	\$139,726	\$39,683,420
55 - 80	\$33,060,000	\$8,666,745	\$0	\$0	\$0	\$139,726	\$41,866,471
80 - 100	\$33,060,000	\$9,687,902	\$0	\$0	\$0	\$139,726	\$42,887,628
> 100	\$33,060,000	\$10,334,854	\$0	\$0	\$0	\$139,726	\$43,534,580

### EXPECTED ANNUAL DAMAGES BEFORE-MITIGATION (\$ per year)

PGA (% g)	Building Damages	Contents Damages	Displacement Costs	Business Losses	Rental Losses	Public/ Nonprofit	Total
4 - 8	\$20,704	\$6,832	\$0	\$0	\$0	\$243	\$27,780
8 - 16	\$139,383	\$45,996	\$0	\$0	\$0	\$1,870	\$187,250
16 - 32	\$246,322	\$81,286	\$0	\$0	\$0	\$3,445	\$331,053
32 - 55	\$98,136	\$19,246	\$0	\$0	\$0	\$415	\$117,797
55 - 80	\$13,310	\$3,489	\$0	\$0	\$0	\$56	\$16,856
80 - 100	\$5,083	\$1,489	\$0	\$0	\$0	\$21	\$6,594
> 100	\$5,567	\$1,740	\$0	\$0	\$0	\$24	\$7,331
Total	\$528,506	\$160,081	\$0	\$0	\$0	\$6,074	\$694,661

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## SUMMARY OF DAMAGES AFTER-MITIGATION

Building Type:

Selected Default Building SDF After-Mitigation:

User-Entered Building SDF After-Mitigation:

Concrete Shear Walls
Moderate - Code
No

### SCENARIO DAMAGES AFTER-MITIGATION (\$ per event)

PGA (% g)	Building Damages	Contents Damages	Displacement Costs	Business Losses	Rental Losses	Public/ Nonprofit	Total
4 - 8	\$105,792	\$34,911	\$0	\$0	\$0	\$0	\$140,703
8 - 16	\$968,658	\$319,657	\$0	\$0	\$0	\$13,973	\$1,302,288
16 - 32	\$4,595,340	\$1,516,462	\$0	\$0	\$0	\$65,205	\$6,177,008
32 - 55	\$11,610,672	\$3,831,522	\$0	\$0	\$0	\$139,726	\$15,581,920
55 - 80	\$33,060,000	\$6,154,218	\$0	\$0	\$0	\$139,726	\$39,353,944
80 - 100	\$33,060,000	\$7,664,135	\$0	\$0	\$0	\$139,726	\$40,863,861
> 100	\$33,060,000	\$8,941,672	\$0	\$0	\$0	\$139,726	\$42,141,398

### EXPECTED ANNUAL DAMAGES AFTER-MITIGATION (\$ per year)

PGA (% g)	Building Damages	Contents Damages	Displacement Costs	Business Losses	Rental Losses	Public/ Nonprofit	Total
4 - 8	\$5,521	\$1,822	\$0	\$0	\$0	\$0	\$7,343
8 - 16	\$48,618	\$16,044	\$0	\$0	\$0	\$701	\$65,363
16 - 32	\$113,298	\$37,388	\$0	\$0	\$0	\$1,608	\$152,294
32 - 55	\$34,465	\$11,374	\$0	\$0	\$0	\$415	\$46,254
55 - 80	\$13,310	\$2,478	\$0	\$0	\$0	\$56	\$15,844
80 - 100	\$5,083	\$1,178	\$0	\$0	\$0	\$21	\$6,283
> 100	\$5,567	\$1,506	\$0	\$0	\$0	\$24	\$7,096
Total	\$225,863	\$71,790	\$0	\$0	\$0	\$2,825	\$300,478

#### FEMA DISCLAIMER

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## SUMMARY OF BENEFITS FROM MITIGATION

Building Type:

Selected Default Building SDF Before-Mitigation:

User-Entered Building SDF Before-Mitigation:

Selected Default Building SDF After-Mitigation:

User-Entered Building SDF After-Mitigation:

Concrete Shear Walls
Low - Code
No
Moderate - Code
No

## SUMMARY OF BENEFITS FROM MITIGATION

PGA (% g)	Building Damages	Contents Damages	Displacement Costs	Business Losses	Rental Losses	Public/ Nonprofit	Total
4 - 8	\$15,183	\$5,010	\$0	\$0	\$0	\$243	\$20,437
8 - 16	\$90,765	\$29,952	\$0	\$0	\$0	\$1,169	\$121,886
16 - 32	\$133,024	\$43,898	\$0	\$0	\$0	\$1,837	\$178,759
32 - 55	\$63,671	\$7,873	\$0	\$0	\$0	\$0	\$71,544
55 - 80	\$0	\$1,012	\$0	\$0	\$0	\$0	\$1,012
80 - 100	\$0	\$311	\$0	\$0	\$0	\$0	\$311
> 100	\$0	\$235	\$0	\$0	\$0	\$0	\$235
Total	\$302,642	\$88,291	\$0	\$0	\$0	\$3,249	\$394,182

### FEMA DISCLAIMER

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## CASUALTIES

Building Type:

Building SDF Before-Mitigation \ User Entered:

Building SDF After-Mitigation \ User Entered:

Concrete Shear Walls	
Low - Code	No
Moderate - Code	No

CASUALTIES BEFORE-MITIGATION (number)							
PGA (%g)	Building SDF (%)	SCENARIO			EXPECTED ANNUAL		
		Minor	Major	Deaths	Minor	Major	Deaths
4 - 8	1.20	1.56E-01	4.23E-02	1.63E-02	8.15E-03	2.21E-03	8.48E-04
8 - 16	8.40	1.81E+00	8.60E-01	3.93E-01	9.07E-02	4.32E-02	1.97E-02
16 - 32	30.22	1.08E+01	7.84E+00	3.80E+00	2.66E-01	1.93E-01	9.38E-02
32 - 55	59.43	2.95E+01	2.59E+01	1.28E+01	8.74E-02	7.69E-02	3.81E-02
55 - 80	79.44	4.56E+01	4.32E+01	2.15E+01	1.84E-02	1.74E-02	8.65E-03
80 - 100	88.80	5.41E+01	5.25E+01	2.62E+01	8.32E-03	8.08E-03	4.03E-03
> 100	94.73	5.97E+01	5.89E+01	2.94E+01	1.01E-02	9.92E-03	4.96E-03
Totals:					4.89E-01	3.51E-01	1.70E-01
CASUALTIES AFTER-MITIGATION (number)							
4 - 8	0.32	2.11E-02	3.25E-03	1.63E-03	1.10E-03	1.70E-04	8.48E-05
8 - 16	2.93	3.58E-01	1.02E-01	4.23E-02	1.80E-02	5.14E-03	2.12E-03
16 - 32	13.90	3.20E+00	1.67E+00	7.77E-01	7.89E-02	4.12E-02	1.92E-02
32 - 55	35.12	1.29E+01	9.58E+00	4.66E+00	3.84E-02	2.84E-02	1.38E-02
55 - 80	56.41	2.68E+01	2.31E+01	1.14E+01	1.08E-02	9.29E-03	4.59E-03
80 - 100	70.25	3.76E+01	3.44E+01	1.71E+01	5.78E-03	5.29E-03	2.62E-03
> 100	81.96	4.77E+01	4.54E+01	2.26E+01	8.03E-03	7.64E-03	3.81E-03
Totals:					1.61E-01	9.72E-02	4.62E-02

### FEMA DISCLAIMER

The results produced by use of the Benefit-Cost Analysis Program are neither conclusive evidence that a proposed project is cost-effective, nor a guarantee that a project is eligible for any government grant for whatever purpose.

## CASUALTIES

Building Type:

Building SDF Before-Mitigation \ User Entered:

Building SDF After-Mitigation \ User Entered:

Concrete Shear Walls	
Low - Code	No
Moderate - Code	No

CASUALTIES AVOIDED FROM MITIGATION (number)							
PGA (%g)	Building SDF (%)	SCENARIO			EXPECTED ANNUAL		
		Minor	Major	Deaths	Minor	Major	Deaths
4 - 8	0.32	1.35E-01	3.90E-02	1.46E-02	7.04E-03	2.04E-03	7.64E-04
8 - 16	2.93	1.45E+00	7.58E-01	3.51E-01	7.28E-02	3.80E-02	1.76E-02
16 - 32	13.90	7.60E+00	6.17E+00	3.03E+00	1.87E-01	1.52E-01	7.46E-02
32 - 55	35.12	1.65E+01	1.63E+01	8.16E+00	4.90E-02	4.85E-02	2.42E-02
55 - 80	56.41	1.88E+01	2.01E+01	1.01E+01	7.58E-03	8.10E-03	4.07E-03
80 - 100	70.25	1.65E+01	1.82E+01	9.14E+00	2.53E-03	2.79E-03	1.41E-03
> 100	81.96	1.20E+01	1.36E+01	6.83E+00	2.03E-03	2.28E-03	1.15E-03
Totals:					3.28E-01	2.54E-01	1.24E-01

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## BENEFIT-COST RESULTS

Building Name:	PDM-C Utah 2007 Leonardo at Library Square		
Building Type:	Concrete Shear Walls		
Building SDF Before-Mitigation \ User Entered:	Low - Code		No
Building SDF After-Mitigation \ User Entered:	Moderate - Code		No
Project Description:			

### REFERENCE INFORMATION FROM LEVEL ONE DATA

Discount Rate (%)	7.00
Project Useful Life (years)	50

### SUMMARY OF EXPECTED ANNUAL DAMAGES AND BENEFITS WITHOUT CASUALTIES AVOIDED

	Expected Annual Damages Before-Mitigation	Expected Annual Damages After-Mitigation	Expected Annual Benefits	Present Value of Annual Benefits
Building Damages	\$528,506	\$225,863	\$302,642	\$4,176,691
Contents Damages	\$160,081	\$71,790	\$88,291	\$1,218,478
Displacement Costs	\$0	\$0	\$0	\$0
Business Income Lost	\$0	\$0	\$0	\$0
Rental Income Lost	\$0	\$0	\$0	\$0
Services Lost	\$6,074	\$2,825	\$3,249	\$44,842
<b>Total Losses &amp; Benefits</b>	<b>\$694,661</b>	<b>\$300,478</b>	<b>\$394,182</b>	<b>\$5,440,010</b>

### SUMMARY OF BENEFITS AND COSTS WITHOUT CASUALTIES AVOIDED

PROJECT BENEFITS	\$5,440,010
PROJECT COSTS	\$1,367,105
BENEFITS MINUS COSTS	\$4,072,906
BENEFIT-COST RATIO WITHOUT CASUALTIES AVOIDED	3.98

### SUMMARY OF BENEFITS AND COSTS WITH CASUALTIES AVOIDED

	Expected Annual Casualties Before Mitigation	Expected Annual Casualties After Mitigation	Value of Expected Annual Avoided Casualties	Present Value of Annual Avoided Casualties
Minor Injuries	4.89E-01	1.61E-01	\$612	\$8,441
Major Injuries	3.51E-01	9.72E-02	\$4,727	\$65,232
Deaths	1.70E-01	4.62E-02	\$400,837	\$5,531,853
<b>Total Casualties Avoided</b>			<b>\$406,176</b>	<b>\$5,605,526</b>
PROJECT BENEFITS WITHOUT CASUALTIES AVOIDED				\$5,440,010
PROJECT BENEFITS WITH CASUALTIES AVOIDED				\$11,045,536
PROJECT COSTS				\$1,367,105
BENEFITS MINUS COSTS				\$9,678,431
BENEFIT-COST RATIO WITH CASUALTIES AVOIDED				8.08

FEMA Disclaimer: The results produced by this analysis are neither conclusive evidence that the proposed project is cost-effective, nor a guarantee that a project is eligible for any government grant for whatever purpose.

#### FEMA DISCLAIMER

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## Data Documentation Template

### Earthquake Data Analysis Methodology: Structural Retrofits of Buildings

This data documentation template is designed to assist Benefit-Cost (BC) analysts in recording the data and methodologies utilized in their Benefit-Cost Analysis (BCA). BC analysts should keep in mind that a well-documented BCA means that a knowledgeable BC analyst should be able to re-create the BCA from the supporting documentation provided (with a Mitigation application submitted for funding) without any additional explanation. BC analysts should provide an electronic or paper copy of the full BCA to compliment any template or summary submitted to FEMA for review.

This data documentation guidance and the Earthquake Full Data Module are intended for BCA of structural seismic mitigation projects for buildings. For non-structural seismic mitigation projects do not use the Full Data Module. Rather, use the Non-Structural Module and see the non-structural data documentation template.

Data Type	Value	Description	Documentation	Source
<b>Discount Rate</b>	<b>The OMB-mandated discount rate of 7% must be used for all BCAs.</b>	<ul style="list-style-type: none"> <li>The discount rate determines the time-value of money</li> <li>In a FEMA benefit-cost analysis, a discount rate is used to calculate a value today (the Net Present Value) of future benefits so that they can be compared to the costs of a mitigation project.</li> </ul>	<ul style="list-style-type: none"> <li>Electronic or paper copy of the BCA.</li> <li><b>The OMB-mandated discount rate of 7% must be used for all BCAs.</b></li> </ul>	<ul style="list-style-type: none"> <li><b>The OMB-mandated discount rate of 7% must be used for all BCAs.</b></li> </ul>
<b>Building Type</b>	Concrete with shear wall	<ul style="list-style-type: none"> <li>Three story structure is a concrete frame with partial shear walls around staircase and elevator. Building lacks a lateral load resistance system.</li> </ul>	<ul style="list-style-type: none"> <li>Structural drawings reviewed by engineer retained by the building owner.</li> </ul>	<ul style="list-style-type: none"> <li>Project Manager in consultation with Jeff Miller, P.E. Reveley &amp; Associates, Salt Lake City, UT</li> </ul>

Data Type	Value	Description	Documentation	Source
<b>Building Floor Area</b>	116,000	<ul style="list-style-type: none"> <li>The structure has five levels, three above grade. It was formerly used as a public library</li> </ul>	<ul style="list-style-type: none"> <li>Two sources were used; 1) historical data with description of building and original design and 2) estimate from Salt Lake City Real Property Management and SLC Engineering.</li> </ul>	<ul style="list-style-type: none"> <li>Memo prepared by John Spencer, RPA®, SR/WA Salt Lake City Property Management.</li> </ul>
<b>Building Replacement Value (BRV)</b>	\$285	<ul style="list-style-type: none"> <li>The cost for labor and materials to build a similar building at the same location.</li> </ul>	<ul style="list-style-type: none"> <li>Letter from Salt Lake City Real Property Management stating estimated building value</li> </ul>	<ul style="list-style-type: none"> <li>Memo prepared by John Spencer, RPA®, SR/WA Salt Lake City Property Management. in consultation with SLC Engineering Dept. and Project Manager.</li> </ul>
<b>Building Damage that would Result in Demolition</b>	50%	<ul style="list-style-type: none"> <li>FEMA standard value is 50%.</li> </ul>	<ul style="list-style-type: none"> <li>No documentation required if standard value used.</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>
<b>Contents Value</b>	\$10,909,8000	Building is currently vacant This number is 33% of replacement value.	The building still contains HVAC and misc. items such as bookshelves, etc.	
<b>Displacement Costs</b>	\$0	<ul style="list-style-type: none"> <li>Building is currently vacant. Salt Lake City Corp. will not allow the building to be occupied unless seismic upgrades are completed.</li> </ul>		

Data Type	Value	Description	Documentation	Source
<b>Occupancy</b>	968	<ul style="list-style-type: none"> <li>Average occupancy on 24/7/365 basis is 162.5</li> </ul>	<ul style="list-style-type: none"> <li>Occupancy numbers are based on an estimate of average annual visitors, students, volunteers and staff broken down based on the building being open 360/year, seven days/week, and ten hours/day. Estimate includes 93 FT employees, 15 volunteers, approximately 313 visitors attending exhibits, classes, lectures, charter school students and teachers.</li> </ul>	<ul style="list-style-type: none"> <li>Average annual attendance was provided by the future occupants of the building as part of their business plan.</li> <li>Building is currently unused. Occupancy numbers are based on population of the community being served, 950,000 and the visitorship of similar organizations across the country.</li> <li>See attached Leonardo Attendance Business Plan</li> </ul>
<b>Dollar Value for Minor/Major Injuries</b>	Major injury = \$18,627 Minor injury = \$1,863	<ul style="list-style-type: none"> <li></li> </ul>	<ul style="list-style-type: none"> <li>Values in FEMA software are used.</li> </ul>	<ul style="list-style-type: none"> <li>FEMA "What is a Benefit" guidance</li> </ul>
<b>Dollar Value of a Casualty</b>	Casualty = \$3,235,882	<ul style="list-style-type: none"> <li>\$3,235,882</li> </ul>	<ul style="list-style-type: none"> <li>Values in FEMA software are used.</li> </ul>	<ul style="list-style-type: none"> <li>FEMA "What is a Benefit" guidance</li> </ul>
<b>Value of Loss of Service</b>	\$4,657.53	<ul style="list-style-type: none"> <li>For public services, daily value of service is estimated by the daily cost of providing service.</li> </ul>	<ul style="list-style-type: none"> <li>Provide copy or reference the annual operating budget for public facility.</li> </ul>	<ul style="list-style-type: none"> <li>Leonardo Foundation at Library Square.</li> </ul>
<b>Continuity Premium</b>	1			
<b>Loss of Business Income</b>	NA			

Data Type	Value	Description	Documentation	Source
Mitigation Project Useful Lifetime	50 years	<ul style="list-style-type: none"> <li>Estimated amount of time that mitigation action will be effective.</li> </ul>	<ul style="list-style-type: none"> <li>FEMA standard value.</li> </ul>	<ul style="list-style-type: none"> <li>FEMA guidance.</li> </ul>
Mitigation Project Cost (includes data inputs for net mitigation project cost and additional annual maintenance cost (\$/yr) for a project)	\$1,367,104.61	\$1,367,104.61	<ul style="list-style-type: none"> <li>This value comes from a submitted project application.</li> </ul>	<ul style="list-style-type: none"> <li>Cost estimates were provided by Construction Control Corporation, Salt Lake City, UT.</li> </ul>
Seismic Hazard Data	Seismic Hazard Calculator (patch) which uses 3-points (10% , 5%, and 2% PE in 50-years)	<ul style="list-style-type: none"> <li>Measures of the probability and severity of earthquakes at the site.</li> </ul>	<ul style="list-style-type: none"> <li>Provide a copy or reference source utilized.</li> </ul>	<ul style="list-style-type: none"> <li>USGS Website seismic hazard reports.</li> <li><b>These values need to be adjusted depending on the site soil type.</b></li> </ul>
Soil Type	Soil classification soft soil.	<ul style="list-style-type: none"> <li>The classification is E the International Building Code.</li> </ul>	<ul style="list-style-type: none"> <li>Site specific Geoseismic analysis was performed for new construction on the same city block.</li> </ul>	<ul style="list-style-type: none"> <li>Investigation performed by AGRA Earth &amp; Environmental on August 2, 2000 under the direction o of William Gordon, P.E.</li> </ul>

Data Type	Value	Description	Documentation	Source
<b>Expected Annual Number of Earthquakes</b>	4-8 .052 8-16 .05 16-32 .024 32-55 .0029 55-80 .004 80-100 .00015 >100 .00016	<ul style="list-style-type: none"> <li>Annual probabilities of various levels of ground shaking, expressed in PGA (Peak Ground Acceleration, relative to “g” the acceleration of gravity)</li> </ul>	<ul style="list-style-type: none"> <li>Full Data calculated values are utilized</li> </ul>	<ul style="list-style-type: none"> <li>Software modules for Seismic Hazard Calculations</li> </ul>
<b>Building Seismic Damage Function</b>	4-8 1.2 8-16 8.4 16-32 30.22 32-55 79.44 80-100 88.8 >100 94.73	<ul style="list-style-type: none"> <li>Estimate of building damages for each level of ground motion</li> </ul>	<ul style="list-style-type: none"> <li>Fragility Curve Calculator software to generate seismic damage functions</li> </ul>	<ul style="list-style-type: none"> <li>Earthquake Data Derivation Chapter in the Mitigation BCA Toolkit CD.</li> <li>Use Fragility Curve Calculator for seismic damage function estimates</li> </ul>
<b>Content Seismic Damage Function</b>	4-8 1.2 8-16 8.4 16-32 30.22 32-55 79.44 80-100 88.8 >100 94.73	<ul style="list-style-type: none"> <li>Estimate of building content damages for each level of ground motion</li> </ul>	<ul style="list-style-type: none"> <li>No documentation required if FEMA standard values are used for residential and other ordinary buildings use typical values.</li> </ul>	<ul style="list-style-type: none"> <li>Earthquake Data Derivation Chapter in the Mitigation BCA Toolkit CD.</li> <li>Follow calculation procedures in Earthquake Data Derivation Chapter</li> </ul>
<b>Displacement Time</b>	4-8 0 8-16 0 16-32 192 32-55 365 80-100 365 >100 365	<ul style="list-style-type: none"> <li>The time period for which occupants are expected to be displaced</li> </ul>	<ul style="list-style-type: none"> <li>No documentation required if FEMA standard values are used for residential and other ordinary buildings use typical values.</li> </ul>	<ul style="list-style-type: none"> <li>“What is a Benefit” guidance</li> </ul>



Data Type	Value	Description	Documentation	Source
<b>Functional Downtime</b>	4-8 1 8-16 8 16-32 30 32-55 30 55-80 30 80-100 30 >100 30	<ul style="list-style-type: none"> <li>The time period for which public or commercial services are lost from a building.</li> </ul>	<ul style="list-style-type: none"> <li>Typical values in FEMA software.</li> </ul>	<ul style="list-style-type: none"> <li>No local source required if FEMA typical values are used.</li> </ul>
<b>Casualty Rate</b>	Death Rate per 1,000 occupants and Major/Minor Injury Rate per 1,000 occupants for each level of ground motion.	<ul style="list-style-type: none"> <li>Estimated number of deaths, and major/minor injuries per seismic event.</li> </ul>	<ul style="list-style-type: none"> <li>Default values were updated using FEMA Inflation Calculator.</li> </ul>	<ul style="list-style-type: none"> <li>The casualty results depend strongly on the entered occupancy of the building, which should be obtained from the building owner or manager.</li> <li>No local source required if FEMA typical values are used.</li> </ul>

Attachment E  
State of Utah,  
U.S. Federal  
Emergency  
Management Agency  
Resolution

RESOLUTION NO. \_\_\_\_\_ OF 2007

AUTHORIZING SALT LAKE CITY TO ACCEPT  
THE STATE OF UTAH FEDERAL EMERGENCY MANAGEMENT AGENCY, PRE-  
DISASTER MITIGATION GRANT

WHEREAS, Title 11, Chapter 13 Utah Code Ann., as amended, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached Agreement has been prepared to accomplish said purposes.

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

1. It does hereby authorize and approve of Salt Lake City Corporation accepting the \$1,025,328 grant from the State of Utah Federal Emergency Management Agency for the purposes of:

Seismic retrofit and asbestos mitigation of the Library building located at 209 East 500 South.

2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to receive said grant and execute any and all subsequent agreements between the City and other entities resulting from said grant on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively from the Agreement approved herein.

Passed by the City Council of Salt Lake City, Utah, this day \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Salt Lake City Council

By \_\_\_\_\_  
Chairperson

ATTEST:

Approved as to Form  
Salt Lake City Attorney's Office  
By: August 27, 2007  
Date: Melanie Huff

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Attachment F  
State of Utah,  
U.S. Federal  
Emergency  
Management Agency  
Award Letter and  
Application

**Education Outreach:** On a regular basis, CDA will produce smaller, traveling exhibits that feature work displayed in the long-term exhibits and rotating galleries. These exhibits will be designed to travel to smaller museums, schools, and community centers throughout Utah and the inter-mountain region.

**The Black Box Theatre:** This dedicated space will host screenings, symposia, performances, readings, and lectures and will provide a forum for the discussion of community issues.

**Classrooms:** CDA will provide classes to young people and adults to develop a new generation of documentary artists in photography, filmmaking, and oral history interviewing. CDA will also offer workshops to teachers, students, and the community on multiculturalism and storytelling, strategies to address human rights struggles, and dialoguing about race and culture. Summer workshops and master classes will feature visiting artists and photo tours of the city, state, and the inter-mountain region.

## Global Artways Programming



Global Artways at The Leonardo will be an urban hands-on art-making destination for young people and a launch pad for Salt Lake City Arts Academy, an arts-centered charter school that will share space with Global Artways. The two organizations will collaborate on programming, both during the school day and after school. The charter school will also serve as a pre-service arts education practicum and research site.

**Youth Art Corps:** Teen arts students from Global Artways classes and the charter school will engage in peer mentoring and project design and implementation with after-school groups.

**Social Action Art Projects:** Young artists will join with professional artists to create socially relevant community artworks. Students will learn to be positive change-makers in their own neighborhoods using a collaborative creative process.

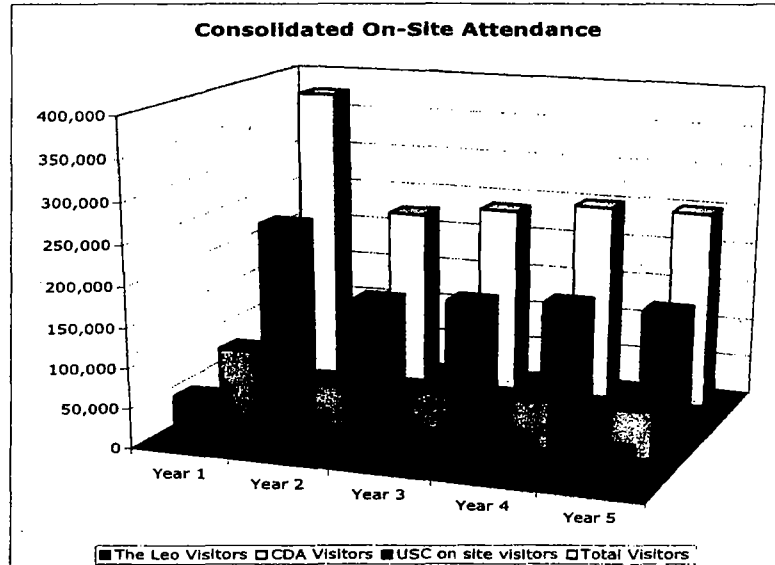
**New Media Studios:** In the new media studios, students will experience a high-tech classroom loaded with i-Macs on which they can learn and explore illustration, video editing, animation, 3-D modeling, multimedia presentations, web page design, Internet exploration, and project collaboration.

**Black Box Theatre:** The theater will provide a stage for student and professional productions produced or presented by Global Artways partners, Salt Lake City Arts Academy, University of Utah's Youth Theatre, or The Leonardo partners.

## Audience, Marketing, and Competition

The Leonardo's target audience is comprised of students (4th grade through college), teachers, and adults who are interested in creative learning opportunities. Programming will extend statewide through the Leonardo on Wheels (LOW) traveling outreach program (not included in attendance numbers). Visitors to Utah will also enjoy The Leonardo's exhibits and special events, likely extending their stay in Salt Lake to take advantage of these opportunities as well as those of other cultural facilities in the area. Regionally, The Leonardo will be a unique facility drawing visitors from neighboring states.

The following graph forecasts attendance levels during the first five years.



These figures are based on conservative estimates drawn from national science centers, local educational venues, and a percentage of visitors to Library Square. More than 3 million visitors come to Library Square annually to visit the new library.

### Hours of Operation

The Leonardo will be open seven days per week. The general exhibit schedule will be from 9AM to 6PM during weekdays. Refer to table on page 48 for weekend hours.

### Ticketing and Membership

Adult visitors will pay \$8 to visit either the Utah Science Center or the Center for Documentary Arts exhibits. A \$14 bundled ticket will offer access to all exhibit floors. Adult tickets will include a \$2 ticket fee for The Leonardo Foundation. Special exhibits, featured films, and classes will be charged separately. Attractive membership options will be offered to the community as well as special rates for seniors, students, and educational groups. Refer to table on page 47 for ticketing details.

### Marketing Activities

Before The Leonardo opens, \$250,000 will be used for marketing. Yearly, \$250,000+ will be budgeted. The Leonardo plans to collaborate with other cultural entities, particularly those along the East-West TRAX line, to create marketing opportunities and attractive ticket bundles. Collaborations will include the following organizations among others:

Salt Lake City Main Library  
Clark Planetarium  
The Children's Museum of Utah

Utah Museum of Natural History  
Museum of Utah Art and History

**Market Analysis and attendance potential**

**Attendance Projection**

Attendance projection for the whole Leonardo project  
is as follows:

Year 1 is 100

	Index		Lower range	Projected	Upper range
Year 1	150		324,846	433,128	541,410
Year 2	90	-40%	194,908	259,877	324,846
Year 3	95	6%	205,736	274,314	342,893
Year 4 (Stable performance level)	100	5%	216,564	288,752	360,940

Typically, attendance will peak in opening year then drop significantly in year 2 to slowly stabilize around year 4.

**Survey Assumptions and Attendance Projections**

Surveys demonstrate that museum attendance correlates best with exhibit space regardless of the size of the potential community.  
Source: *Starting a Science Center, and keeping it running* by Sheila Grinell - Edition 2003 published in Jan '04.

The survey points out that the size of the metropolitan area, competing attractions and even marketing budgets are of little predictive value. The most important factor is the perceived quality of the experience provided to the community and the word of mouth effect.

The public will be distributed roughly 50% over 18 years old and 50% under 18 years of age. Adults will tend to be over the 20-25 year age range.

Family groups will be dominant and tend to come on weekends, during the holidays and in the summer.

School groups will come on weekdays with a peak for 5th grade students.

Day camp groups will come in the summer. We can expect a dip in September and January.

Attendance will come from middle and upper socio-economic groups that have the "cultural habit" of visiting museum.

Furthermore, according to the article "If we build it, will they come?" by Amy Gilligan and Jan Allen, in *ASTC Dimensions* of March/April 2003:

Typically: attendance increases in year 1 and then drops in year 2. For purpose of financial and human resources planning, decisions should be based on estimates of attendance for year 2.

Secondly: attendance is unlikely to increase if a science center is already drawing 40 percent of the population.

Thirdly: it pays to advertise, not only in year 1 but especially in the years following.

The business plan reflects all these findings/conclusions.

For 2001 the attendance ratio was: 1 sqft of exhibit generates 10 visitors per year. This constitutes our upper range basis.

For 2001: estimates vary from 6 to 8 visitors per 1 sqft of exhibit in a stable operation (4th year)

Since the The Leo projects a total Interior public space of 116060 sq ft and 36094 exhibit sqft (USC, OJA and The Leo Foyer)

The attendance projection on year 4 may vary from 216564 to 288752 visitors per year (lower range and projected attendance)

The yearly curve of attendance over the first 5 years may then be forecasted as such (considering a first year peak followed by a slow recuperation toward stabilization)

4th year is 100	Index		Lower range	Projected	Upper range
1st year	150		324,846	433,128	541,410
2nd year	90	-40%	194,908	259,877	324,846
3d year	95	6%	205,736	274,314	342,893
4th year (Stable performance level)	100	5%	216,564	288,752	360,940

**We can test this potential performance:**

There is a clear indication of a potential for growth for the project well beyond the above figures when compared to general market simulations.

**1- # visitors in % of population**

average # of Science Centers visitors in the USA      70.2 millions vs      275 millions population =      25.5%

For the market in SLC, we have 1.8M primary population of which 25.5% represent: 459000 well superior to our estimate

**2- a market research methodology considering several target population and capture rates:**

Based on a methodology used by White Oak Associates Inc. in a market research of Jan 2001 ordered by The Clark Foundation

This methodology concludes that the potential attendance for the USC could be as high as 687000 visitors per year, well higher than our estimate.

**1. Definition**

Primary market: Salt Lake, Utah, Davis and Weber Counties

Secondary market: all remaining Utah Counties

**2. Approach**

The approach aims at establishing a stable year performance for the Science Center. Most probably stable performance is reached on the 4th year.

Typically the curve of performance in admission numbers follows this pattern

4th year is 100	Index	
1st year	150	
2nd year	90	-40%
3d year	95	6%
4th year (Stable performance level)	100	5%



Projections of a stable attendance level are then made based on a capture rate for each market.

Market	Population	Capture	Visits	Share
Primary population (p 2004)	1800072	20.00%	360014	52.37%
Secondary population (p 2004)	547046	5.00%	27352	3.98%
Primary market schools (2002)	383298	22.00%	84326	12.27%
Secondary market schools (2002)	110278	7.50%	8271	1.20%
Tourists	5000000	4.15%	207500	30.18%
<b>Total</b>	<b>7840694</b>		<b>687463</b>	<b>100.00%</b>

**3. Conclusion:** The Leonardo could reach a level of 687000 visitors per year

**4. Notes and sources**

	1996	1997	1998	1999	2000	2001 (p)	avge growth %	2004 (p)
<b>Population</b>								
Salt Lake	840649	858306	870735	885216	902777	918279	1.78%	968257
Utah	321072	334658	344820	358463	371894	385692	3.74%	386124
Davis	219685	224356	229450	235364	240204	244845	2.19%	245006
Weber	182089	186993	189553	193508	197541	200567	1.95%	200684
<b>Total Primary market</b>	<b>1563495</b>	<b>1604313</b>	<b>1634558</b>	<b>1672551</b>	<b>1712416</b>	<b>1749383</b>		<b>1800072</b>
<b>Other Utah Counties</b>	<b>480405</b>	<b>495087</b>	<b>507042</b>	<b>520449</b>	<b>534184</b>	<b>546617</b>	<b>2.62%</b>	<b>547046</b>
<b>Total State</b>	<b>2043900</b>	<b>2099400</b>	<b>2141600</b>	<b>2193000</b>	<b>2246600</b>	<b>2296000</b>		<b>2347118</b>

School enrolment K-12 (fall 2002)	Private		
	Public schools	schools	Total
Total Primary market	370,622	12,676	383,298
Other Utah Counties	108,995	1,283	110,278
<b>Total State</b>	<b>479,617</b>	<b>13,959</b>	<b>493,576</b>

**Tourism**

Estimates vary from 5 to 7 million visitors in primary market

## FEMA Form 20-16B, Assurances-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 (0348-0042), 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 assistance 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 nonfederal share of project costs) 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 assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. 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.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 USC Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. 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 (PL 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 USC Sections 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 USC Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 USC Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 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 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC Sections 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 USC Section 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.

11. 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 (PL 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 USC Sections 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.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC Sections 276a to 276a-7), the Copeland Act (40 USC Section 276c and 18 USC Section 874), and the Contract Work Hours and Safety Standards Act (40 USC Sections 327-333) regarding labor standards for federally assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 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.
15. 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 (PL 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 USC Section 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 USC Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 USC Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC Section 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Section 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program.
20. It will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 USC Section 201), as they apply to employees of institutions of higher education, hospitals, and other nonprofit organizations.
21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
23. It will require the facility to be designed to comply with the "American Standard Specification for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.- 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property, or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Nonprofit Organizations" included

in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

I, , hereby sign this form as of .

  
\_\_\_\_\_  
Ross C. Anderson, Mayor

1/5/07  
Date

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date January 3, 2007  
By Melanie Huff

**You must read and sign these assurances by providing your password and checking the box at the bottom of this page.**

**Note:** Fields marked with an \* are required.

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

## 1. LOBBYING

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) 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 the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;

### **Standard Form LLL Disclosure of Lobbying Activities Attached**

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s)) and that all subrecipients shall certify and disclose accordingly.

## 2. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or locally) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.623:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e. regional office or FEMA office.

(f) Taking one of the following actions against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date January 3, 2007  
By [Signature]

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street

City

State

ZIP

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

I, , hereby sign this form as of .

[Signature of Ross C. Anderson]

1/5/07

Ross C. Anderson, Mayor

Date

**APPLICATION FOR  
FEDERAL ASSISTANCE  
(SF 424)**

1. TYPE OF SUBMISSION  
Construction

2. DATE SUBMITTED

Applicant Identifier

3. DATE RECEIVED BY STATE

State Application Identifier

4. DATE RECEIVED BY  
FEDERAL AGENCY

Federal Identifier

5. APPLICANT INFORMATION

Legal Name  
Salt Lake City Corporation

Organizational Unit  
Salt Lake City Corporation

Address  
349 South 200 East, Suite 100  
Salt Lake City, UT 84111-2811

Name and telephone number of the person to be contacted on matters  
involving this application  
Gaylord Smith, 801-535-6344

6. EMPLOYER IDENTIFICATION NUMBER  
(EIN)  
87-6000027

6.a. DUNS NUMBER  
072957822

7. TYPE OF APPLICANT  
Local Government

8. TYPE OF APPLICATION  
Project Application

9. NAME OF FEDERAL AGENCY  
Federal Emergency Management Agency

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT  
Leonardo Seismic Retrofit

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.)  
SALT LAKE COUNTY

13. PROPOSED PROJECT:  
Start Date:  
End Date :

14. CONGRESSIONAL DISTRICTS OF:  
a. Applicant UTUT02  
b. Project UTUT02

15. ESTIMATED FUNDING

a. Federal	\$ 1,025,328.45
b. Applicant	\$ 0.00
c. State	\$ 0.00
d. Local	\$ 314,776.16
e. Other	\$ 0.00
f. Program Income	\$ 0.00
g. TOTAL	\$ 1,340,104.61

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE  
ORDER 12372 PROCESS?  
No, Program is not covered by E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?  
No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY  
AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE  
ASSISTANCE IS AWARDED.

a. Name of Authorized  
Representative

b. Title

c. Telephone Number

d. Signature of Authorized Representative

e. Date Signed





Attachment G  
State of Utah,  
Commission on  
Criminal and Juvenile  
Justice Resolution

RESOLUTION NO. \_\_\_\_\_ OF 2007

AUTHORIZING SALT LAKE CITY TO ACCEPT  
THE STATE OF UTAH, COMMISSION ON CRIMINAL AND JUVENILE JUSTICE GRANT

WHEREAS, Title 11, Chapter 13 Utah Code Ann., as amended, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached Agreement has been prepared to accomplish said purposes.

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

1. It does hereby authorize and approve of Salt Lake City Corporation accepting the \$19,500 grant from the State of Utah, Commission on Criminal and Juvenile Justice for the purposes of:

Implementing the Salt Lake City Video Surveillance Project, in an effort to deter criminal activity in and around local Salt Lake City businesses.

2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to receive said grant and execute any and all subsequent agreements between the City and other entities resulting from said grant on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively from the Agreement approved herein.

Passed by the City Council of Salt Lake City, Utah, this day \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Salt Lake City Council

By \_\_\_\_\_  
Chairperson

ATTEST:

Approved as to Form  
Salt Lake City Attorney's Office

By: Melanne Heif

Date: August 27, 2007

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Attachment H  
State of Utah,  
Commission on  
Criminal and Juvenile  
Justice Award Letter  
and Application

**Salt Lake City Corporation**  
**CAMP DOCUMENT ROUTING FORM**  
**CITY SIGNATURE AND ACTIVATION PROCESS**

August 28, 2007

Contract Number:	<b>06-5-08-2779</b>	Project:	
Contractor:	<b>21736</b>	<b>UTAH STATE COMMISSION OF CRIMINAL</b>	
Contract Title:	STATE OF UTAH CCJJ AWARD DOC - VIDEO SURVEILLANCE		
Monitor:	TERI ELLIOTT		

*Please complete your Step and forward to the next Step.*

STEP 1	ACCOUNTING DIVISION - Encumber Funds
<p><i>Award letter &amp; Application Only</i></p>	<p>I certify that funds are available. _____  <b>OR</b> Accounting Signature _____ Date _____</p> <p>I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system .</p> <p align="center"><i>Loachan Buf</i> <u>8/28/07</u>  Accounting Signature _____ Date _____</p> <p>Funding Source: Dept - _____ Cost Center - _____ Object Code _____ \$ <u>0</u></p> <p>Attach additional paperwork if more funding sources are needed. Limit \$ <u>0</u></p>

STEP 2	CITY ATTORNEY'S OFFICE - Final Approval
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p>Attorney: <u>Melanie Rief</u> Insurance Required: N</p> <p>Perf Bond Required: N</p> <p>Pmt Bond Required: N</p> <p>This document has been approved as to form. _____  Attorney's Signature _____ Date _____</p> <p align="center"><i>Previously signed</i></p>

STEP 3	MAYOR'S OFFICE - Sign Document
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p><b>INSTRUCTIONS:</b>  <u>Sign ALL documents.</u></p> <p>Authorized Signer: <u>Ross C. Anderson, Mayor</u>  Name _____ Dept/Div _____</p> <p><b>Forward ALL Signed documents to the Recorder's Office</b></p>

STEP 4	RECORDER'S OFFICE - Activate
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p><b>INSTRUCTIONS:</b></p> <p>When activated, keep 1 signed document, send other signed document(s) to:</p> <p><u>Shirley Collins</u> <u>HAND</u> <u>6150</u>  Name _____ Department or Division _____ Phone _____</p>



JON M. HUNTSMAN, JR.  
Governor

GARY R. HERBERT  
Lieutenant Governor

# State of Utah Commission on Criminal and Juvenile Justice

ROBERT S. YEATES  
Executive Director

August 1, 2007

Ms. Krista Dunn, Grants Manager  
Salt Lake City Police Department  
315 East 200 South  
Salt Lake City, UT 84111

Dear Ms. Dunn:

It is my privilege to inform you that the Utah Commission on Criminal and Juvenile Justice (CCJJ) has approved an award in support of the *SLC Video Surveillance Crime Prevention Project* in the amount of \$19,500. Please use the assigned grant number, **8T11**, in all correspondence regarding this project. The award period is from July 1, 2007 through June 30, 2008.

By accepting this award, you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, and resolution of all audit findings. Should your organization not adhere to the terms and conditions of this award, it is subject to termination for cause or other administrative action as appropriate. For these reasons, I encourage you to read the Certified Assurances and Grant Conditions, as they summarize important grant management issues.

Please note that Narrative Progress Reports, Financial Status Reports (FSR), and Program Income Reports (where applicable) are due quarterly on July 30, October 30, January 30 and April 30. A final report summarizing each quarter's activities is due within 90 days of the end of the grant period.

**Your FSR report will be accepted only as an online report submitted through CCJJ's grant management system at <http://www.justice.state.ut.us/> click on "Online Financial Report" CCJJ will establish an initial login for you using your first initial and last name all in lower case. Your initial password will be the same as your login. Once you have successfully logged in, you can change your password to something secure. If you have difficulty accessing the online grant management system, please contact our office for assistance.**

Note that all project-related materials and accounting records must be maintained for a period of three years from the date of your last financial status report, unless an audit has been initiated or unresolved audit findings remain. All records must be maintained until the audit findings are resolved.

If you have any questions regarding this award, please contact me at (801) 538-1812 or e-mail [rzebarth@utah.gov](mailto:rzebarth@utah.gov). We look forward to working with you in the months ahead.

Sincerely,

Robert S. Yeates  
Executive Director



**State of Utah**  
**Commission on Criminal and Juvenile Justice**  
 Utah State Capitol Complex  
 East Office Building, Suite E330  
 Salt Lake City, Utah 84114-2330  
 Ph: (801) 538-1031  
 Fax: (801) 538-1024

**State of Utah**  
**State Crime Prevention Grant (SCPG)**

1. Your Agency Name and Address:

8T11

Salt Lake City Police Department  
 315 East 200 South  
 Salt Lake City, UT 84111

2. Level of Government (check one)

State

City

County

County

Private non-profit or faith based

3. Phone Number: (801) 799-3265

Fax Number: (801) 799-3640

E-mail Address: Krista.dunn@slcgov.com

4. Federal Tax Identification Number (87-?????)

87-6000279

5. Grant Start Date and End Date:

July 1 2007 – June 30 2008

6. Project Title: SLC Video Surveillance Crime Prevention Project

**7. Budget Summary**

State Crime Prevention Grant (SCPG) funds

Personnel

\$0.00

Contract Services

\$0.00

Equipment, Supplies, & Operating (ESO)

\$19,500.00

Travel/Training

\$0.00

Column Totals

\$19,500.00

8. \*Print Name and Title of Official Authorized to Sign

Mayor Ross C. Anderson

9. \*\*Print Name and Title of Project Director

Krista Dunn, Grants Manager

10. Signature of Official Authorized to Sign

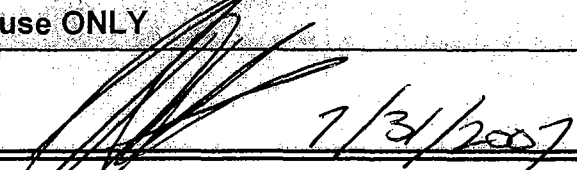


11. Signature of Project Director



For CCJJ use ONLY

**Robert S. Yeates,**  
**Executive Director of CCJJ**



\* Official authorized to sign includes: City Mayor, County Commissioner, State Agency CEO, Private nonprofit CEO, Chief of Police, or County Sheriff.

\*\* The Project Director is the individual responsible for the day-to-day management of the grant program.

Amended 7-23-2007

## Budget Tables and Narrative (section 6)

Complete the Budget Tables page by including cost and quantity of items to be purchased. Within each budget category, you must provide a brief narrative description of the items to be purchased and explain how they will benefit your grant project. See page 7 of the RFP & Application Information paper (provided with this application) for details on how to complete the Budget Tables. **(Please limit your Budget Tables & Narrative to 1 or 2 pages)**

### Personnel

Briefly describe the Personnel costs you will pay for with State Crime Prevention Grant funds. Include detail on salary and benefits for anyone to be paid salary, straight-time, or O/T from this grant. Personnel charges must be based on the normal written (reasonable) rates for your organization. If no personnel rates exist you will need to follow state of Utah personnel rates (expand as needed):

<b>Total Personnel Costs</b>	<b>\$0.00</b>
------------------------------	---------------

### Contract Services

Briefly describe the Contract Services you will pay for with State Crime Prevention Grant funds. Any contractor you hire for services to this grant project must first be approved by your agencies purchasing department or Utah State Purchasing Department. Include contract numbers and/or copies of this contract (expand as needed):

<b>Total Contract Costs</b>	<b>\$0.00</b>
-----------------------------	---------------

### Equipment, Supplies and Operating (ESO)

Briefly describe the ESO costs you will pay for with State Crime Prevention Grant funds. Include item descriptions, unit costs and quantity of purchases. ESO purchases must follow the regular procurement policies of your agency or the State of Utah if your agency has no procurement policies (expand as needed):

13 Video Surveillance Cameras that will be purchased by local businesses; following the direction of the SLCPD; access available to SLCPD; to be reimbursed up to \$3,000. (13 VSS @ \$3,000 = \$19,500.00)

<b>Total ESO Costs</b>	<b>\$19,500.00</b>
------------------------	--------------------

### Travel/Training

Briefly describe the Travel/Training costs you will pay for with State Crime Prevention Grant funds. Include your travel destination, travel purpose, cost of lodging, per diem, ground transport, airfare, etc. Travel costs must follow state of Utah travel rates unless your agency travel rates are more restrictive (expand as needed):

<b>Total Travel/Training Costs</b>	<b>\$0.00</b>
------------------------------------	---------------

<b>Total Grant</b>	<b>\$19,500.00</b>
--------------------	--------------------

**State of Utah**  
**Commission on Criminal and Juvenile Justice**  
 Utah State Capitol Complex  
 East Office Building, Suite E330  
 Salt Lake City, Utah 84114-2330  
 Ph: (801) 538-1031  
 Fax: (801) 538-1024

**State of Utah**  
**State Crime Prevention Grant (SCPG)**

1. Your Agency Name and Address:

**Salt Lake City Police Department**  
**315 East 200 South**  
**Salt Lake City, Utah 84111**

2. Level of Government (check one)

State  City  
 County  Private non-profit or faith based

3. Phone Number: **(801) 799-3265**

Fax Number: **(801) 799-3640**

E-mail Address: **Krista.dunn@slcgov.com**

4. Federal Tax Identification Number (87-?????)

**87-6000279**

5. Grant Start Date and End Date:

**July 1, 2007 to June 30, 2008**

6. Project Title: **SLC Video Surveillance Crime Prevention Project**

**7. Budget Summary**

State Crime Prevention Grant (SCPG) funds

Personnel	\$0.00
Contract Services	\$0.00
Equipment, Supplies, & Operating (ESO)	\$49,500
Travel/Training	\$0.00
Column Totals	\$49,500

8. \*Print Name and Title of Official Authorized to Sign

**Ross C. Anderson, Mayor**

9. \*\*Print Name and Title of Project Director

**Krista Dunn, Grants Manager**

10. Signature of Official Authorized to Sign



11. Signature of Project Director



**For CCJJ use ONLY**

**Robert S. Yeates,**  
**Executive Director of CCJJ**

\* Official authorized to sign includes: City Mayor, County Commissioner, State Agency CEO, Private nonprofit CEO, Chief of Police, or County Sheriff.

APPROVED AS TO FORM

Salt Lake City Attorney's Office Project Director is the individual responsible for the day-to-day management of the grant program.

Date: **May 1, 2007**  
 M. Thomas



## Application Narrative

Please address each of the following bullet points in your Application Narrative. See page 4 of the RFP & Application Information paper provided with this application for details on how to complete the application narrative. **(Please limit your Application Narrative to 7 pages or less):**

- Agency Description (section 2) (1/2 page)
- Problem Statement (section 3) (1page)
- Project Operations and Activities (section 4) (1 or 2 pages)
- Project Goals, Objectives, and Performance Measures (section 5) (1 or 2 pages)
- Progress-to-date (continuation projects only) (section 5a) (1/2 page)
- Statewide Impact (section 5b) (1/2 page)

## Budget Tables and Narrative (section 6)

Complete the Budget Tables page by including cost and quantity of items to be purchased. Within each budget category, you must provide a brief narrative description of the items to be purchased and explain how they will benefit your grant project. See page 7 of the RFP & Application Information paper (provided with this application) for details on how to complete the Budget Tables. **(Please limit your Budget Tables & Narrative to 1 or 2 pages)**

### Personnel

Briefly describe the Personnel costs you will pay for with State Crime Prevention Grant funds. Include detail on salary and benefits to be paid to any officer receiving salary or O/T from this grant (expand as needed):

<b>Total Personnel Costs</b>	<b>\$</b>

### Contract Services

Briefly describe the Contract Services you will pay for with State Crime Prevention Grant funds. Any contractor you hire for services to this grant project must first be approved by your agencies purchasing department or Utah State Purchasing Department. Include contract numbers and/or copies of this contract (expand as needed):

<b>Total Contract Costs</b>	<b>\$0.00</b>

### Equipment, Supplies and Operating (ESO)

Briefly describe the ESO costs you will pay for with State Crime Prevention Grant funds. Include item descriptions, unit costs and quantity of purchases (expand as needed):

1 Mobile Video Surveillance System with camera coverage in four directions	\$23,000
1 Mobile Video Surveillance Software Program	\$ 5,000
1 Mobile Video Surveillance System Installation w/training	\$ 2,000
13 Business Video Surveillance Systems @ \$3,000 each @ 50%	\$19,500
<b>Total ESO Costs</b>	<b>\$49,500.00</b>

### Travel/Training

Briefly describe the Travel/Training costs you will pay for with State Crime Prevention Grant funds. Include your travel destination, travel purpose, cost of lodging, per diem, ground transport, airfare, etc. (expand as needed):

<b>Total Travel/Training Costs</b>	<b>\$0.00</b>

<b>Total Grant</b>	<b>\$49,500</b>
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## Appendix 1

### CERTIFIED ASSURANCES Utah State Funded Grants

1. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Utah Commission on Criminal and Juvenile Justice (CCJJ) shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds.
2. The applicant assures that it will have and comply with written policies regarding personnel, travel, purchasing supplies and equipment, contractual agreements, etc. If the grantee is working through a fiduciary agent, the policies of the fiduciary agent become the applicable policies with regard to expending grant funds. If the applicant does not currently have written policies or a fiduciary agent the general policies adopted by the State of Utah - Department of Finance must be complied with in expending grant funds.
3. The applicant certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies and that the applicant will comply with all applicable Utah State laws, regulations, and guidelines.
4. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and their implementing regulations, 41 CFR Part 60.1 et seq., as applicable to construction contracts.
5. The applicant assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex or disability against a recipient of funds the recipient will forward a copy of the findings to CCJJ.

### GRANT CONDITIONS Utah State Funded Grants

1. **Compensation and Method of Payment.** The Utah Commission on Criminal and Juvenile Justice (CCJJ) will advance or reimburse the grantee, depending on the amount of award, for approved program expenditures as outlined in the grantee's budget. Reimbursement checks will be issued on a monthly or quarterly basis as financial status reports are submitted and approved unless other payment arrangements have been agreed to by CCJJ.
2. **Reports.** The grantee shall submit such reports as CCJJ may reasonably require, including at least quarterly financial and progress reports, and final financial and narrative reports. Quarterly financial and progress reports shall be received no later than 30 days after each quarter ends on March 31, June 30, September 30, and December 31. At such a point where grant funds have been accounted for in total, quarterly financial reports will no longer be required, however, narrative reports must continue to be submitted until the end of the grant period.
3. **Audit Reports.** Grantees who expend more than \$300,000 in State and/or Federal funds during a financial fiscal year must have annual examinations in the form of audits. These audits will be submitted to CCJJ with any Management Letters no less than one month after completion of the audit. Local governments have 180 days after the end of their fiscal year to complete their audits while all other grantees have nine months to complete their audit. The audit must conform to OMB Circular A-133 and must contain a schedule of financial assistance. During the audit process, either the grantee or the auditor will send CCJJ a verification letter to confirm the amount of grant funds received.

4. **Utilization and Payment of Funds.** Funds awarded are to be expended ONLY for purposes and activities covered in the grantees approved budget. The grantee agrees to return all unexpended State funds provided hereunder to CCJJ within thirty (30) days of termination of the grant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audits.

5. **Expenses Not Allowable.** Project funds may not be expended for items not part of the approved budget or separately approved by CCJJ. Expenditure of funds in excess of ten percent (10%) of the amount budgeted per budget category will be permitted only with CCJJ's prior written approval. CCJJ will require a refund of grant monies for expenditures made without approval in the budget or by CCJJ. ***The applicant agency=s (referred to as the lead@ agency) policies and procedures will be followed for all Travel/Training, Supplies, Equipment & Operating, Contractual agreements, etc.***

**Allowable Costs:**

- **Personnel** (salary, benefits, and overtime)- as needed and in direct support of the grant purpose. According to the Fair Labor Standards Act, personnel costs including straighttime and over-time must be paid according to the individual=s employing agency=s personnel policies and procedures. Appropriate billing and reimbursement documentation will be required.
- **Consultant/Contract** - fees for individuals providing services to the project not to exceed \$450 for an eight (8) hour day. A competitive bid process through proper state or local channels is expected for all consultant/contract requests. Third party contracts must be approved by CCJJ.
- **Equipment/Supplies and Operating** - items necessary for the successful operation of the proposed project including computers, printers, modems, cameras, body bugs, radios, etc.
- **Travel and Training** - expenses for individuals directly involved in the grant project. Training opportunities should be outlined in detail along with anticipated costs and benefits

**Unallowable Costs:**

- Supplanting - State funds must be used to supplement existing funds for program activities and not replace those funds that have been appropriated for the same purpose.
- SCPG funds **cannot** be used to purchase land, or for new construction unless it is a correctional facility. However, remodeling costs may be approved by the review committee.
- The purchase of alcoholic beverages or entertainment of any kind is not permitted with SCPG funding.
- SCPG funds cannot be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety.
- Utah SCPG grant funds cannot be used by subgrantees for indirect costs, direct costs or administrative funds.

6. **Written Approval of Changes.** Grantees must obtain prior written approval from CCJJ for major program changes. These include (a) changes of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget as specified in condition 4; (d) budget adjustments in excess of ten percent (10%) of the affected budget category.

7. **Termination of Aid.** If through any cause the grantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the grant agreement, CCJJ shall have the right to terminate the grant agreement or to suspend fund payments by giving written notice to the

grantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action.

8. **Inspection and Audit.** CCJJ, the Utah State Auditors Office, or any of their duly authorized representatives shall have access for purpose of audit and examinations to any books, documents, papers, and records of the grantee, and to relevant books and records of grantees and contractors.

9. **Maintenance of Records.** All financial and statistical records, supporting documents, and all other records pertinent to grants or contracts shall be retained for at least three years after completion of the project for purposes of State examinations and audits.

10. **Third Party Participation.** No contract or agreement may be entered into by the grantee for execution of project activities or provision of the services (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved proposal or approved in advance by CCJJ. Any such arrangement shall provide that the grantee will retain ultimate control and responsibility for the grant project and that the grant project and that the grantee shall be bound by these grant conditions and any other requirements applicable to the grantee in the conduct of the project. CCJJ shall be provided with a copy of all such contracts and agreements entered into by grantees.

11. **Conflict of Interest.** The grantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity, is presently, nor during the life of this contract shall be, officers or employees of CCJJ, provided that if such persons are or become officers or employees of CCJJ they must disqualify this application and any future discussions concerning the entity making this application.

12. **Project Director.** There shall at all times during the life of the grant agreement be an individual appointed by the grantee as "Project Director". This individual will be responsible for program planning, operation and administration under the grant agreement.

13. **Criminal Penalties.**

a. Whoever embezzles, willfully misapplies, steals or obtains by fraud or endeavors to embezzle, willfully misapply, steal or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$5,000 or imprisoned not more than fifteen years, or both.

b. Any person who, having no privilege to do so, knowingly falsifies an application with intent to deceive any person shall be subject to the provisions of Utah Code Ann. § 76-6-504. The signature below certifies that the program proposed in this application meets all the requirements as established by CCJJ and the Utah State Legislature, that all information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of all other State laws. By appropriate language incorporated in each grant, grant or other document under which funds are to be disbursed, the authorized official shall assure that the applicable certified assurances and grant conditions will be complied with by their own agency and any other agency with whom they make contacts or agreements.

**GRANTEE ACCEPTANCE OF CERTIFIED ASSURANCES AND GRANT CONDITIONS**

Ross C. Anderson  
Authorized Official (Name and title typed or printed)

5-3-2007  
Date

[Signature]  
Authorized Official (signed)

APPROVED AS TO FORM

Salt Lake City Attorney's Office

Date May 1, 2007

[Signature]

**STATE OF UTAH**  
**COMMISSION ON CRIMINAL AND JUVENILE JUSTICE**  
**2006 REQUEST**  
**STATE CRIME PREVENTION GRANT PROGRAM**  
**SALT LAKE CITY POLICE DEPARTMENT**

**Section 2: Agency Description:** The Salt Lake City Police Department (SLCPD) provides law enforcement and public safety to 181,000 residents, with double that number each day, when counting those who travel to the city to work or visit.

The mission of this department is to work with the citizens of Salt Lake City to preserve life, maintain human rights, protect property, and promote individual responsibility and community commitment. We strive to achieve this mission through sustaining the values of commitment to employees and quality service, integrity, reverence for the law, respect for individuals and service to the community. This department has a system of checks and balances through timely crime analysis, training, personnel evaluation and tracking, inspection and audit, and community relations.

The SLCPD has been serving the citizens of Salt Lake City since the 1840's. We participate in numerous task forces and community projects that promote crime prevention and target crimes for enforcement. Some of these include: Community Action Teams, Neighborhood and Mobile Neighborhood Watch, Citizen Academies, Metro Narcotics Task Force, Methamphetamine Initiative, and the Metro Gang Unit. We have a dedicated Crime Prevention Unit that focuses its efforts solely on crime prevention and education in this community. Further, we have received national and local accolades for our efforts with: Crisis Intervention Teams, Methamphetamine Initiative, and Community Action Teams. All of these projects promote a collaborative Crime Prevention effort between the police department and the community.

Salt Lake City participates in a variety of crime prevention projects. The police department was the catalyst for the development of Community Action Teams (CAT) that bring representatives from numerous City, State, County, non-profit, and other community agencies to address community crime issues. These CAT teams are active and involved in the community, meet regularly, and are an excellent example of community collaboration. Additionally, the Police Department meets regularly with community and neighborhood groups to present crime prevention information. Further, the police department has received grants for many different crime prevention programs including a grant from State Farm insurance that expands on the Neighborhood Watch concept.

Crime Prevention projects are a natural function of the police department, and the department uses its Crime Analysis Unit to determine issues and geographic areas to target for crime prevention projects. The police department responds to these crimes on a regular basis, and it is essential that we work with residents and business owners to attack problems before they start, or before they get out of hand. It is the intent of the Salt Lake City Police Department (SLCPD) to make application for funding a crime prevention project through the Utah State Commission on Criminal and Juvenile Justice during the coming year to address criminal activities in and around businesses and geographic areas that have become habitual targets in several of the city's neighborhoods and business districts.

**Section 3: Problem Statement:** The Salt Lake City Police Department's Crime Analysis Unit (CAU) collects crime data and analyzes it in order to recognize patterns of crimes and to predict where future crimes will occur. As a result, the SLCPD is able to identify trends or patterns that criminals tend to follow, as well as a profile of the types of crimes any of the city's notorious criminals seems to follow.

In 2006, the CAU identified between 10 and 15 locations with persistent calls due to criminal activity. Because of the persistent nature of crimes in theseFor the purpose of this video

surveillance project, these locations have been divided into two categories: specific business locations and residential buildings. The purpose of splitting the crimes by these two categories is to divide them into the two parts of our project: crimes against private businesses, and crimes committed in public gathering areas. Those crimes committed in or against private businesses will be targeted for part one of the project: Private Business Video Surveillance. The ten most prevalent business locations sustained an average of 265 crimes per year. The crimes ranged in severity from car prowls, to drug deals, to aggravated assault/attempted murder. The following locations have been assessed for participation in the project, and the criminal activities at those locations are listed:

<b>Business/Location</b>	<b>Drugs</b>	<b>Persons</b>	<b>Property</b>	<b>Society</b>	<b>Traffic</b>	<b>Total</b>
All Star Motel	16	123	42	93	54	457
Bridge Apartments	15	44	20	79	101	278
CitiFront Apartments	3	77	77	90	25	317
Club Sound	0	28	29	17	7	88
Econolodge	8	26	17	51	13	135
Manhattan Club	5	77	44	53	17	239
Club Vortex	1	77	73	60	66	294
Zions Motel	8	65	20	92	81	325
Motel 6	8	47	35	73	49	246

This table shows the number of crimes in each category, including: drug related crimes, crimes against persons, crimes against property, crimes against society, and traffic crimes committed in a moving vehicle.

The following is a similar table that shows the same types of crimes for locations that are more in the realm of public gathering areas than businesses:

<b>Business/Location</b>	<b>Drugs</b>	<b>Persons</b>	<b>Property</b>	<b>Society</b>	<b>Traffic</b>	<b>Total</b>
Pioneer Park	235	49	29	117	95	425
Sugarhouse Shopping Center	26	24	256	118	147	571
Glendale Plaza	8	2	3	21	33	69
Liberty Park	112	48	193	111	59	523

These locations will be assessed for part two of the project, that will select one pilot area for the installation of a mobile video surveillance system. The project is outlined in the following section.

**Source: Salt Lake City Police Department Crime Analysis Unit, data from 2006. These numbers are consistent with the number of crimes in these areas over the past five years.**

This program is designed to serve the business community and surrounding residential neighborhoods. The intended result is the reduction of crimes in those areas, and the reduction of fear of crime by the general public in those areas. Since the locations listed are located in areas in all sectors of the community, it is logical to think that a large segment of the population may be served through the project. Since this proposal is for a pilot location for part two, it is logical to think that the general public in that vicinity will be served. However, since the system is mobile, we believe that it will be moved to at least to additional locations around the city, affecting a wider section of the population.

**Section 4: Project Operations and Activities:** In order to deter criminal activity and to provide local law enforcement an additional tool for fighting crime, the SLCPD will implement a video surveillance pilot program. In a proactive approach to addressing crime in the business community, the police department will develop a method to identify, memorialize, and deter criminal activity through this surveillance program.

The first part of this program involves the installation of cameras in or around local businesses. Businesses will be enticed to participate through incentives. The willingness of local businesses to participate in innovative programs where incentives are offered has proven quite successful. The incentive, in this case, is reimbursement of 50% of the cost of purchasing and installing a video surveillance system.

The program would be advertised through business license renewal forms and other regular forms of communication with local businesses. Those communicative information pieces will include applications for participation. Selection of the participants in the program will be prioritized for those that conduct retail sales, bars and nightclubs, banks and credit unions, businesses where past criminal activity is more prevalent than the norm, and businesses with a defined threat assessment.

Those businesses selected to participate, in order to ensure the success of the program, would be required to:

- comply with the equipment manufacturer's recommended maintenance schedule; install and use one of the models of digital equipment recommended by the SLCPD;
- cover interior, exterior and common access points (as recommended by the PD);
- allow immediate accessibility to law enforcement to view, photo print, and use for case follow-up; allow remote access to law enforcement; and
- allow law enforcement unlimited operability during business hours.
- allow the city to perform periodic monitoring to ensure operability and that other program standards are being met.

The second part of the project involves using the SLCPD crime analysis unit to determine sites within the city that are notorious for criminal activity. The crime analysis unit will submit a number of these sites to the Fusion Center Command Staff, as well as assistant chiefs, and the chief of police. This group will select one area to act as a pilot site for the mobile video surveillance project. This site will then be the topic of an extensive advertising program, in which the location is advertised to the public as a site that will be monitored by video equipment.

After the advertising campaign is established in the community, the camera will be installed, and will be visibly marked as SLCPD property. The camera will be monitored in real time at the police department, and/or video footage will be used for evidence of crimes committed at the site.

This project has been modeled after similar projects in other areas of the country, as well as internationally. This video surveillance is modeled after several programs, including Palm Desert, California. According to the city's senior management analyst, "The use of video surveillance systems not only allows us to properly investigate crimes, it also serves as a strong deterrent in reducing the appeal of criminal activity to potential perpetrators." Video surveillance has been a major deterrent to crime in numerous other communities. One example is South Orange, New Jersey. In their pilot project, seven video surveillance systems were mounted to promote public safety in parking lots, intersections, and parks. According to South Orange officials, crime has decreased since the cameras' installation. Police Chief Thomas Andrew states that as a result of the surveillance cameras, auto theft is down 40 percent in the district and people in the community generally feel much safer walking the streets. South Orange officials are considering expanding video surveillance to the city business district, much like their neighbors in Newark.



The police department's crime analysis unit will study the effects of the project by comparing crime data prior to the project, with the frequency and quantity of crimes committed after installation of the system.

**Project Staffing:** This project will be carried out by the coordinated efforts of the police department and business owners in the most affected areas of the city. In the beginning, video surveillance will be used specifically for reviewing footage, when crimes have occurred, to search for evidence and identities of perpetrators. In the mean time, the City will be exploring options for funding real time surveillance. It is likely that we will employ retired police officers for that purpose.

Salt Lake City utilities personnel and equipment will be used to install the camera that will be used in a high crime area. The cameras, that will be located in and around local businesses, will be installed by the businesses. All systems will employ digital video that can be uploaded to a central location and stored for a designated period of time. As this is a pilot project, specific policy and procedure will be adopted during the grant period, prior to installation.

**Collaboration:** As mentioned earlier, the police department has a long history of working with community groups and neighborhoods in crime prevention. This project will be a collaborated effort between the Police Department, other city departments, and local businesses and neighborhoods. This department has a long history of working with the Downtown Business Alliance, community councils, and neighborhood groups in addressing crime. We believe that this project will enhance our relationship with these groups, as well as proliferate the organization of additional groups who are willing and ready to address crime in their neighborhoods.

Members are tasked with functioning as a cohesive team, yet are able to act independently in their own areas of expertise.

**Timeline:** See attachment.

**Priority Area:** The Salt Lake City Police Department has chosen a universal prevention program, with the priority area: "Crime prevention programs that teach citizens how to keep their property and themselves safe". We believe that this proposal embodies the spirit of this priority statement, and will make an impact on the crime issues we are experiencing in Salt Lake City.

#### **Section 5: Project Goals Objectives and Performance Measures**

1. **Project Goals**
2. **Project Objectives**
3. **Performance Measures**

**Goal 1:** Reduce the fear of crime in targeted problem areas and businesses within the city.

**Objective 1:** The Salt Lake City Police Department will advertise the project heavily within the community to alert people about the use of cameras in specific areas to address crime in and around businesses experiencing a large volume of crime on their premises.

**Performance Measure:** We will keep file copies of press releases, and document interviews and contacts with local media. Additionally, copies of print material will be kept on file for future reference.

**Objective 2:** Police Department will advertise the project to local businesses to solicit volunteers to have cameras placed in or around their establishments. 10 business owners will be selected, and will purchase the cameras, up front, and be reimbursed 50% of the cost, after installation, through grant funds.

**Objective 3:** Police department will store video surveillance for future use, and the crime analysis unit will evaluate the effectiveness of the project. The PD will work toward real time surveillance when funds become available.

**Performance Measure:** Requests, to participate, by local businesses, will be kept on file. Those businesses selected to participate will be reimbursed 50% of the cost upon receipt of purchase and installation. All records will be available for review.

**Performance Measure:** Police Dept. will use video evidence in investigation and prosecution of crimes recorded by cameras. Crime Analysis Unit will track these crimes, during the funding period, against those occurring prior to installation of the cameras.

**Goal 2:** Reduce the number of crimes in targeted areas of Salt Lake City.

**Objective 1:** Ten businesses will be selected to participate in the project, and will install the video surveillance systems at and around their businesses.

**Objective 2:** One high crime area will be selected for installation of video surveillance system, and the system will be installed by City Utilities department.

**Objective 3:** As crimes are reduced noticeably in the selected areas, cameras will be moved to new areas. While we will always advertise before cameras are installed, we will not advertise that cameras will be moved.

**Performance Measure:** Track the number of crimes and prosecutions of perpetrators at these sites.

**Performance Measure:** Track the number of crimes and prosecutions of perpetrators at the site.

**Performance Measure:** Track the number crimes and prosecution of perpetrators at each site and continue to monitor sites from which surveillance systems are removed.

**4. Evaluation Plan:** The Crime Analysis Unit will track crimes throughout the targeted areas, and compare the data to the previous two years, in order to determine the effectiveness of the program. The police department will document the effort put forth in educating the community about the project and the targeted sites. This information will help us to determine how effective we are in reaching the target population, as well as reducing the crimes committed in those targeted sites. The mobile cameras will be moved to new sites as crimes are reduced in previous sites. We will not, however, alert the public when a camera is removed. This also will not disqualify the site for future selection. All gathered information will be organized into quarterly and annual reports, as well as in our detailed crime analysis system.

**Section 6: Budget Tables and Narrative:  
Budget Narrative:**

**Personnel**  
\$0

**Consultants and Contracts**  
\$0

**Equipment /Supplies/Operating**

The Police Department will purchase one mobile video surveillance system. It has multiple cameras to show several directions and angles, and can be monitored in real time or video can be reviewed for evidence.

1 Video Surveillance System (VSS) @ \$23,000

1 Video Surveillance Software Package @ \$5,000

Initial installation with training for subsequent installations @\$2,000

Local businesses will purchase individual video surveillance system for their personal businesses, and the SLCPD will reimburse them for 50% of the cost upon completion of installation.

13 business VSS @ \$3,000 each = \$39,000; reimbursement @ 50% each = \$19,500 cost to SLCPD

**Equipment/Supplies/Operating Sub Total = \$49,500**

**Travel/Training = 0**

**Other = 0**

**State Grant Funds = \$49,500**

**Cash Match = \$19,500**

**Project Total = \$69,000**

**Budget Table:**

**2006-07 Budget Matrix Form: State Crime Prevention Grant**

Budget Category	State Grant Funds	Cash Match	In-Kind Match	Total Project Costs
<b>PERSONNEL</b>				
Position				\$
Position				\$
Benefits				\$
SUBTOTAL				\$
<b>CONSULTANTS AND CONTRACTS</b>				
Position				\$

Budget Category	State Grant Funds	Cash Match	In-Kind Match	Total Project Costs
Expenses				\$
Contracts				\$
SUBTOTAL				\$
<b>TRAVEL/TRAINING</b>				
Item(s) 13 VSS @ \$3000	\$19,500	\$19,500		\$39,000
Item(s) 1 mobile VSS @ \$23,000	\$23,000			\$23,000
Item(s) VSS software package @ \$5,000	\$ 5,000			\$ 5,000
Item(s) VSS installation/training @ \$2,000	\$ 2,000			\$ 2,000
Phones				\$
In-Direct Costs	<b>Not allowable</b>			\$
SUBTOTAL	<b>\$49,500</b>	<b>\$19,500</b>		<b>\$69,000</b>
<b>TRAVEL/TRAINING</b>				
In-state/out-of-state conference				\$
Lodging and per				\$
Mileage				\$
Other (specify)				\$
SUBTOTAL				\$
<b>OTHER</b>				
Other (specify)				\$
SUBTOTAL				\$
<b>GRAND TOTAL</b>	<b>\$49,500</b>	<b>\$ 19,500</b>		<b>\$69,000</b>

Attachment I  
State of Utah,  
Commission on  
Criminal and Juvenile  
Justice Resolution

RESOLUTION NO. \_\_\_\_\_ OF 2007

AUTHORIZING SALT LAKE CITY TO ACCEPT  
THE STATE OF UTAH, COMMISSION ON CRIMINAL AND JUVENILE JUSTICE ASSET  
FORFEITURE AWARD

WHEREAS, Title 11, Chapter 13 Utah Code Ann., as amended, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached Agreement has been prepared to accomplish said purposes.

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

1. It does hereby authorize and approve of Salt Lake City Corporation accepting the \$20,000 asset forfeiture award from the State of Utah, Commission on Criminal and Juvenile Justice for the purposes of:

Providing funding to the Salt Lake City Police Department Metro-Narcotics Task Force to purchase equipment and provide "buy money" for drug enforcement operations.

2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to receive said award and execute any and all subsequent agreements between the City and other entities resulting from said award on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively from the Agreement approved herein.

Passed by the City Council of Salt Lake City, Utah, this day \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Salt Lake City Council

By \_\_\_\_\_  
Chairperson

ATTEST:

Approved as to Form  
Salt Lake City Attorney's Office

By: Melanie Key  
Date: August 27, 2007

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Attachment J  
State of Utah,  
Commission on  
Criminal and Juvenile  
Justice Award Letter  
and Application

**Salt Lake City Corporation**  
**CAMP DOCUMENT ROUTING FORM**  
**CITY SIGNATURE AND ACTIVATION PROCESS**

August 28, 2007

Contract Number:	<b>06-5-08-2780</b>	Project:	
Contractor:	<b>21736 UTAH STATE COMMISSION OF CRIMINAL</b>		
Contract Title:	<b>STATE OF UT CCJJ - ASSET FORFEITURE</b>		
Monitor:	<b>TERI ELLIOTT</b>		

*Please complete your Step and forward to the next Step.*

STEP 1	ACCOUNTING DIVISION - Encumber Funds
<p><i>Award letter &amp; application only.</i></p>	<p>I certify that funds are available. _____  <b>OR</b> Accounting Signature Date</p> <p>I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system.</p> <p align="right"> <i>[Signature]</i> <u>8/28/07</u>            Accounting Signature Date         </p> <p>Funding Source: _____            Dept Cost Center Object Code \$ <u>0</u></p> <p>Attach additional paperwork if more funding sources are needed. Limit \$ <u>0</u></p>

STEP 2	CITY ATTORNEY'S OFFICE - Final Approval
<p><b>Leave Blank</b></p> <p><b>For</b></p> <p><b>Date Stamp</b></p>	<p>Attorney: <u>Melanie Reef</u> Insurance Required: N</p> <p>Perf Bond Required: N</p> <p>Pmt Bond Required: N</p> <p>This document has been approved as to form. _____            Attorney's Signature Date</p> <p align="center"><i>Previously signed Application</i></p>

STEP 3	MAYOR'S OFFICE - Sign Document
<p><b>Leave Blank</b></p> <p><b>For</b></p> <p><b>Date Stamp</b></p>	<p><b>INSTRUCTIONS:</b>  <b>Sign ALL documents.</b></p> <p>Authorized Signer: <u>Ross C. Anderson</u> <u>Mayor</u>            Name Dept/Div</p> <p align="center"><i>Previously signed Application</i></p> <p><b>Forward ALL Signed documents to the Recorder's Office</b></p>

STEP 4	RECORDER'S OFFICE - Activate
<p><b>Leave Blank</b></p> <p><b>For</b></p> <p><b>Date Stamp</b></p>	<p><b>INSTRUCTIONS:</b></p> <p>When activated, keep 1 signed document, send other signed document(s) to:</p> <p><u>Sharon Collins</u> <u>HAND</u> <u>6150</u>            Name Department or Division Phone</p>





# State of Utah Commission on Criminal and Juvenile Justice

JON M. HUNTSMAN, JR.  
Governor

ROBERT S. YEATES  
Executive Director

GARY R. HERBERT  
Lieutenant Governor

June 21, 2007

Ms. Krista Dunn, Grants Manager  
Salt Lake City Police Department  
315 East 200 South  
Salt Lake City, UT 84111

Dear Ms. Dunn:

It is my privilege to inform you that the Utah Commission on Criminal and Juvenile Justice (CCJJ) has approved an award in support of the *Salt Lake City Police Department Asset Forfeiture* in the amount of \$20,000. Please use the assigned grant number, **8N30**, in all correspondence regarding this project. The award period is from July 1, 2007 through June 30, 2008.

By accepting this award, you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, and resolution of all audit findings. Should your organization not adhere to the terms and conditions of this award, it is subject to termination for cause or other administrative action as appropriate. For these reasons, I encourage you to read the Certified Assurances and Grant Conditions, as they summarize important grant management issues.

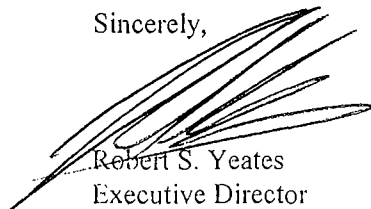
Please note that Narrative Progress Reports, Financial Status Reports (FSR), and Program Income Reports (where applicable) are due quarterly on July 30, October 30, January 30 and April 30. A final report summarizing each quarter's activities is due within 90 days of the end of the grant period.

**Your FSR report will be accepted only as an online report submitted through CCJJ's grant management system at <http://www.justice.state.ut.us/> click on "Online Financial Report" CCJJ will establish an initial login for you using your first initial and last name all in lower case. Your initial password will be the same as your login. Once you have successfully logged in, you can change your password to something secure. If you have difficulty accessing the online grant management system, please contact our office for assistance.**

Note that all project-related materials and accounting records must be maintained for a period of three years from the date of your last financial status report, unless an audit has been initiated or unresolved audit findings remain. All records must be maintained until the audit findings are resolved.

If you have any questions regarding this award, please contact me at (801) 538-1812 or e-mail [rzeibarth@utah.gov](mailto:rzeibarth@utah.gov). We look forward to working with you in the months ahead.

Sincerely,



Robert S. Yeates  
Executive Director  
Commission on Criminal and Juvenile Justice



**State of Utah**  
**Commission on Criminal and Juvenile Justice**

Utah State Capitol Complex  
 East Office Building, Suite E330  
 Salt Lake City, Utah 84114-2330  
 Ph: (801) 538-1031  
 Fax: (801) 538-1024

**Crime Reduction Assistance Program - State Asset Forfeiture Grant (SAFG)**

1. Your Agency Name and Address:

81V30

Salt Lake City Police Department  
 315 East 200 South  
 Salt Lake City, UT 84111

2. Level of Government (check one)

State  City  
 County  Other

3. Phone Number: (801) 799-3265

Fax Number: (801) 799-3640

E-mail Address: Krista.dunn@slcgov.com

4. Federal Tax Identification Number (87-?????)

87-6000279

5. Grant Start Date and End Date:

July 1, 2007 to June 30, 2008

6. Project Title: Salt Lake City Police Department Asset Forfeiture

**7. Budget Summary**

**State Asset Forfeiture Grant Funds**

Equipment, Supplies, & Operating

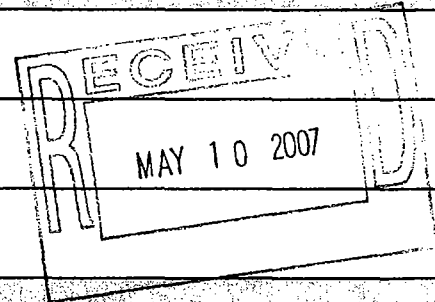
\$20,000

Travel/Training

\$0.00

Column Totals

\$20,000.00



8. \*Print Name and Title of Official Authorized to Sign

Ross C. Anderson, Mayor

9. Print Name and Title of Project Director

Krista Dunn, Grants Manager

10. \*Signature of Official Authorized to Sign

*Ross C. Anderson*

11. \*\*Signature of Project Director

*Krista Dunn*

For CCJJ use ONLY

Robert S. Yeates,  
 Executive Director of CCJJ

*[Signature]* 6/18/2007

\* Official authorized to sign includes: City Mayor, County Commissioner, State Agency CEO, Private nonprofit CEO, Chief of Police, or County Sheriff.

APPROVED AS TO FORM

Salt Lake City Attorney's Office

Date: May 1, 2007

By: *Melanie Key*

Project Director is the individual responsible for the day-to-day management of the grant program.

**State of Utah**  
**Commission on Criminal and Juvenile Justice**  
 Utah State Capitol Complex  
 East Office Building, Suite E330  
 Salt Lake City, Utah 84114-2330  
 Ph: (801) 538-1031  
 Fax: (801) 538-1024

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1. Your Agency Name and Address:

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**315 East 200 South**  
**Salt Lake City, UT 84111**

2. Level of Government (check one)

State  City

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3. Phone Number: **(801) 799-3265**

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E-mail Address: **Krista.dunn@slcgov.com**

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6. Project Title: **Salt Lake City Police Department Asset Forfeiture**

**7. Budget Summary**

**State Asset Forfeiture Grant Funds**

Equipment, Supplies, & Operating

**\$20,000**

Travel/Training

**\$0.00**

Column Totals

**\$20,000.00**

8. \*Print Name and Title of Official Authorized to Sign

**Ross C. Anderson, Mayor**

9. Print Name and Title of Project Director

**Krista Dunn, Grants Manager**

10. \*Signature of Official Authorized to Sign



11. \*\*Signature of Project Director



**For CCJJ use ONLY**

**Robert S. Yeates,  
 Executive Director of CCJJ**

\* Official authorized to sign includes: City Mayor, County Commissioner, State Agency CEO, Private nonprofit CEO, Chief of Police, or County Sheriff.

APPROVED AS TO FORM The Project Director is the individual responsible for the day-to-day management of the grant program.

Salt Lake City Attorney's Office  
 Date May 1, 2007  
 by Melanie Peif

## Application Narrative

**Please address each of the following bullet points in your application (limit to no more than 3 pages):**

- Clearly identify the problem(s) to be addressed with funding from this grant (use statistics and other data where possible).
- Briefly review community **demographics** as they relate to the problem(s) (population, geographic area, urban vs. rural, recreational areas, target populations, number of officers in your agency, etc.)
- How will you use funding from this grant to address the problem(s) you have identified?

See attached

## Budget Tables

Complete the Budget Tables page by including cost and quantity of items to be purchased. Within each budget category, you must provide a brief narrative description of the items to be purchased and explain how they will benefit your grant project.

### Equipment, Supplies and Operating (ESO)

Briefly describe the ESO costs you will pay for with State Asset Forfeiture Grant funds. Include item descriptions, unit costs and quantity of purchases (expand as needed):

HP 2300n Printer -	1 @	\$700	=	\$ 700
Eotech or Aimpoint Heads-up Weapon Sighting Systems-	12 @	\$450	=	\$5,400
NIK Test cocaine swabs	40 @	\$ 42.50	=	\$1,700
U.S. Currency to purchase narcotics "buy money"	cash		=	\$5,000
LEA Backpack Repeater	1 @	\$4,195	=	\$4,195
LEA Transmitter	1 @	\$1,595	=	\$1,595
LEA Ballcap Transmitter	1 @	\$1,400	=	\$1,410
<b>Total ESO Costs</b>				<b>\$20,000.00</b>

### Travel/Training

Briefly describe the Travel/Training costs you will pay for with State Asset Forfeiture Grant funds. Include your travel destination, travel purpose, cost of lodging, per diem, ground transport, airfare, etc. (expand as needed):

<b>Total Travel/Training Costs</b>				<b>\$0.00</b>

<b>Total Grant</b>	<b>\$20,000.00</b>
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## Appendix 1

### **CERTIFIED ASSURANCES** **Utah State Funded Grants**

1. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Utah Commission on Criminal and Juvenile Justice (CCJJ) shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds.
2. The applicant assures that it will have and comply with written policies regarding personnel, travel, purchasing supplies and equipment, contractual agreements, etc. If the grantee is working through a fiduciary agent, the policies of the fiduciary agent become the applicable policies with regard to expending grant funds. If the applicant does not currently have written policies or a fiduciary agent the general policies adopted by the State of Utah - Department of Finance must be complied with in expending grant funds.
3. The applicant certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies and that the applicant will comply with all applicable Utah State laws, regulations, and guidelines.
4. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and their implementing regulations, 41 CFR Part 60.1 et seq., as applicable to construction contracts.
5. The applicant assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex or disability against a recipient of funds the recipient will forward a copy of the findings to CCJJ.

### **GRANT CONDITIONS** **Utah State Funded Grants**

1. **Compensation and Method of Payment.** The Utah Commission on Criminal and Juvenile Justice (CCJJ) will advance or reimburse the grantee, depending on the amount of award, for approved program expenditures as outlined in the grantee's budget. Reimbursement checks will be issued on a monthly or quarterly basis as financial status reports are submitted and approved unless other payment arrangements have been agreed to by CCJJ.
2. **Reports.** The grantee shall submit such reports as CCJJ may reasonably require, including at least quarterly financial and progress reports, and final financial and narrative reports. Quarterly financial and progress reports shall be received no later than 30 days after each quarter ends on March 31, June 30, September 30, and December 31. At such a point where grant funds have been accounted for in total, quarterly financial reports will no longer be required, however, narrative reports must continue to be submitted until the end of the grant period.
3. **Audit Reports.** Grantees who expend more than \$300,000 in State and/or Federal funds during a financial fiscal year must have annual examinations in the form of audits. These audits will be submitted to CCJJ with any Management Letters no less than one month after completion of the audit. Local governments have 180 days after the end of their fiscal year to complete their audits while all other grantees have nine months to complete their audit. The audit must conform to OMB Circular A-133 and must contain a schedule of financial assistance. During the audit process, either the grantee or the auditor will send CCJJ a verification letter to

confirm the amount of grant funds received.

4. **Utilization and Payment of Funds.** Funds awarded are to be expended ONLY for purposes and activities covered in the grantees approved budget. The grantee agrees to return all unexpended State funds provided hereunder to CCJJ within thirty (30) days of termination of the grant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audits.

5. **Expenses Not Allowable.** Project funds may not be expended for items not part of the approved budget or separately approved by CCJJ. Expenditure of funds in excess of ten percent (10%) of the amount budgeted per budget category will be permitted only with CCJJ's prior written approval. CCJJ will require a refund of grant monies for expenditures made without approval in the budget or by CCJJ.

#### **Allowable Costs of the SAFG State Grant Program**

- Controlled substance interdiction and enforcement activities
- Drug court programs.
- Activities calculated to enhance future investigations
- Law enforcement training that includes:
  1. Implementation of the Fourth Amendment of the federal constitution and Utah Constitution Article I, Section 7, and addresses the protection of the individual's rights of due process.
  2. Protection of the rights of innocent property holders
  3. The Tenth Amendment of the federal constitution regarding states' sovereignty and the states' reserved rights.
- Law enforcement or detention facilities.
- Law enforcement operations or equipment which are not routine costs or operational expenses.
- Drug, gang, or crime prevention education programs which are sponsored in whole or in part by the law enforcement agency or its legislative body.
- Matching funds for other state or federal law enforcement grants.

#### **Unallowable Costs of the SAFG State Grant Program**

- Payment of salaries, retirement benefits, or bonuses to any person
- Payment of enforcement expenses not related to law enforcement
- Uses not specified in the agency's award application.
- Uses not approved or appropriated by the agency's legislative body
- Payments, transfers, or pass-through funding to entities other than law enforcement agencies.
- Uses, payments, or expenses that are not within the scope of the agency's functions.
- Supplanting – Grant funds must be used to supplement existing funds for program activities and **not** replace those funds that have been appropriated for the same purpose.
- The purchase of alcoholic beverages or entertainment of any kind is not permitted with grant funds.

6. **Written Approval of Changes.** Grantees must obtain prior written approval from CCJJ for major program changes. These include (a) changes of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget as specified in condition 4; (d) budget adjustments in excess of ten percent (10%) of the affected budget category.

7. **Termination of Aid.** If through any cause the grantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the grant agreement, CCJJ shall have the right to terminate the grant agreement or to suspend fund payments by giving written notice to the grantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action.

8. **Inspection and Audit.** CCJJ, the Utah State Auditors Office, or any of their duly authorized representatives

shall have access for purpose of audit and examinations to any books, documents, papers, and records of the grantee, and to relevant books and records of grantees and contractors.

9. **Maintenance of Records.** All financial and statistical records, supporting documents, and all other records pertinent to grants or contracts shall be retained for at least three years after completion of the project for purposes of State examinations and audits.

10. **Third Party Participation.** No contract or agreement may be entered into by the grantee for execution of project activities or provision of the services (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved proposal or approved in advance by CCJJ. Any such arrangement shall provide that the grantee will retain ultimate control and responsibility for the grant project and that the grant project and that the grantee shall be bound by these grant conditions and any other requirements applicable to the grantee in the conduct of the project. CCJJ shall be provided with a copy of all such contracts and agreements entered into by grantees.

11. **Conflict of Interest.** The grantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity, is presently, nor during the life of this contract shall be, officers or employees of CCJJ, provided that if such persons are or become offices or employees of CCJJ they must disqualify this application and any future discussions concerning the entity making this application.

12. **Project Director.** There shall at all times during the life of the grant agreement be an individual appointed by the grantee as "Project Director". This individual will be responsible for program planning, operation and administration under the grant agreement.

13. **Criminal Penalties.**

a. Whoever embezzles, willfully misapplies, steals or obtains by fraud or endeavorsto embezzle, willfully misapply, steal or obtain by fraud any funds, assets, or property whichare the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$5,000 or imprisoned not more than fifteen years, or both.

b. Any person who, having no privilege to do so, knowingly falsifies an application withintent to deceive any person shall be subject to the provisions of Utah Code Ann. § 76-6-504. The signature below certifies that the program proposed in this application meets all the requirements as established by CCJJ and the Utah State Legislature, that all information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of all other State laws. By appropriate language incorporated in each grant, grant or other document under which funds are to be disbursed, the authorized official shall assure that the applicable certified assurances and grant conditions will be complied with by their own agency and any other agency with whom they make contracts or agreements.

**GRANTEE ACCEPTANCE OF CERTIFIED ASSURANCES AND GRANT CONDITIONS**

Ross C. Anderson Mayor  
Authorized Official (Name and title typed or printed)

5-3-2007  
Date

[Signature]  
Authorized Official (signed)

APPROVED AS TO FORM  
Salt Lake City Attorneys Office  
Date May 1, 2007  
By [Signature]




## Certification for the Protection of Seized (pre-adjudication) Assets

According to Utah Code Ann., § (24-1-19), no agency may receive an award from the Crime Reduction Assistance Program - State Asset Forfeiture Grant Program (SAFG) unless each of the following procedures are in place by the Grantee.

- a. As soon as practicable after seizure for forfeiture, and in no case later than 30 days after seizure for forfeiture, the seizing agency shall conduct a written inventory of the property seized.
  - b. The seizing agency shall deposit property that is in the form of cash or other readily negotiable instruments into a restricted account maintained by the agency solely for the purpose of managing and protecting the property from commingling, loss, or devaluation during the pendency of the forfeiture proceedings.
  - c. The seizing agency shall have in place a written policy for the identification, tracking, management, and safekeeping of seized property, which shall include a prohibition against the transfer, sale, or auction of forfeited property to any employee of the seizing agency.
  - d. An agency may not be awarded any funds from forfeiture through the Crime Reduction Assistance Program under §24-1-19, U.C.A. if the agency has not established, nor maintained the inventory policy, restricted account, and written policies.
- Recipient law enforcement agencies may only use program award monies after approval or appropriation by the agency's legislative body, and the award monies are nonlapsing.

**Grantee certifies compliance with each condition of Appendix 2- Certification for the Protection of Seized (pre-adjudication) Assets and Uniform Standards for the Liquidation of Forfeited Assets:**

	<p style="font-size: 1.2em;">5-3-2007</p>
<p>Signature of Authorized Official (Mayor, City Manager, County Commissioner, or State Agency Executive Director)</p>	<p>Date</p>

APPROVED AS TO FORM  
 Salt Lake City Attorney's Office  
 Date May 1, 2007  
 By Melanie [Signature]

**Salt Lake City Police Department**  
**2007 STATE ASSET FORFEITURE GRANT APPLICATION**

**Application Narrative:**

**Problem Statement:** Salt Lake City (SLC), being the largest city in the county and state, is also home to a very diverse population. While Salt Lake City is a beautiful and very livable community, it has its share of challenges. As recently as eight years ago, Utah was listed as one of five states with the leading number of methamphetamine labs and one of the top five states for methamphetamine use. The Salt Lake City Police Department (SLCPD) has been at the forefront in innovative programs to address methamphetamine use in our area. For seven years, the United States Department of Justice has recognized Salt Lake City as a "Best Practices" jurisdiction in community oriented policing enforcement of methamphetamine and other dangerous drugs. While this effort has moved us out of the top five, we are not yet satisfied with what has been accomplished. We continue to battle methamphetamine and other dangerous drugs through various ongoing projects.

SLCPD persistently battles drug production, trafficking, and use through participation in the DEA Metro-Narcotics and Metro Gang Task Forces, as well as its own city gangs and narcotics units. SLCPD keeps its own statistics on drug enforcement by the city narcotics unit, while the Metro Task Force keeps data when we participate with them. The following data applies to the cases carried out by SLCPD.

In 2006, SLCPD served 116 drug-related warrants, resulting in 288 felony and 103 misdemeanor arrests. Additionally, we followed up on 997 intelligence reports and performed 62 knock and talks in which we investigate reported drug locations. In our enforcement efforts, 65 children were removed from dangerous home situations, 43 firearms were confiscated, and six meth labs were discovered and taken down. Further, 199 controlled buys took place in the collection of evidence, and 30 buys resulted in immediate arrests. Additionally, the SLCPD gang unit investigated 115 cases in which drugs were the primary crime, and 172 in which drug use or possession was a factor, but not the primary crime. The outcome of these enforcement activities was the seizure of \$150,000 in forfeited property and currency, as well as more than 30 pounds of illegal drugs, 70 units of ecstasy, 510 prescription drugs, and 2 vehicles. Finally, SLCPD exercises considerable resources to educate and inform the citizens about drugs, and how they can identify and report potential drug problems in their neighborhoods. Nearly 5,000 residents received educational materials and participated in educational programs sponsored by the SLCPD. That number more than tripled the number in 2005.

To date in 2007, our statistics show that we are either right on pace or ahead of 2006 in addressing the illegal drug issues in Salt Lake City. (This data was compiled by the SLCPD Crime Analysis Unit under the direction of David Doepner, Jennifer Kibbie Hiatt and George Bowse.)

Finally, as is the case in many a jurisdiction, the cost of continuing the battle is ever rising. Those who perpetuate the problem continually become more sophisticated in alluding detection and arrest. The challenge is that it is equally challenging and costly to keep in step with the criminals. Equipment, creative new tactics, and training become a formidable challenge for law enforcement agencies in this battle.

**Demographics:** SLCPD provides law enforcement and public safety services to 186,000 residents, with nearly double that number each day from people traveling into the city to work, shop, or visit. It is the capitol city of the State, as well as the transportation, commerce, industrial and communications leader. The city covers 109 square miles with roughly 1,666 persons per square mile. This is an urban area in which the median household income is approximately \$36,000 annually, with an average of three persons per household. This is nearly \$12,000 per year lower than the state average. Further, while minorities make up 21% of the population, only 5% of city businesses are minority-owned or managed. (2000 U.S. Census) Finally, it has been speculated that when considering undocumented residents, the percentage of minorities could double.

The target population is Salt Lake City residents. There are more drug cases than SLCPD narcotics squads can investigate. By prioritizing cases, the squad is able to make certain that cases are not overlooked. The squad prioritizes cases in which intelligence is gathered showing the presence of elderly or child victims. Those cases are automatically handled by the squad as highest priority. Other, smaller cases can be handed off to the Department's Fusion Center or gang unit. In this way, all cases are appropriately investigated.

**Additional Resources:** SLCPD receives federal funding for drug-related enforcement from several other sources. First, Department of Justice Office of Community Oriented Policing Services (COPS) provided \$200,000 for the purpose of equipping a clandestine lab response trailer, computer software for processing drug labs and tracking evidence, educational materials for the public, as well as the purchase of a state of the art mobile surveillance system.

Second, the Office of Justice Programs Bureau of Justice Assistance provided a \$150,000 grant to promote public awareness of the methamphetamine problem in the Salt Lake Valley. The grant provides funding for the production of public service announcements in the form of video clips, billboards throughout the valley, and educational materials and training for local law enforcement, mental health, substance abuse and related professionals. Additionally, the funding provides an independent evaluation of the Salt Lake City Police Department Methamphetamine Initiative.

Third, SLCPD receives federal resources from Rocky Mountain High Density Drug Trafficking Area (HIDTA) to fund two additional law enforcement officers to participate in the DEA Metro Narcotics Task Force, for a total of six detectives and one sergeant. Finally, SLCPD participates in the federal asset forfeiture equitable sharing program, into which SLCPD contributed nearly \$200,000 last year. Additionally, as mentioned above, SLCPD is a major member of the DEA Metro Narcotics Task Force which contributed

more than \$356,000 in federal asset forfeiture. These are two of the top contributors for Utah in both the state and federal asset forfeiture program.

**Multi-Jurisdictional Drug and Gang Task Forces:** SLCPD participates in both drug and gang multi-jurisdictional task forces in Salt Lake County. We contribute six detectives and one sergeant as full-time officers with DEA Metro-Narcotics Task Force, as well as two full-time detectives in the Metro-Gangs Task Force. Additionally, four detectives and one sergeant, assigned as City Gang officers, also assist the Metro-Gangs Task Force. The SLCPD SWAT team, consisting of two sergeants and 12 detectives, also assists both task forces as needed. Salt Lake City is somewhat unique in that it operates its own city gang and city narcotics units in addition to and independent of participation in the task forces.

**SLCPD Staffing:** Salt Lake City Police Department's current approved staffing strength, along with grant funded positions, is 425 sworn officers. Our current staffing level is 415 Sworn officers.

## Budget Narrative

### CONTRACTED SERVICES

<b>Request for 2007</b>	<b>Total Contracted Fees \$</b>
0	0

### EQUIPMENT, SUPPLIES, AND OPERATING (ESO)

#### Request for 2007:

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
<b>HP 2300n Printer -</b>	<b>1 @ \$700</b>	<b>\$ 700</b>
This printer will replace the old printer that is no longer efficient or cost effective. It will be used to print all photographs taken during narcotic search warrants.		
<b>Eotech or Aimpoint Heads-up Weapon Sighting Systems-</b>	<b>12 @ \$450</b>	<b>\$5,400</b>
Warrant service teams operating in hazardous environments, such as methamphetamine sites, are required to don personal protective gear including gas masks or self-contained breathing apparatus (SCBA). The heads-up sighting systems are essential for officer, offender, and citizen safety when wearing a gas mask or SCBA gear in tactical entry situations.		
<b>NIK Test cocaine swabs</b>	<b>40 @ \$ 42.50</b>	<b>\$1,700</b>
These test swabs are very easy to use during search warrants, to test surfaces for cocaine, when dealing with child endangerment cases.		
<b>LEA Backpack Repeater</b>	<b>1 @ \$4,195</b>	<b>\$4,195</b>
The current undercover transmitter worn by our narcotic officers is not effective. The need for a repeater that can boost the signal of the transmitter is needed and will increase the safety of our undercover officers.		
<b>LEA Transmitter</b>	<b>1 @ \$1,595</b>	<b>\$1,595</b>
The transmitter currently being utilized by our narcotic detectives is several years old, and quite inefficient. This transmitter will increase the safety of our undercover officers in the field.		
<b>LEA Ballcap Transmitter</b>	<b>1 @ \$1,400</b>	<b>\$1,400</b>
As with the above transmitter, our old one is inefficient, and we have only one. Through the use of another type of transmitter, we are able to move the transmitter to places where they cannot be detected, and we are able to have more than one operation at the same time in different places.		

**U.S. Currency to purchase narcotics "buy money"**  
**10 buys @ \$500 each** **\$5,000**

**Total ESO: \$20,000**

The SLCPD uses buy money to provide evidence of illegal drug deals. The narcotic unit has developed informants capable of purchasing narcotics from several larger drug organizations within Salt Lake City. These types of investigations can require larger buys than what is routine for the squad. This money allows us to pursue these larger organizations. The project will enable the department to conduct mid-level buys, from these larger organizations, that provide evidence for more serious drug crimes.

### **TRAVEL/TRAINING**

**Request for 2007: 0** **Total Travel Training: 0**

**TOTAL PROGRAM BUDGET: \$20,000**

**Salt Lake City Corporation**  
**CAMP DOCUMENT ROUTING FORM**  
**CITY SIGNATURE AND ACTIVATION PROCESS**

August 28, 2007

Contract Number:	06-5-08-2781	Project:
Contractor:	21736	UTAH STATE COMMISSION OF CRIMINAL
Contract Title:	STATE OF UT - OFFICE OF CRIME VICTIMS REPARATIONS	
Monitor:	SIMARJIT GILL	

**Please complete your Step and forward to the next Step.**

**STEP 1 ACCOUNTING DIVISION - Encumber Funds**

<p><i>Answer letter &amp; application only.</i></p>	<p>I certify that funds are available. _____  <b>OR</b> Accounting Signature _____ Date _____</p> <p>I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system.</p> <p style="text-align: right;"><i>Loam</i> _____ <i>But</i> _____ <i>8/28/07</i> _____  Accounting Signature _____ Date _____</p> <p>Funding Source: _____  Dept - _____ Cost Center - _____ Object Code _____ \$ _____ <i>0</i></p> <p>Attach additional paperwork if more funding sources are needed. Limit \$ _____ <i>0</i></p>
---	--

**STEP 2 CITY ATTORNEY'S OFFICE - Final Approval**

<p><b>Leave Blank</b></p> <p style="text-align: center;"><b>For</b></p> <p><b>Date Stamp</b></p>	<p>Attorney: <i>Melanie Reif</i> _____ Insurance Required: N</p> <p>Perf Bond Required: N</p> <p>Pmt Bond Required: N</p> <p>This document has been approved as to form. _____</p> <p style="text-align: right;">_____  Attorney's Signature _____ Date _____</p> <p style="text-align: center;"><i>Previously signed Application</i></p>
--	---

**STEP 3 MAYOR'S OFFICE - Sign Document**

<p><b>Leave Blank</b></p> <p style="text-align: center;"><b>For</b></p> <p><b>Date Stamp</b></p>	<p><b>INSTRUCTIONS:</b>  <u>Sign ALL documents.</u></p> <p>Authorized Signer: <i>Ross C. Anderson</i> _____ <i>Mayor</i> _____  Name _____ Dept/Div _____</p> <p style="text-align: center;"><i>Previously signed Application</i></p> <p><b>Forward ALL Signed documents to the Recorder's Office</b></p>
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**STEP 4 RECORDER'S OFFICE - Activate**

<p><b>Leave Blank</b></p> <p style="text-align: center;"><b>For</b></p> <p><b>Date Stamp</b></p>	<p><b>INSTRUCTIONS:</b></p> <p>When activated, keep 1 signed document, send other signed document(s) to:</p> <p><i>Shaerie Collins</i> _____ <i>HAND</i> _____ <i>6150</i> _____  Name _____ Department or Division _____ Phone _____</p>
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JON M. HUNTSMAN, JR.  
Governor

GARY R. HERBERT  
Lieutenant Governor

# State of Utah

## OFFICE OF CRIME VICTIM REPARATIONS

RONALD B. GORDON, JR.  
Director, CVR

August 8, 2007

RECEIVED  
AUG 14 2007  
SALT LAKE CITY  
PROSECUTOR'S

Padma Veeru-Collings  
Salt Lake City Corporation  
349 South 200 East Ste. 500  
Salt Lake City, Utah 84111

Dear Ms. Veeru-Collings,

I am pleased to inform you that the Utah Office of Crime Victim Reparations (OCVR) has approved an award in support of the Salt Lake City Prosecutor's Office in the amount of \$48,298.49. **Please use the assigned grant number 06-VAWA-24 in all correspondence regarding this project.** The award period is from **July 1, 2007 through June 30, 2008.**

By accepting this award, you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, and resolution of all audit findings. Should your organization not adhere to the terms and conditions of this award, it is subject to termination for cause or other administrative action as appropriate. For these reasons, I encourage you to read the Certified Assurances and Grant Conditions, as they summarize important grant management issues.

Note that all project-related materials and accounting records must be maintained for a period of three years from the date of your last financial status report, unless an audit has been initiated or unresolved audit findings remain. All records must be maintained until the audit findings are resolved.

Enclosed is one copy of the approved contract with attachments. Also enclosed are copies of the Financial Status Reports, Grant Change Request Form, and quarterly Grant Progress Report form. Please make additional copies of these forms to be used during the grant period and submit the reports to CVR as required. These forms are also available on CVR's website at [www.crimevictim.utah.gov](http://www.crimevictim.utah.gov). The quarterly Grant Progress Report and Financial Status Report must be submitted at least quarterly-no later than April 30, July 31, October 31, and January 31. Financial reports may be submitted on a monthly basis. The Annual Performance Report is due January 21, 2007, three weeks after the grant period ends.

If you have any questions regarding this award, please contact Christine Watters, Victim Services Coordinator, Office of Crime Victim Reparations at 801-238-2369. We look forward to working with you during the coming program year.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald B. Gordon".

Ronald B. Gordon  
Director



# VAWA COVER SHEET



**STATE OF UTAH**  
**OFFICE OF CRIME VICTIM REPARATIONS**  
 350 East 500 South, Suite 200  
 Salt Lake City, Utah 84111  
 (801) 238-2360 (801) 533-4127 FAX  
**2006 APPLICATION FOR**  
**VIOLENCE AGAINST WOMEN FORMULA GRANT FUNDS**

**RECEIVED**  
**FEB 16 2007**  
**CVR**

**1. Subgrantee Agency Information**

Agency Name: Salt Lake City Corporation  
 Address: 349 South 200 East, Suite 500  
 City/Zip Code: Salt Lake City Corporation  
 Phone Number: 801-535-7767  
 FAX Number: 801-535-7251/7253  
 E-Mail: \_\_\_\_\_

*Section 2 will automatically sum*

**2. Amount Requested** \$ 48,298.49

**3. Contact Person**

Name: Padma Veeru-Collings  
 Title/Position: Senior Asst. City Prosecutor  
 Phone Number: 801-535-7762  
 E-Mail: padma.veeru-collings@slcgov.com

**4. Program Period**

7/1/2007 Begin Program Date  
6/30/2008 End Program Date

**5. District/Counties Served**

UT 01, UT02/Salt Lake County

**6. Federal Tax ID #:** 87-60000279

**7. For this Victim Service Program indicate:**  
*a. will automatically calculate in FTE form*

a. Number of Paid Staff (FTE) 1.00

*(FTE) = Full Time Equivalent*

**8. Project Short Title or Name - state below**

Court Victim Assistance

**9. Purpose of Award - check only one**

Initiate a New Program  
 Enhance or Expand an Existing Program  
 NOT Funded by VAWA in the Previous Year  
 Continuation of Grant # - specify below  
05-VAWA-25

**10. Funding Category - check only one**

Law Enforcement  
 Prosecution  
 Victim Services  
 Discretionary  
 Courts

**11. Type of Crime the Project Focuses on:**  
*List the number of victims to each type of crime.*

Domestic Violence 300 97%  
 Stalking 10 3%  
 Sexual Assault \_\_\_\_\_  
**TOTAL** 310

*(Total & Percents will automatically calculate)*

**12. Type of Implementing Agency - check one**

Criminal Justice Governmental  
 Non-Criminal Justice Governmental  
 Private Non-Profit  
 Native American Tribe  
 Other (describe): \_\_\_\_\_

**13. If the Implementing Agency is a Criminal Justice Agency, which type?**

Law Enforcement  
 Prosecution  
 Probation  
 Corrections  
 Courts  
 Other (describe): \_\_\_\_\_

**14. Scope of Project - Please check only one**

State-wide  
 Judicial Districts  
 County/Counties  
 Local (city or town)  
 Indian Tribe  
 Other (describe): \_\_\_\_\_

**15. Subgrant Match Financial support from other Non-Federal Source(s)**

a. Source(s) of Cash Match	b. Source(s) of In-kind Match
1 Salt Lake City Corp.	1 _____
2 _____	2 _____
3 _____	3 _____

Minimum Match: 16,099:50  
*25% of Total Costs. Will automatically sum*

Value of Cash:	17,786.31
Value of In-kind:	_____
<b>TOTAL VALUE</b>	_____
of MATCH:	<b>17,786.31</b>

*Match section will automatically sum*

**NOTE: Section 16 will automatically calculate and sum following completion of the Budget Detail and Match Worksheets.**

16. Project Budget Summary	TOTAL COSTS	VAWA Funds	Cash Match	In-kind Match
a. Personnel:	63,343.80	48,298.49	15,045.31	
b. Contracted Fees:				
c. Equipment:	2,741.00		2,741.00	
d. Travel/Training:				
e. Supplies:				
f. Other:				
<b>TOTAL COSTS:</b>	<b>66,084.80</b>	<b>48,298.49</b>	<b>17,786.31</b>	

**17. Official Authorized to Sign**

Name: Ross C. Anderson  
 Position: Mayor  
 Signature: [Signature]  
 Date of Signature: 02/14/07

**18. Program Director or Manager**

Name: Padma Veeru-Collings  
 Position: Sr. Asst. City Prosecutor  
 Signature: [Signature]  
 Date of Signature: 02/14/07

**For OCVR use only**

OCVR Approval: [Signature] 8/9/07 Date  
 Date: \_\_\_\_\_

## REQUIRED VAWA QUESTIONS

**1. Project's Purpose Area(s):** Please indicate the approximate PERCENT of effort committed to each area. *(Please add approximate percent for all area(s) that apply, not to exceed 100 percent total)*

<input type="checkbox"/> % Training	<input type="checkbox"/> % Policies, Protocols, Orders and Services	<input type="checkbox"/> % Coordination and Multi-Disciplinary
<input checked="" type="checkbox"/> 75 % Victim Services	<input type="checkbox"/> % Indian Populations	<input type="checkbox"/> % Training Forensic Medical Personnel Examiners
<input type="checkbox"/> % Special Unit	<input checked="" type="checkbox"/> 10 % Data/Communications Systems	<input type="checkbox"/> % Older and Disabled Women
<input type="checkbox"/> % Stalking	<input checked="" type="checkbox"/> 15 % Other: <input style="border: 1px dashed black; width: 50px; height: 15px;" type="text"/>	<input type="checkbox"/> % Immigration

**Percent Indicator**

100 %

*Must equal 100%*

**2. Who is directly attending, using or receiving project services or activities?** *(Please check all that apply)*

<input checked="" type="checkbox"/> Law Enforcement	<input checked="" type="checkbox"/> Victims
<input checked="" type="checkbox"/> Prosecution	<input checked="" type="checkbox"/> Public Sector Victim Services Providers
<input checked="" type="checkbox"/> Court Personnel <i>(judges, magistrates, clerks, etc.)</i>	<input checked="" type="checkbox"/> Private Non-Profit Victim Services Providers
<input checked="" type="checkbox"/> Children/Youth <i>(e.g., children of battered women residing in a shelter)</i>	
<input checked="" type="checkbox"/> The General Public <i>(e.g., public education or awareness designed to enhance services to women)</i>	
<input type="checkbox"/> Other: <i>(Please list)</i> <input style="border: 1px dashed black; width: 400px; height: 20px;" type="text"/>	

**3. Type of service or activity provided by the project:** *(Please check all that apply)*

**A. Victim Services:**

Direct services for victims designed to meet personal needs through counseling, therapy, safety planning, shelter, education/awareness, etc..

Individual case advocacy for specific victims focused on helping them through the criminal and civil justice systems or other systems such as financial aid, housing, employment, health care, etc.

Systems change advocacy (not related to individual victims) focused on promoting changes in justice and other systems to benefit all victims in general.

Other: *(Please specify)*

**B. Expanding Agency Capacity:** *(fill out this section if you checked ENHANCE an EXISTING PROGRAM on the COVER SHEET)*

Increase staffing       Purchase equipment or supplies       Enhance staff skills

Develop resource materials *(e.g., notice of victims' rights or services, officers' or prosecutors' handbook benchbook, materials translated into another language, etc.)*

Other: *(Please specify)*

**C. Enhance System-wide Capacity in the Community or State:**

Needs or resource assessment/planning       Provide technical assistance to other agencies

Enhance coordination/communication on a larger community or system-wide basis within disciplines *(e.g., a project to establish a state-wide coalition of sexual assault victim service providers.)*

Enhance coordination/communication on a larger community or system-wide basis across disciplines *(e.g., a project to support a multidisciplinary coordinated community response in a city or county.)*

Evaluates S.T.O.P. subgrant activities       Other:

**4. Indicate which populations are considered under-served in your area: (Please check all that apply)**

There are NO under-served populations in this geographical area. (If checked, skip to question 7)

**A. Geographic Location:**

Rural area  Tribal area  
 Under-served urban area  Other: \_\_\_\_\_

**B. Racial/Ethnic Population:**

African-American  Asian-American  Hispanic  
 Pacific Islander  Native American  Other: Eastern European, Somalians

**C. Non-English Speaking:**

Spanish-speaking  Other: Slavic Languages & African Languages  
 Speakers of an Asian language

**D. Special Needs:**

Mentally/emotionally challenged women  Physically/medically challenged women  
 Older women  Migrant farm workers  Lesbians  
 Immigrants  Women @ risk (e.g., incarcerated, prostitutes, substance abusers, etc.)  
 Other: (Please Specify) \_\_\_\_\_

**5. Will this project EMPHASIZE (make specific efforts to reach or serve) an under-served population?**

NO  
 YES - this project will emphasize the following under-served population classifications:

**A. Geographic Location:**

Rural area  Tribal area  
 Under-served urban area  Other: \_\_\_\_\_

**B. Racial/Ethnic Population:**

African-American  Asian-American  Hispanic  
 Pacific Islander  Native American  Other: Any other group req. assistance

**C. Non-English Speaking:**

Spanish-speaking  Other: \_\_\_\_\_  
 Speakers of an Asian language

**D. Special Needs:**

Mentally/emotionally challenged women  Physically/medically challenged women  
 Older women  Migrant farm workers  Lesbians  
 Immigrants  Women @ risk (e.g., incarcerated, prostitutes, substance abusers, etc.)  
 Other: (Please Specify) Homeless women and women victims of other violent crimes

**6. Which of the following methods will be used to reach or serve under-served populations? (Please check all that apply)**

- Members of the population will be hired or used as staff or volunteers.
- Staff or volunteers who speak the population's language will be hired or used.
- Materials in the appropriate language (including Braille and TTY services) will be provided to members of the population.
- Special outreach efforts will be made to reach members of the population, such as opening satellite offices.
- Staff or volunteers will receive training to increase cultural competence, such as training in norms and values of the relevant population.
- Special services tailored to their unique needs and appropriate to their culture will be provided to members of the population.
- The subgrantee agency or its affiliates will build partnerships with other agencies that serve or represent the population.
- The subgrantee agency or its affiliates is an agency that serves or represents the population.
- Other: (Please specify) \_\_\_\_\_

**7. Full Faith and Credit Issues:**

Does this project address INTRASTATE enforcement of protection orders - enforcement across the localities or tribes WITHIN A STATE?

- YES                       NO

Does this project address INTERSTATE enforcement of protection orders - enforcement across the localities or tribes of DIFFERENT STATES?

- YES                       NO

**8. Project Evaluation: (Please check all that apply)**

**A. Who is evaluating the effectiveness of the project:**

- Subgrantee agency personnel                       State agency awarding subgrant
- Independent evaluators

**B. How is the effectiveness of the project being evaluated:**

- Review of Subgrantee reports, phone contacts, and/or site visits for monitoring purposes.
- Collection and analysis of statistical systems data (e.g., arrest reports).
- Obtaining feedback on immediate impact before participants, attendees, users, or recipients leave the site of the service, training, etc.
- Obtaining feedback on longer-term impact on victims.
- Obtaining feedback on longer-term impact on professionals, agencies, coordination among agencies, etc.
- Other: (Please specify) \_\_\_\_\_

## PROGRAM BUDGET

The applicant must provide a budget with detailed justification for all costs, including a basis for computation of these costs. The program budget must be complete, reasonable and cost-effective in relation to the proposed program. **This section should include the (1) Budget Detail Worksheet, (2) Match Worksheet, (3) the Program Expenditure Comparison Summary, and (4) the Equipment Summary Sheet.** It is important that instructions on each section are strictly followed. **THE TOTALS OF EACH SECTION WILL AUTOMATICALLY SUM AND TRANSFER TO THE CONTRACT COVER SHEET.**

### BUDGET DETAIL WORKSHEET

**A. Personnel** - (1) List each employee by name (*if available*); (2) the total hours this employee will provide to your agency (**ex: the employee listed provides 2080 hours to the agency although the VAWA request may only be funding 1560 of the 2080 hours**); (3) the position/title; (4) indicate the number of hours the employee will spend on the project (**VAWA funded hours**); and (5) indicate the hourly rate of reimbursement. Include only individuals assigned to the program whose salaries are paid with VAWA victim assistance monies. **PLEASE DO NOT LIST ANY MATCH AMOUNTS IN THIS SECTION.** NOTE: Each agency will be required to keep detailed documentation of VAWA Personnel & Fringe Benefit expenditures (e.g. time-sheets, check stubs, activity log, etc).

Name (if not yet hired, list "New")	Agency Hours	Position/Title	VAWA Hours	Hourly Rate	TOTAL SALARY
1 NEW	2080	Court Victim Advocate	2080	\$15.94	33,155.20
2					0.00
3					0.00
4					0.00
5					0.00
6					0.00
7					0.00
8					0.00
9					0.00
10					0.00

TOTAL VAWA FUNDED HOURS: 2080

TOTAL PERSONNEL: \$33,155.20

**B. Fringe Benefits** - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are only for the personnel listed in Budget Category (A) and only for the percentage of time devoted to the project. (1) Indicate personnel name or position; (2) include all applicable benefit categories VAWA will fund. Please abbreviate each category (**FIC=FICA; MED=medicare; INS = insurance; UNE=unemployment; RIT=retirement; OTH=all other**); (3) List the total salary (**not to exceed amounts in section A**); and (4) the total fringe benefit percentage. **PLEASE BE SURE TO INCLUDE THE PERCENTAGE SIGN (ex: 30%).** This table will calculate and sum the total benefit for each position listed. **PLEASE DO NOT LIST ANY MATCH AMOUNTS IN THIS SECTION.**

Name or Position	List Benefit Type	Total Salary	Benefit Percent	BENEFIT COST
1 NEW	FICA	33,155.20	7.65%	2,536.37
2	RIT	33,155.20	11.59%	2,710.09
3	OTH - 501c(9)	33,155.20	1.81%	600.11
4	INS- Life	33,155.20	0.41%	135.94
5	INS - Health	33,155.20	27.63%	9,160.78
6				0.00
7				0.00
8				0.00
9				0.00
10				0.00
11				0.00

TOTAL BENEFIT COST: \$15,143.29

**TOTAL PERSONNEL/BENEFIT:** \$48,298.49

**C. Personnel & Fringe Benefit Justification** - Justify all VAWA funded changes to your agency's staff, including: (a) salary and/or fringe benefit increases; (b) increased number of VAWA funded hours; (c) VAWA funded staff changes and/or position adjustments; and (d) new VAWA funded personnel. **NOTE: GRANT FUNDS MAY NOT BE USED TO REPLACE STATE OR LOCAL FUNDS THAT WOULD, IN THE ABSENCE OF FEDERAL AID, BE AVAILABLE OR FORTHCOMING FOR PROGRAMS TO COMBAT VIOLENCE AGAINST WOMEN. INSTEAD, GRANT FUNDS MUST BE USED TO INCREASE THE TOTAL AMOUNT OF FUNDS USED TO COMBAT VIOLENCE AGAINST WOMEN. POTENTIAL SUPPLANTING SHOULD BE EXPLAINED IN THIS SECTION. Space is limited to the area below. To "Tab" within the Text Box press "Ctrl" & "Tab"**

Personnel Name (this section will fill automatically following completion of the Personnel Section of the Detailed Budget Worksheet).	Indicate Change (1) specify which change: either (a), (b), (c), or (d) from the instructions above; and (2) specify the amount of increase (\$ or hrs)	VAWA funds will be used to hire a court victim advocate to work within the Prsoecutors Office and provide court advocacy for victims of domestic violence whose offenders have been criminally charged by the Salt Lake City Prosecutors office. While the Victim Advocate Program of the SLC Police Department currently provides victim services for victim of domestic violence, they do not have sufficient resources to provide victim in-court support advocacy. Consequently, victims are receiving little or no advocacy during the court process. The court advocate will provide victims with advocacy throughout the criminal justice process but specific focus will be on making contact with all victims who will be subpoenaed to testify in court against the offender. This will ensure that victims have advocacy during a difficult process and also help ensure victim cooperation to the successful prosecution of the offender.
1 NEW		
2 0		
3 0		
4 0		
5 0		
6 0		
7 0		
8 0		
9 0		

**D. Contracted Fees** - (1) Specify the type of consultant services or contracts needed; (2) list the total amount of hours dedicated to the project; and (3) indicate the rate of reimbursement. **The maximum reimbursement amount for contract fees is \$56.25 per hour or \$450 per eight hour work day. All consultant services or contracts must be pre-authorized by OCVR and must be bid through the proper channels. PLEASE DO NOT INCLUDE ANY MATCH AMOUNTS IN THIS SECTION.**

Type of Consultant Services or Contracts	Total Hours/etc.	Rate	CONTRACTED FEES
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
6			0.00

**TOTAL CONTRACTED FEES: \$0.00**

**E. Equipment** - List nonexpendable items that are to be purchased. Nonexpendable equipment is tangible property having a useful life of more than 1 year and/or an acquisition cost of \$1,000 or more per unit. **ALL APPLICANTS are required to fill out and sign the Equipment Summary (Section "F").** Remember, if the equipment is used for other programs, the acquisition cost must be shared with those programs (example: acquisition cost x 60% VAWA usage). (1) List the equipment to be purchased; (2) list the VAWA Use Percentage; (3) indicate the quantity; and (4) indicate the unit price. **PLEASE INCLUDE THE PERCENTAGE SIGN IN THE VAWA USE CATEGORY (example: 60%). PLEASE DO NOT INCLUDE ANY MATCH AMOUNTS IN THIS SECTION.**

Item	VAWA Use Percentage	Quantity	Unit Price	EQUIPMENT COST
1				0.00
2				0.00
3				0.00
4				0.00

5					0.00
6					0.00
7					0.00
8					0.00
9					0.00
<b>TOTAL EQUIPMENT COST:</b>					<b>\$0.00</b>

**F. Travel** - Include (1) the travel destination and purpose; (2) the anticipated miles to be traveled; and (3) the per-mile reimbursement rate (Non-state agencies may charge up to \$0.445 per mile. State agencies must follow their agency's mileage rates). Agencies will be required to keep a current travel log with miles traveled, odometer reading, purpose of travel, date of travel, driver, and signature. PLEASE DO NOT INCLUDE ANY MATCH AMOUNTS IN THIS SECTION.

	Travel Destination/Purpose	Total Miles	Per-Mile Rate	TRAVEL COST
1				0.00
2				0.00
3				0.00
4				0.00
5				0.00
6				0.00
<b>TOTAL TRAVEL COST:</b>				<b>\$0.00</b>

**Training** - Include (1) the name of conference and category (hotel, flight, per diem, cab, registration, etc.); (2) the number of people attending (list as "1" person if: sharing rooms/cab/etc. or costs are combined); (3) the number of anticipated days (list as "1" for registration, cab, flight and any cost where the number of days are not a factor); and (4) the rate of hotel, registration, per diem, flight and other associated training costs (PLEASE SEPARATE EACH COST). NOTE: Subgrantees are required to keep accurate documentation (e.g. receipts, agendas, etc). PLEASE DO NOT INCLUDED ANY MATCH AMOUNTS IN THIS SECTION.

	Conference Name & Category <i>Hotel/Registration/flight/Cab/Per Diem/etc.</i>	Number of People Attending <i>If sharing rooms, cab, etc., list as "1" person.</i>	Number of Days <i>-enter "1" for Registration, Cab, &amp; Flight -</i>	Rate: <i>Hotel/Registration/Per Diem/ &amp; Flight/etc.</i>	TRAINING COST
EX:	NOVA Conf - Hotel	2	3	\$65.00	\$390.00
EX:	NOVA Conf - Per Diem	2	3	\$26.00	\$156.00
EX:	NOVA Conf - Registration	2	1	\$75.00	\$150.00
1					0.00
2					0.00
3					0.00
4					0.00
5					0.00
6					0.00
7					0.00
8					0.00
9					0.00
10					0.00
11					0.00
<b>TOTAL TRAINING COST:</b>					<b>\$0.00</b>

**TOTAL TRAVEL/TRAINING: \$0.00**

**G. Supplies** - (1) List items within this category by major type (e.g. office supplies, telephones, utilities, postage, etc). Generally, supplies include materials that are expendable or consumed during the course of the project. Large items should be separately listed and identified. (2) List the quantity of the item (if quantity item is unknown or difficult to determine, give best estimation); and (3) list the unit price. **NOTE: Subgrantees are required to maintain detailed documentation of expenditures (e.g. receipts with date, cost, etc). PLEASE DO NOT INCLUDE ANY MATCH AMOUNTS IN THIS SECTION.**

	Item & Description	Quantity	Unit Price	SUPPLIES COST
1				0.00
2				0.00
3				0.00
4				0.00
5				0.00
6				0.00
7				0.00
8				0.00
9				0.00
10				0.00
11				0.00

**TOTAL SUPPLIES COST: \$0.00**

**H. Other** - Other funds are those monies that are allocated to assist victims of crime for emergency purposes (petty cash funds) and miscellaneous items. (1) List the item and brief description; (2) list the quantity of the item; and (3) list the unit price. **PLEASE DO NOT INCLUDE ANY MATCH AMOUNTS IN THIS SECTION.**

	Item & Description	Quantity	Unit Price	OTHER COST
1				0.00
2				0.00
3				0.00
4				0.00
5				0.00

**TOTAL OTHER COST: \$0.00**

**TOTAL VAWA GRANT COST: \$48,298.49**



VAWA funded programs are required to provide 25 percent of the total program costs with non-VAWA and non-Federal funds. The program match must be complete, reasonable, and cost-effective in relation to the proposed program. REMEMBER: In-kind is a match associated with donating (ex: received a computer through donation). Cash is a match associated with an exchange of money (ex: purchased a computer for the program). THE TOTALS OF EACH SECTION WILL BE AUTOMATICALLY SUMMED AND TRANSFERRED TO THE CONTRACT COVER SHEET.

### MATCH WORKSHEET

**A. Personnel Match** - The personnel match section are costs with non-VAWA and non-Federally funded agency employees who provide services to the VAWA project. (1) List source of match; (2) List each employee by name and position; (3) indicate the number of hours used in calculating the cash match for this project; and (4) indicate the hourly rate of reimbursement. Match funds include any individuals assigned to the program whose salaries are NOT paid with VAWA or other federal funds. **THIS IS A CASH MATCH SECTION. NOTE: If personnel services are donated to the project, involving no cash exchange for services, the amount amounts should be listed under the Volunteer section of the Match Worksheet as in-kind match.**

List Source(s) of Match (example: United Way, County, etc.)

	Name	Position	Total Hours	Hourly Rate	TOTAL SALARY
1	Padma Veeru-Collings	Program Coordinator	250	\$32.25	8,062.50
2	S. Collins	Financial Monitor	100	\$24.75	2,475.00
3	Margaret Heath	Paralegal	50	\$20.07	1,003.50
4					0.00
5					0.00

TOTAL VAWA MATCH HOURS: 400

TOTAL PERSONNEL CASH MATCH: \$11,541.00

**B. Fringe Benefits Match** - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for personnel listed in the match Budget Category "A" and only for the percentage of time devoted to the project. (1) Indicate personnel name and/or position; (2) the total salary (not to exceed amounts in-section A); and (3) the match fringe benefit percentage. **PLEASE BE SURE TO INCLUDE THE PERCENTAGE SIGN (example: 30%).** This table will calculate the total match benefit automatically for each position listed. **THIS IS A CASH MATCH SECTION (see personnel match explanation, Section A).**

	Name/Position	Total Salary	Benefit Percent	BENEFIT COST
1	Padma Veeru-Collings	8,062.50	30.64%	2,470.35
2	S. Collins	2,475.00	26.60%	658.35
3	Margaret Heath	1,003.50	37.43%	375.61
4				0.00
5				0.00

TOTAL FRINGE BENEFIT CASH MATCH: \$3,504.31

**TOTAL PERSONNEL/BENEFIT CASH MATCH: \$15,045.31**

**C. Volunteers** - A volunteer is one who provides direct services for your program without receiving compensation. (1) List each volunteer by position and/or name (if there are more than one volunteer under the same position title, indicate the approximate number of volunteers next to that position); (2) briefly describe the volunteer(s) duties; (3) indicate the number of hours the volunteer(s) will spend on this program; and (4) list the rate in which the volunteer position is valued. The total volunteer match will calculate and sum automatically. **THIS IS AN IN-KIND MATCH SECTION.**

	Position	Duties	Total Hours	Hourly Rate	VOLUNTEER VALUE
1					0.00
2					0.00
3					0.00
4					0.00
5					0.00

**TOTAL VOLUNTEER VALUE (IN-KIND MATCH): \$0.00**

**D. Contracted Fees Match-** (1) List source of match; (2) Specify the type of consultant services or contracts needed; (3) list the amount of hours dedicated to the project; and (4) indicate the hourly rate of match. **THIS IS A CASH MATCH SECTION.**

List Source(s) of Match (example: United Way, County, etc.)

	Type of Consultant Services or Contracts	Total Hours/etc.	Rate	CONTRACTED FEES
1				0.00
2				0.00
3				0.00
4				0.00

**TOTAL CONTRACTED FEES CASH MATCH: \$0.00**

**THIS IS AN IN-KIND MATCH SECTION.**

	Type of Consultant Services or Contracts	Total Hours/etc.	Rate	CONTRACTED FEES
1				0.00
2				0.00
3				0.00
4				0.00

**TOTAL CONTRACTED FEES IN-KIND MATCH: \$0.00**

**E. Equipment -** (1) List source of match; (2) List nonexpendable items that have been donated for program use. Nonexpendable equipment is tangible property having a useful life of more than 1 year and/or an acquisition cost of \$1,000 or more per unit. **NOTE:** if the equipment is used for other programs, the amount must be shared with those programs (match amount x 60% VAWA usage). **PLEASE INCLUDE THE PERCENTAGE SIGN IN THE VAWA USE CATEGORY (example: 60%).** (3) List the VAWA use percentage; next (4) indicate the quantity of equipment; and (5) indicate the unit price. **THIS IS A CASH MATCH SECTION.**

List Source(s) of Match (example: United Way, County, etc.)

	Item	VAWA Use Percentage	Quantity	Unit Price	EQUIPMENT COST
1	Computer (\$166/mo lease)	100%	1	\$1,992.00	1,992.00
2	IMS Equipment Set-up Fees	100%	1	\$300.00	300.00
3	Telephone (\$29.42/month)	100%	1	\$353.00	353.00
4	Voice Mail (\$8.00/month)	100%	1	\$96.00	96.00
5					0.00

**TOTAL EQUIPMENT CASH MATCH: \$2,741.00**

**THIS IS AN IN-KIND MATCH SECTION.**

	Item	VAWA Use Percentage	Quantity	Unit Price	EQUIPMENT COST
1					0.00
2					0.00
3					0.00
4					0.00
5					0.00

**TOTAL EQUIPMENT IN-KIND MATCH: \$0.00**

**F. Travel/Training Match** - For travel match include: (1) source of match; (2) the travel destination; (3) number of miles to be traveled and (4) the per-mile rate (*Non-state agencies may charge up to \$0.445 per mile*). **THIS IS A CASH MATCH SECTION.**

List Source(s) of Match (example: United Way, County, etc.)				
	Travel Destination & Purpose	Total Miles	Per-Mile Rate	TRAVEL COST
1				0.00
2				0.00
3				0.00
4				0.00
<b>TOTAL TRAVEL CASH MATCH:</b>				<b>\$0.00</b>

<b>THIS IS AN IN-KIND MATCH SECTION.</b>				
	Travel Destination & Purpose	Total Miles	Per-Mile Rate	TRAVEL COST
1				0.00
2				0.00
3				0.00
4				0.00
<b>TOTAL TRAVEL IN-KIND MATCH:</b>				<b>\$0.00</b>

**Training Match** - For training match include: (1) the name of the conference and category (*ex: Hotel, Registration, etc.*); (2) the number of people attending; (3) the number of anticipated days; and (4) the rate of hotel, registration, per diem, flight, etc. (**PLEASE SEPARATE EACH COST**). **THIS IS A CASH MATCH SECTION.**

	Conference Name & Category <i>Hotel/Registration/Flight/Cab/Per Diem/etc. (ex: NOVA - Hotel)</i>	Number of People Attending <i>If sharing rooms, cab, etc., list as "1" person</i>	Number of Days <i>---enter "1" for Registration, Cab, &amp; Flight---</i>	RATE: <i>Hotel/Registration/Per Diem/ &amp; Flight/etc.</i>	TRAINING COST
1					0.00
2					0.00
3					0.00
4					0.00
5					0.00
6					0.00
<b>TOTAL TRAINING CASH MATCH:</b>					<b>\$0.00</b>

<b>THIS IS AN IN-KIND MATCH SECTION.</b>					
	Conference Name & Category <i>Hotel/Registration/Flight/Cab/Per Diem/etc. (ex: NOVA - Hotel)</i>	Number of People Attending <i>If sharing rooms, cab, etc., list as "1" person</i>	Number of Days <i>---enter "1" for Registration, Cab, &amp; Flight---</i>	RATE: <i>Hotel/Registration/Per Diem/ &amp; Flight/etc.</i>	TRAINING COST
1	The victim advocate will attend meetings and collaborate with other victim advocates through				0.00
2	the Safe at Home Coalition, the SLCPD victim advocates, Statewide Victim Advocate meetings				0.00
3	and training and the Utah Domestic Violence Coalition. Additionally, where possible, based				0.00
4	on available funding, the victim advocate will attend appropriate D.V. Conferences that deal				0.00
5	with domestic violence victims issues i.e. safety planning,				0.00
6					0.00
<b>TOTAL TRAINING IN-KIND MATCH:</b>					<b>\$0.00</b>

**TOTAL TRAVEL/TRAINING CASH MATCH:** \$0.00

**TOTAL TRAVEL/TRAINING IN-KIND MATCH:** \$0.00

**G. Supplies Match** - (1) List source of match; (2) List items within this category by major type (e.g. office supplies, telephones, utilities, postage, etc). Generally, supplies include materials that are expendable or consumed during the course of the project. Large items should be separately listed and identified. (3) List the quantity of the item; and (4) list the unit price. **THIS IS A CASH MATCH SECTION.**

List Source(s) of Match (example: United Way, County, etc.)			
Item	Quantity	Unit Price	SUPPLIES COST
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
<b>TOTAL SUPPLIES CASH MATCH:</b>			<b>\$0.00</b>

**THIS IS AN IN-KIND MATCH SECTION.**

Item	Quantity	Unit Price	SUPPLIES COST
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
<b>TOTAL SUPPLIES IN-KIND MATCH:</b>			<b>\$0.00</b>

**H. Other Match** - Other funds are those match monies that are allocated to assist victims of crime for emergency purposes (ex: petty cash) and miscellaneous items. (1) List source of match; (2) list the items; (3) list the quantity of the items; and (4) list the unit price. **THIS IS A CASH MATCH SECTION.**

List Source(s) of Match (example: United Way, County, etc.)			
Item	Quantity	Unit Price	OTHER COST
1			0.00
2			0.00
3			0.00
<b>TOTAL OTHER CASH MATCH:</b>			<b>\$0.00</b>

**THIS IS AN IN-KIND MATCH SECTION.**

Item	Quantity	Unit Price	OTHER COST
1			0.00
2			0.00
3			0.00
<b>TOTAL OTHER IN-KIND MATCH:</b>			<b>\$0.00</b>

**TOTAL CASH MATCH:** \$17,786.31

**TOTAL IN-KIND MATCH:** \$0.00

**TOTAL CASH & IN-KIND MATCH:** \$17,786.31

If you are asking for continued funding, a comparison between your current grant award and the new grant request is needed. Please fill out the Program Expenditure Comparison section and explain the difference in the program expenses incurred during calendar year 2006 and those anticipated during calendar year 2007.

## Program Expenditure Comparison Summary

If you have been funded during the 2006 grant year, provide the following federal grant award figures. If you have not been funded during the 2006 cycle, leave this section blank. This year's funding will automatically appear in the column after you have completed the Budget Detail Worksheet of the grant application. (1) Enter last year's funding amounts; (2) complete the VAWA funded personnel section; and (3) justify the differences in expenses incurred during calendar year 2006 and those anticipated during 2007. **PLEASE INCLUDE ONLY FEDERAL FUNDS.**

Last Year's Project: 2006	Amount	This Year's Request: 2007	Amount	Amount Difference
Number of Grant Months	12	Number of Grant Months	12	
Personnel		Personnel	48,298.49	48,298.49
Contracted Fees	16,875.00	Contracted Fees	0.00	-16,875.00
Equipment		Equipment	0.00	0.00
Travel/Training		Travel/Training	0.00	0.00
Supplies		Supplies	0.00	0.00
Other		Other	0.00	0.00

TOTAL COSTS \$16,875.00

TOTAL COSTS \$48,298.49 \$31,423.49

**Last Year's Personnel 2006 VAWA Funded Costs. NOTE: THE TOTAL COLUMNS WILL CALCULATE AUTOMATICALLY**

NAME OF VAWA FUNDED EMPLOYEE	POSITION & AGENCY HOURS	VAWA FUNDED HOURS	HOURLY RATE	TOTAL SALARY	BENEFIT PERCENT include % sign	TOTAL VAWA FUNDED BENEFIT	TOTAL VAWA SALARY & BENEFIT
1	Not applicable.			0.00		0.00	\$0.00
2				0.00		0.00	\$0.00
3				0.00		0.00	\$0.00
4				0.00		0.00	\$0.00
5				0.00		0.00	\$0.00
6				0.00		0.00	\$0.00
7				0.00		0.00	\$0.00

TOTAL VAWA FUNDED SALARY & BENEFIT \$0.00

Note: This total should equal the 2005 Personnel Amount

**Justify (in detail) the differences in expenses incurred during 2006 and those anticipated during 2007.**

**Space is limited to the area below.**

Last year's 2006 VAWA funds is being used by the Salt Lake City Prosecutor's Office to provide victim awareness counseling to approximately 150 victims of domestic violence. The counseling was conducted on a contract basis by an independent treatment provider. The 2007 VAWA funds being requested are for a new project and are not a continuation of the previous year's grant. The \$48,298.49 requested for personnel represent the cost for the Salt Lake City Prosecutor's Office to hire a full-time court victim advocate, who will be responsible for guiding and supporting victims on a one-on-one level throughout the judicial process and to identify and refer victims to appropriate victim service providers when additional service for themselves or their children are needed.

## VAWA FUNDED EQUIPMENT SUMMARY

This section requires all subgrantees requesting continued funding to list all VAWA purchased equipment received within the last 3 years. It includes purchased equipment that has been fully or partially funded through VAWA. If you have not been funded by VAWA within the last 3 years, leave this section blank. **DO NOT INCLUDE MATCH AMOUNTS.** (1) List all equipment paid fully or partially by VAWA. (2) specify the program year equipment was purchased (example: 2004-2005); (3) include the total equipment amount supported by VAWA funds (example: \$1,250 funded by VAWA, although actual cost totals \$2,500); and (4) indicate the total cost of the equipment (see example under part 13); (5) ALL applicants are required to sign the summary, regardless of a request for equipment.

	TYPE OF EQUIPMENT	PROGRAM YEAR PURCHASED	COST FUNDED by VAWA	TOTAL COST of EQUIPMENT
1				
2				
3				
4				
5				
6				

### EQUIPMENT INVENTORY REQUIREMENTS

Subgrantees are required to maintain, as part of the financial records of the grant, the following types of equipment management records for all equipment acquired in whole or part with grantor agency funds. At a minimum, management records must meet the following requirements:

- 1 Records must contain copies of purchase orders and invoices.
- 2 The records must include an inventory control listing for nonexpendable equipment, which must be kept current, and the records must contain:
  - a. Item description;
  - b. Source of equipment;
  - c. Manufacturer's serial number and, if applicable, control number;
  - d. Grantor agency funded cost equity at time of acquisition;
  - e. Acquisition date and cost;
  - f. Location, use and condition of property; and
  - g. Ultimate disposition data including sale price or the method used to determine current fair market value.
- 3 A physical inventory of all equipment costing more than \$300 per item shall be taken and the results reconciled with the equipment record to verify the existence, current utilization and continued need for the equipment. The result of the inventory must be forwarded to the state for review and concurrence, and shall become part of the official grant file.
- 4 A control system shall be in effect to ensure adequate safeguards to prevent loss, damage or theft to nonexpendable equipment. Any loss, damage or theft of nonexpendable equipment shall be investigated, fully documented and made part of the official grant file.
- 5 Adequate maintenance procedures shall be established to keep the nonexpendable equipment in good condition.
- 6 Proper sales procedures which would provide for competition to the maximum extent practical and result in the highest possible return shall be established for unneeded nonexpendable equipment.
- 7 Records for nonexpendable equipment which has been acquired in whole or in part with federal grant funds must be retained for three years after final disposition of the nonexpendable equipment.
- 8 A copy of your agency's equipment inventory requirements shall be submitted to OCVR with the final Quarterly Progress Report (due January 30, 2008).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

  
 \_\_\_\_\_  
 Signature

2/14/2007  
 \_\_\_\_\_  
 Date

## A. STATEMENT OF PROBLEM, NEED AND TARGET POPULATION

The purpose of this section is to develop a clear, concise picture of the problem. (1) Describe the geographical area to be serviced by the program. (2) Discuss the nature and scope of the problem in your program service area. If the problem is the result of many factors, these factors should be analyzed and discussed. Provide statistical information such as violent crime rates, existing victim services, etc. (3) Be sure to clearly address the need for the service in the designated location. (4) List and describe barriers you encounter that prohibit or make it difficult to provide client service and to ensure safety. (5) Indicate the group(s) of victim(s) the program will target for its services (example: non-reporting and reporting rape victims, etc). **SPACE IS LIMITED TO THE AREA PROVIDED.**

**IMPORTANT:** The Narrative Sections (A through H) Are Limited To The Spaces Provided. Font size is set @ 10 pt.

### 1. Describe the geographical area to be served by the program in the area below.

The geographical area to be served is the corporate limits of Salt Lake City, Utah, which is approximately 111 square miles. Salt Lake City is the center for transportation along the Wasatch Front and the Salt Lake Valley and is home to 181,743 (U.S. Census, 2000). Salt Lake City is also the capital city for the State of Utah and the county seat for Salt Lake County. Residential land use occupies approximately thirteen square miles of the city, and the net population density is 13,980 person per square mile. Women, 21 years and over, constitute 70.9 percent of the city's population (U.S. Census, 2000). The 2000 U.S. Census reports that 15.3 percent of the population in Salt Lake City live below the poverty level. The ethnic and racial make-up of Salt Lake City is as follows: Caucasian 79.2%, Hispanic 18.8%, Asian 3.6%, Pacific Islander 1.9%, African American 1.9%, Native or Alaskan American 0.3%, Mixed Race 3.5 %, and other 8.5% (U.S. Census, 2000). In addition, 86 percent of the immigrant and refugee populations in Utah reside in Salt Lake City. The city's immigration and refugee population consist of people from Bosnia, Somalia, Sudan, and Russia. Institutions of higher education in Salt Lake City include the Latter-day Saints Business College, Salt Lake Community College, University of Utah, and Westminster College.

### 2. Discuss the nature and scope of the problem in your program service area in the area below.

The Salt Lake City Prosecutor's Office files approximately 1,100 misdemeanor domestic violence related cases in the Salt Lake City Justice Court. This number does not include the class A domestic-violence related offenses that are filed in the Third Judicial District Court. In 1996, to hold domestic violence perpetrators accountable, the Salt Lake City Prosecutor's Office launched a specialized program for domestic violence offenders in cooperation with the Third Judicial District Court, the Salt Lake Legal Defenders Association, the Salt Lake City Police Department, the Salt Lake City Police Department Victim Advocate Program, the State of Utah Division of Child and Family Services, and area treatment providers. The program was instituted in the Salt Lake City Justice Court in July 2002.

Since July 2002, both of these specialized courts were disbanded, and where previously a court victim advocate had only to appear in one court, the court victim advocate must now appear before all of the judges in the Third Judicial District Court who hear Salt Lake City's misdemeanor cases and before all of the judges in the Salt Lake City Justice Court. On average, the Salt Lake City Justice Court sees 11 repeat offenders each month. Although, the Salt Lake City Prosecutor's Office has a victim/witness coordinator and a diversity advocate, these advocates are unable to meet the individual needs of domestic violence victims because of the sheer volume of cases and the number of judges that now hear these important cases. Thus, victims of domestic violence do not have the psychological as well as the physical support of a court victim advocate when they appear in court. The Salt Lake City Prosecutor's Office is committed to holding domestic violence offenders accountable and ensuring victim safety. However, a significant gap in the delivery of services by the Prosecutor's Office is its inability to give each victim of domestic violence individualized attention. Thus, a real barrier to victim assistance and support is the lack of victim advocacy. To this end, the Salt Lake City Prosecutor's Office seeks funds to provide victim advocacy and services via a full-time court victim advocate. By focusing on the pivotal role that a victim witness plays in effective prosecution of any domestic violence offense, the Salt Lake City Prosecutor's Office intends to enhance our conviction rate of domestic violence offenders.

**3. Describe victim needs in the given service location in the area below.**

When a domestic violence victim appears in court, she often appears alone with no social or emotional support other than the perpetrator. Most often, the victim is unfamiliar with the judicial system, and even in instances when they are familiar with the judicial system, the court room experience is often intimidating. Thus, victims of domestic violence offenses should be able to tap into resources that address their needs, and they should be able to avail themselves of a criminal justice system that is conversant with the dynamics of domestic-violence victimization, affords them tools to end the violence, and that supports the victims' effort to extricate herself from the cycle of violence. Female victims of domestic violence need a criminal justice system that supports the effective, timely prosecution of batterers and that does not further victimize the victim. Victims of domestic violence also need prosecution strategies that ensure their safety first and ultimately work toward increasing offender accountability. When provided with these resources, victims are better able to extricate themselves from the cycle of violence. The victim needs an advocate to act as her voice and to lobby for her position.

**4. List the barriers to client service and safety within your agency and community in the area below.**

Female domestic violence victims often do not leave their abusers due to complex socio-economic issues. Most women have at least one dependent child; many women are not employed outside of the home; and many women have no property that is solely theirs. Some women lack access to cash or bank accounts, and many face a decline in living standards for themselves or their children. Still others battle religious, cultural and ethnic barriers to evade their batterers. If their batterer is incarcerated, or ordered to pay a fine, or court ordered to a treatment program and can not work, then the woman and her family lose their primary source of income. The economic impact on the woman of an offender's incarceration can be as disenfranchising as the physical abuse suffered at the hands of her batterer.

When faced with removing themselves and their children from the cycle of violence, many victims do not have the personal, social or economic resources to negotiate the everyday challenges of their lives and the complexities of the criminal justice system. The funding the Salt Lake City Prosecutor's Office seeks will help address some of the needs of victims through providing psychological and physical support to victims through the judicial system by being physically present with the victim through every phase of the court process. This is one of the most effective ways that the criminal justice system can assist victims of domestic violence.

**5. Indicate the group(s) of victim(s) the program will target for its services in the area below.**

The Salt Lake City Prosecutor's Office will screen, file and adjudicate over 1, 000 domestic violence related offenses between July 1, 2007, and June 30, 2008, and can safely estimate based on national statistics and its own domestic violence filing that at least 80 percent of the domestic violence filings will involve female victims. The funding the Salt Lake City Prosecutor's Office seeks will target at least three hundred and ten women.



## **B. COLLABORATION WITH ALLIED PROFESSIONS**

In this section describe your agency's collaborative efforts to coordinate the response of law enforcement, prosecutors, courts, victim services and other agencies to violence against women. **COLLABORATION WITH ALLIED PROFESSIONS MUST BE ONE OF YOUR OBJECTIVES.**

**(1) Describe all of the key agencies in your service area that respond to violent crimes against women and provide services to the target population.**

Key agencies in Salt Lake City responding to violent crimes against women include state certified domestic violence treatment providers, LDS Hospital, LDS Welfare Square, Rape Recovery Center, Salt Lake Area Safe at Home Coalition, Salt Lake City Police Department Domestic Violence Unit and Victim Advocate Program, Salt Lake Community Shelter and Resource Center, Salt Lake Regional Hospital & Medical Center, South Valley Sanctuary, Travelers Aid Society, University of Utah Hospital, Valley Mental Health, and the Young Women Christian Association. Key prosecuting agencies and legal authorities include Salt Lake County District Attorney's Office, Salt Lake County Probation Services, Salt Lake Legal Defender Association, Salt Lake City Prosecutors Office, Salt Lake City Justice Court, Third Judicial District Court of Utah, Utah Protective Services, and state's Division of Child and Family Services.

**(2) Indicate which of the above listed agencies will be asked to participate in your agency's collaborative team with the purpose of developing strategies to combat violence against women and ensure victims' safety. Explain why you have selected these agencies to participate in your group.**

For this project, the Salt Lake City Prosecutor's Office is working as part of a collaborative team involving Salt Lake City Police Department Domestic Violence Unit and Victim Advocate Program, Salt Lake City Justice Court and Judge John Baxter, and the Trauma Awareness Center. These partners were selected because of the individual expertise of each agency and as first responders to the majority of domestic violence crime scenes. The Trauma Awareness Center can aid the prosecution and the court advocate so that they collectively meet the psychological needs of the victim. Facilitating an exchange of information between the prosecution and the Salt Lake City Police Department Domestic Violence Unit and Victim Advocate Program will ensure that the officers and prosecutors know the whereabouts of the victim so that prosecutorial objectives can be met without causing further stress or unintended trauma to the victim.

**(3) Indicate specifically how your agency/program will develop and implement a collaborative partnership with criminal justice representatives, victim advocates and other agencies and how your agency/program will identify gaps and problem areas within the criminal justice system and develop strategies to stop violence against women and ensure their safety.**

In order to succeed in the goal of holding offenders accountable, stop violence against women and ensure victim's safety, collaboration must occur between law enforcement, prosecutors and the judiciary. All team members have to be vested in the success of the program. The project coordinator from the Salt Lake City Prosecutor's Office will convene quarterly team meetings with representatives from each agency to facilitate inter-agency communication around the needs of victims and gaps and problem areas within the criminal justice system. The victim advocate approach proposed by the Salt Lake City Prosecutor's Office in partnership with criminal justice representatives, victim advocates and other agencies will serve as a model for implementing a criminal justice system that is more responsive to the needs of the victim and her safety needs. The Prosecutor's Office's collaboration with the Trauma Awareness Center will support inter-agency investigations to better address the complex cycle of abuse that is correlated with domestic abuse. The Salt Lake City Prosecutor's Office's collaboration with the Salt Lake City Police Department and its Victim Advocate Program will ensure the exchange of accurate and up-to-date information on crimes committed against the individual victim. Further, it will enable the Salt Lake City Prosecutor's Office to identify female victims most at risk so that the victim advocate and court victim advocate can coordinate efforts with the Trauma Awareness Center and with other social service agencies to meet the needs of victims and their families. Salt Lake City Justice Court will assist the Court Victim Advocate in case management and by providing updates on court proceedings. Judge John Baxter will meet with the Court Victim Advocate to track perpetrators' compliance with court orders and to track perpetrators' conduct in relation to the victim.

**(4) Demonstrate support for your agency/program by attaching a minimum of three (3) letters of COLLABORATION from agencies that are community partners in your collaborative group.**

## C. PROGRAM PLAN AND EVALUATION

This section should describe in detail how the project will be implemented. (1) Give a broad statement of the program's goal(s) (example: to reduce trauma experienced by domestic violence victims as they participate in the criminal justice system). (2) Clearly define, in measurable terms, the objectives of the program (example of measurable terms: assist 250 domestic violence victims in obtaining protective orders). These objectives must be related to the need defined in Section "A". (3) Describe what activities/methods will be used to solve the problem(s) to meet the objectives (example: if the objective is to provide individual counseling to victims of D.V. to help victims cope, avoid, survive, and/or overcome the violence, then an appropriate activity/method would be to hire a full-time counselor/caseworker to provide counseling and develop action plans to help victims outline goals and use resources, such as law enforcement, CVR, etc). (4) Indicate how the program will monitor and evaluate each objective. (5) Create a time-line indicating when each critical activity/method element will be achieved during the grant period. (6) This part should include specific strategies, approaches, and innovations that will be used to implement the project. The implementing strategy is required for each goal. **NOTE: SPACE IS LIMITED TO THE AREA PROVIDED**

### GOAL I. (specify below)

**Provide a court victim advocate to support domestic violence victim witnesses through court proceedings and to facilitate collaboration with criminal justice partners in an effort to enhance effective prosecution of domestic violence offenders.**

Specify the VAWA funded position(s) related to this goal: Court Victim Advocate

**A. OBJECTIVE (specify below):** Indicate the number of people this Objective will serve: 310

Hire a full-time court victim advocate who will be responsible for making personal contact with victim witnesses of misdemeanor domestic violence cases charged by the Salt Lake City Prosecutor's Office prior to the trial dates for the respective cases and increase their safety by addressing immediate and long-term safety needs.

Indicate how you will

#### ACTIVITIES/METHODS

1. Announce position opening.
2. Screen applicants and interview same.
3. Select Final candidate.
4. Candidate accepts position and begins training and assisting victims
5. Identify domestic violence cases that have been set for trial.
6. Attempt personal contact with victim witnesses and address immediate and long term safety needs.
7. Send letter explaining services/safety planning to victims where no personal contact

#### MONITOR/EVALUATE the OBJECTIVE

- 1 - 4. A qualified individual will be selected based on the standard hiring process and procedures of the City's Human Resources Department.
5. The Court Victim Advocate will track at weekly staff meeting whether prosecutors who have set DV case for trial have referred case to the court advocate.
- 6 - 7. The advocate will use a computer database to track all victim contact and to track the number of letters sent to victims and victims contacted successfully.

#### TIME-LINE

- 1 - 4. Completed by July 31, 2007.
5. Ongoing beginning August 1, 2007 through June 30, 2008.
- 6 & 7. Ongoing beginning August 1, 2007 through June 30, 2008.

**B. OBJECTIVE (specify below)** Indicate the number of people this Objective will serve: 310

Locate victim witnesses who have re-located since time of arrest of the offender in order to ensure immediate and long-term safety planning, ensure proper subpoena service and initiate contact between the victim and the court victim advocate, when possible.

Indicate how you will

#### ACTIVITIES/METHODS

1. Use multi-agency computer databases to find address/telephone numbers of victim witnesses.
2. Use Qwest-dex and/or other online telephone directories to find current location of witnesses.
3. Attempt victim contact through Salt Lake City Victim Advocate Program, Trauma Awareness Center, YWCA, and other victim service providers.
4. Once located engage in safety planning with the victim.

#### MONITOR/EVALUATE the OBJECTIVE

1. Track on database addresses and telephone numbers.
2. Track updated contact information on in-house computer database.
3. Establish single-point contact between each agency and advocate and track contact between all interested parties.

#### TIME-LINE

1. Ongoing beginning - August 1, 2007.
2. Ongoing beginning - August 1, 2007.
3. Ongoing beginning - August 1, 2007.

**C. OBJECTIVE** (specify below)

Indicate the number of people this Objective will serve:

310

Host quarterly meetings with representatives from Prosecutor's Office, the Police Department's Domestic Violence Unit and Victim Advocate Program, judges, and the Trauma Awareness Center to ensure victims of domestic violence receive appropriate safety planning, court advocacy services and referrals for psychological, shelter, or other social services.

**ACTIVITIES/METHODS**

1. Project Coordinator and Court Victim Advocate contact collaborative agencies and identify representative to attend quarterly meetings.
2. Project Coordinator and Court Victim Advocate host team meetings and facilitate identification of gaps or barriers to service between agencies that victims experience.
3. The collaborative agency team discusses solutions to gaps in service and identifies ways to improve meeting the needs of domestic violence victims and ensure victim

**Indicate how you will MONITOR/EVALUATE the OBJECTIVE**

1. Court Victim Advocate will make initial calls to agencies and report agency representatives to Project Coordinator.
2. Minutes will be taken at each meeting and distributed to participating agencies.
3. Agencies report on successes or barriers to implementing solutions identified by the group at each quarterly meeting.

**TIME-LINE**

1. Completed by August 30, 2007.
- 2 & 3. Meetings will be held in September 2007, December 2007, March 2008, and June 2008.

**IMPLEMENTING STRATEGY for GOAL I** (specify below)

The Court Victim Advocate will become a champion for the victim, on a personal or one-on-one level, and guide the victim through an understanding of and knowledge of the judicial process. The Court Victim Advocate will provide each victim with information on the court process, notification of the offenders' court dates, assist victims in obtaining criminal no-contact orders, and attend the court hearings with each victim. The Court Victim Advocate will also work with prosecutors, police officers, judges, victim advocates, and victim service providers to develop an understanding and sensitivity toward victim issues. The Project Coordinator will supervise the Court Victim Advocate, serve as the liaison between the advocate and prosecutors, and complete and submit program reports to the Office of Crime Victim Reparations.

**GOAL II.** (specify below)

Not applicable.

Specify the VAWA funded position(s) related to this goal:

**A. OBJECTIVE** (specify below):

Indicate the number of people this Objective will serve:

**ACTIVITIES/METHODS**

**Indicate how you will MONITOR/EVALUATE the OBJECTIVE**

**TIME-LINE**

**B. OBJECTIVE** *(specify below)*

Indicate the number of people this Objective will serve:

Indicate how you will

**ACTIVITIES/METHODS**

**MONITOR/EVALUATE the OBJECTIVE**

**TIME-LINE**

**C. OBJECTIVE** *(specify below)*

Indicate the number of people this Objective will serve:

Indicate how you will

**ACTIVITIES/METHODS**

**MONITOR/EVALUATE the OBJECTIVE**

**TIME-LINE**

**IMPLEMENTING STRATEGY for GOAL II** *(specify below)*

**GOAL III.** *(specify below)*

Not applicable.

Specify the VAWA funded position(s) related to this goal:

**A. OBJECTIVE** *(specify below):*

Indicate the number of people this Objective will serve:

**ACTIVITIES/METHODS**

Indicate how you will  
**MONITOR/EVALUATE the OBJECTIVE**

**TIME-LINE**

**B. OBJECTIVE** *(specify below)*

Indicate the number of people this Objective will serve:

**ACTIVITIES/METHODS**

Indicate how you will  
**MONITOR/EVALUATE the OBJECTIVE**

**TIME-LINE**

**C. OBJECTIVE** *(specify below)*

Indicate the number of people this Objective will serve:

**ACTIVITIES/METHODS**

Indicate how you will  
**MONITOR/EVALUATE the OBJECTIVE**

**TIME-LINE**

**IMPLEMENTING STRATEGY for GOAL III** *(specify below)*

## D. STATISTIC REPORTING

(1) List the name(s) of the individual(s) who will be collecting statistics throughout the contract year. (2) Explain your ability to keep statistics for reporting purposes. **Required statistics include:** *Type of crime the project serves, services provided, statistics to answer questions listed on the required VAWA questions and the VAWA Annual Report, race, sex, age, etc.* This section should describe what will be measured and the types of data that will be collected. If statistics are not currently collected, indicate how your agency plans on collecting required statistics. (3) For continued funding, indicate whether your agency's quarterly progress and annual reports have been accurate and on-time by checking the appropriate box. And, (4) indicate how often data will be collected.

List name(s) of the individual(s) who will be collecting statistics: Padma Veeru-Collings

**Explain your ability to keep statistics (Part 2) in the area below.**

Salt Lake City will access and use the Versadex System used by the Salt Lake City Police Department for report writing to track statistical information on the race, age and sex of domestic violence offenders and victims. Information on the resolution of criminal cases will be obtained through access to eth CORIS program used by the Third District Court and JEMS used by the Salt Lake City Justice Court to which this office has access. The CORIS system and the JEMS system will provide information on the race, age and gender of offenders.

Salt Lake City will keep statistics in the following manner. The project coordinator will maintain statistics on how many victims are directly contacted by the court advocate. The project coordinator will also maintain statistics on how many victims the advocate serves when services were not initiated by the advocate directly contacting the victim.

Second, the project coordinator will track the resolution of criminal prosecutions where victims are receiving court advocacy services and on those prosecutions where victims have refused court advocacy services.

	ALWAYS	MOST OF THE TIME	RARELY ON TIME
Have you submitted reports on-time?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are your reports accurate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

How often will data be collected? (check only one box)

<input checked="" type="checkbox"/> Daily	<input checked="" type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually
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## E. RECORD OF PROVIDING EFFECTIVE SERVICES

(1) If the program has received VAWA funding from the previous cycle, provide information on the goals and objectives accomplished during prior VAWA contract year (example: **Objective 1:** Assess 275 domestic violence victims within 72 hours of admission to shelter in order to establish a plan to treat the impact of domestic violence; **Result:** intakes were completed on 300 of 350 domestic violence victims within 48 hours of admission between January 1, 2006 to December 31, 2007). **PLEASE INCLUDE TO DATE INFORMATION FROM THE COMPLETED CONTRACT YEAR 2005 and CURRENT 2006 CONTRACT.** Include a comprehensive description of your agency's multi-disciplinary efforts to coordinate the response of law enforcement, prosecutors, courts, victim services and other agencies to violence against women. (2) In order to document the effectiveness of your program, discuss how long your program has been in existence, how it has grown and the types of victim services offered. (3) Indicate your agency's significant accomplishments to date such as the number of victims assisted by your programs and the number of victims referred to the Crime Victim Reparations program. **If your program is new, indicate that you have a limited record of services by checking the box below.**

NEW PROGRAM

**Provide information on the goals & objectives accomplished during the prior VAWA contract years.**

The VAWA funding for the current 2006 contract year is supporting the efforts of the Salt Lake City Prosecutor's Office to refer recanting and reluctant victims of domestic violence to the Trauma Awareness Center, individually, so that they can be fully informed before they decide to not assist in the prosecution of their perpetrator. The funding is also assisting victims by enabling the Prosecutor's Office to refer other victims to group empowerment sessions at the YWCA. Since the program has only been fully implemented since July 1, 2006, the Salt Lake City Prosecutor's Office is only able report on progress for the past four months. The program objective was to empower 150 female victims of domestic violence through trauma awareness counseling so that they will self-determine to hold domestic violence offenders accountable by testifying in court. Between July 2006 and September 2006, the Prosecutor's Office met with the project partners (Salt Lake County Probation Services, Trauma Awareness Center, and the YWCA), developed the curriculum for victim empowerment counseling, and defined the criteria for referral. The Prosecutor's Office began making victim empowerment counseling referrals in October 2006. Between October 1, 2006 and November 4, 2006, two victims have received trauma awareness counseling. The Salt Lake City Prosecutor's Office anticipates referrals to increase in the coming months with a majority occurring in December and January based on historical incidence data.

**Report on the results of your collaborative objective during the 2005 VAWA contract year.**

The implementation of the objective to encourage 150 female victims of domestic violence to receive victim counseling so that they will be empowered in dealing with the offender throughout the criminal justice process involves the collaboration between the Trauma Awareness Center, the YWCA, Salt Lake County Probation Services, and the Salt Lake City Prosecutor's Office. The collaboration is assisting each agency in understanding how to improve their methods of serving the needs of victims of domestic violence and in identifying gaps in inter-agency communication that unintentionally create barriers for victims to receive services and assistance in a timely manner. The collaboration has led to brainstorming by the agencies has led to the formation of three categories of victims for referrals, which previously was not anticipated.

**Indicate your agency's significant accomplishments to date (Part 3) in the area below.**

The Salt Lake City Prosecutor's Office ensures justice, public protection, and compliance with the law by prosecuting all misdemeanor criminal prosecutions arising in Salt Lake City. The office is committed to implementing restorative and therapeutic justice and to speaking appropriate resolution and restitution for victims. In the past six years, the office has extended considerable effort to address the needs of women who are victims of domestic violence.

In 1996, the Salt Lake City Prosecutor's Office was the first prosecutorial agency in the state to participate in a dedicated domestic violence court. In addition, the office was the first to designate a dedicated domestic violence prosecutor. A dedicated domestic violence prosecutor is able to develop expertise in legal issues unique to domestic violence cases and to develop a familiarity with specific victims and offenders. The Salt Lake City Prosecutor's Office ensures that its domestic violence prosecutors receive on-going training in best-practice methods, laws, and strategies for successful domestic violence prosecution.

The Salt Lake City Prosecutor's Office has also developed innovative programs that address many of the social and economic conditions that impact the incidence of domestic violence. The office has initiated the Misdemeanor Drug Court. The program provides defendants an opportunity to participate in substance abuse therapy and counseling as a condition of probation. The defendants participate in the program for 6 months to a year, and if successfully completed the defendant may have his/her charges dismissed. The program has a recidivism rate of less than 10 percent. The Salt Lake City Prosecutor's Office also administers Women Against Risk (WAR)/Prostitution Outreach program. This is a 40-week program assisting women who engage in the commercial sex trade. The program is a viable alternative for women who want to transition of the lifestyle and need assistance in dealing with issues of addition, health, and physical well-being.



## F. VOCA SUBGRANTEES

(1) Provide a brief description of the VOCA program and how the VOCA program goals and objectives differ from the goals and objectives to be accomplished under the proposed 2006/2007 VAWA Program. **If you do not receive VOCA funding, check the box below.** (2) The applicant should indicate the amount of funding received from the Victims of Crime Act (VOCA) during the 2006/2007 program year and the staff position(s) funded, by filling in the table below. (a) Fill in the VOCA Funding section (**do not include any match amounts**); (b) list the name(s), position(s), hours of the VOCA funded employee(s), and the employee(s) total VOCA cost (salary plus benefits, if applicable). This section will calculate and sum automatically.

Our agency does NOT receive VOCA funding. If you do not receive VOCA funding, leave Section "F" blank.

Provide a brief description of the VOCA program goals and objectives and how they differ from the proposed 2006/2007 VAWA program (Part 1) in the area provided below.

Please fill in the VOCA funded table (Part 2). This section will automatically calculate and sum.

2006-2007 VOCA Funding		VOCA PERSONNEL DETAIL SECTION				
BUDGET SUMMARY	VOCA FUNDS	NAME OF VOCA EMPLOYEE	POSITION	VOCA FUNDED HOURS	VOCA FUNDED RATE	VOCA COST
Personnel:						
Contracted Fees:						
Equipment:						
Travel/Training:						
Supplies:						
Other:						
<b>TOTAL COSTS:</b>						

## G. PROJECT ADMINISTRATION

This section of the application should describe how the project will be structured, organized, and managed. (1) Attach an organizational chart with names and titles outlining staff, advisory, and decision-making bodies. (2) If the agency is a non-profit, please attach a roster of its governing board. (3) Provide a position title and job description for each VAWA funded staff position. (4) Describe (programmatically and financially) the project director and project staff's ability and qualifications to manage and implement the VAWA program (**example:** amount of related experience the VAWA funded personnel have accumulated, schooling and related licence(s)/degree(s) received, and prior grant experience). (5) Specify which staff person(s) will manage fiscal controls and how your agency will keep an accounting of funds and resources.

- Check the box following completion and attachment of your agency's organizational chart (Part 1).
- Check the box following attachment of your agency's governing board. Applicable to non-profit agencies (Part 2).
- Check the box if you choose to attach your agency's position title(s) and job description(s).

### Provide a position title & job description for each VAWA funded staff position(s) (Part 3) in the area below.

The Court Victim Advocate of the Salt Lake City Prosecutors Office will assist the Prosecutors Office in the appropriate and successful prosecution of misdemeanor domestic violence offenders in Salt Lake City and fill a current gap in victim services through the following tasks:

- The Court Victim Advocate will make contact with each victim who is subpoenaed to testify against her offender. The position will provide advocacy to the victim during the court process, will address with victims issues of safety while in court with the offender, will be available to explain the court process to victims, and will discuss with victims their interest in the prosecution of the offenders and relay information to prosecutors on victim interest. The position will provide victim information on upcoming court dates.
- The Court Victim Advocate will assist victims in overcoming barriers to testifying, including addressing personal safety concerns, transportation issues, child care issues, etc.
- In addition to making specific contact with victim witnesses and once cases are set for trial, the Court Victim Advocate will provide services to any female victim, who has been the victim of violence and who requests help with the criminal justice process. Service provided include notifying victims court dates, obtaining information from victims, assisting victims in filling out victim impact statements, notifying the prosecutor and/or the court when the victim wishes to be heard in court as appropriate, etc.
- The Court Victim Advocate will coordinate with a paralegal in the Prosecutor's Office to aggressively identify and seek victim restitution.
- The Court Victim Advocate will coordinate with existing advocacy services and with the Victim Advocate Program of the Salt Lake City Police Department to ensure that victims' needs are met outside the criminal justice process.
- The Court Victim Advocate will assist victims in obtaining no-contact criminal protective orders.
- The Court Victim Advocate will serve as liaison for victim with prosecutors.
- The Court Victim Advocate will refer victims to other resources when needed.
- The Court Victim Advocate will educate victims on the system and assist them in understanding what is going on with their respective cases, and getting their input to the prosecutor to assist with the prosecution or resolution of their cases.
- The Court Victim Advocate will assist victims in filing victim reparation forms, victim/witness statements, medical release forms and other documentation pertinent to their case.
- The Court Victim Advocate will review incident reports to determine victim needs when a case is filed. Access court computer system; state, county and local police computer systems, researching case histories on victims, criminal histories of offenders, and all other police related activity involving both parties.
- The Court Victim Advocate will manage cases of victims and witnesses, including detailed documentation, and appropriate statistical data base information.
- The Court Victim Advocate will attend monthly Safe At Home meetings and attend committee meetings and do assign duties therein.
- The Court Victim Advocate will report to prosecutors status on assigned cases for trials.
- The Court Victim Advocate will safety plan with victims.
- The Court Victim Advocate will schedule appointments with victims to discuss the case with a prosecutor and keep appointments as scheduled.
- The Court Victim Advocate will assist in a support group for women victims of violent crimes.

**Describe the project director and project staff's ability & qualifications to manage and implement the VAWA program.**

**Salt Lake City Prosecutor's Office** is under the direction of the Office of the City Attorney for Salt Lake City Corporation. In addition to the prosecution of criminal matters, the Office of the City Attorney is responsible for civil litigation, risk management, land-use and planning, and special litigation assignments. The Office of the City Attorney reports to the Chief Administrative Officer for Salt Lake City Corporation.

**Sherrie Collins** will serve as the financial monitor for the project. Ms. Collins has worked in Capital Planning with Salt Lake City Corporation since 1986. Currently, she is Grants Program Administrator for Salt Lake City Corporation. In that position, Ms. Collins oversees the financial program administration of grants received by Salt Lake City from the Environmental Protection Agency, Federal Emergency Management Agency, U.S. Justice Department, and the U.S. Department of Energy, as well as other special grants and programs. Ms. Collins is responsible for filing quarterly financial statements with appropriate state and federal agencies, contracting with outside vendors, project/program monitoring, and serving as the financial advisor to grant steering committees to ensure the use of grant and program monies complies with necessary financial requirements.

**Simarjit S. Gill** is the Salt Lake City Prosecutor and will serve as the project director. Mr. Gill is a 1992 graduate of the Northwestern School of Law at Lewis and Clark College in Portland, Oregon, and he is an active member of the Utah State Bar. Mr. Gill is a veteran of the Salt Lake City Prosecutor's Office and the Salt Lake City District Attorney's Office. He has served as the Salt Lake City Prosecutor since January 2000. Since taking office, Mr. Gill has identified domestic violence as a priority for aggressive and effective prosecution.

**Margaret Heath** is a paralegal assisting with misdemeanor domestic violence cases filed by Salt Lake City Prosecutor's Office. She started her legal career as a judge's clerk in 1965. Ms. Heath joined the Salt Lake City Prosecutor in 1971, as a legal secretary and in 1990 obtained her paralegal certificate from Salt Lake Community College. Ms. Heath has been handling restitution issues for the Salt Lake City since 2000 and will assist victims of domestic violence in any restitution issues.

**Padma Veeru-Collings**, Senior Assistant City Prosecutor, will serve as project coordinator. Ms. Veeru-Collings is a 1994 graduate of the J. Reuben Clark Law School at Brigham Young University in Provo, Utah. Ms. Veeru-Collings is also a 1996 graduate of the Marriott School of Management at Brigham Young University in Provo, Utah and possesses a Masters in Public Administration. She has been an active member of the Utah State Bar since 1994. Ms. Veeru-Collings has been immersed in the prosecution of domestic violence cases since September 1998 when she started prosecuting cases for the Salt Lake City Prosecutors Office. Ms. Veeru-Collings was the Salt Lake City Prosecutors Office domestic-violence specialist between 1998 and 2001, and was previously assigned to the Third Judicial District Court and the Salt Lake City Justice Court - domestic violence courts.

**Specify which staff person(s) will manage fiscal controls. Explain how your agency will keep an accounting of funds.**

Sherrie Collins, Grants Program Administrator with Salt Lake City Corporation, will manage fiscal controls for the 2006 VAWA grant contract. Salt Lake City maintains the Interactive Fund Accounting System (IFAS), a computerized ledger system. The system is capable of general ledger and project ledger accounting. Budgets and actuals are entered at the cost center (project) and object code (activity). Reports can be generated at the general and project level. Transaction reports can also be generated for any time period beginning July 1, 1992. IFAS meets all Governmental Accounting Standards Board requirements.

## H. ADDITIONAL RESOURCES

This section of the application should describe the sources and amounts of non-VAWA funding or resources that will be available from other sources. Applicants are encouraged to leverage other resources - Federal, State, Local, or Private - in support of this project. (1) List available resource(s) in descending order (from largest contribution to smallest). If your agency exceeds 12 additional resources, list the remaining resource(s) and amount(s) in the resource description section. (2) Indicate the contribution amount. If a monetary value can not be established, put a zero in the amount box and explain in the resource description section. (3) Specify the status of funding by checking the applicable box (Federal, State, Local, or Private). (4) Describe how each resource will be used. Include the anticipated funding duration. If no other resources are available, check the box below and provide an explanation in the resource description section. Do not leave this section blank.

No other available resources

			STATUS OF FUNDING			
SOURCE DESCRIPTION	AMOUNTS	FUNDING DURATION	FEDERAL	STATE	LOCAL	PRIVATE
1			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Non-VAWA FUNDING TOTAL:

RESOURCE DESCRIPTION SECTION. Describe how these resources will be used (Part 4) in the area below.

## I. AGENCY BUDGET

Each agency is required to submit a current fiscal budget. (1) An applicant may choose to include the agency's current fiscal budget in the space provided below or attach a copy.

Check the box, if you choose to attach your agency's current fiscal budget.

# SALT LAKE CITY JUSTICE COURT

JUDGE JOHN BAXTER



ROSS C. "ROCKY" ANDERSON  
MAYOR

November 8, 2006

To Whom It May Concern:

I am writing in support of an application from the Salt Lake City Prosecutor's Office for a grant to fund a domestic violence victims' advocate position for that office. I am Judge John Baxter, the domestic violence judge for the Salt Lake City Justice Court. The city prosecutors are the prosecution entity assigned to cases in my court.

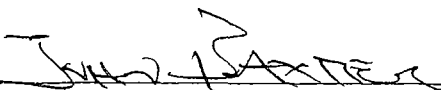
It is my observation that in spite of crushing caseloads, the existing advocates provide immeasurable assistance to those who have fallen victim to acts of domestic violence. I am concerned that almost certainly there are victims within our jurisdiction who are not receiving full or adequate services because of caseload issues.

On a daily basis matters in my court bear the mark of the help provided by the victim advocates, whether it is accompanying victims to court, preparing victims to understand the court process, or providing psychological support to victims during periods of great stress and insecurity. In addition the advocates assist the court in the trial process by informing the court and attorneys of victim/witness availability and their willingness to testify.

I welcome the intervention of the advocates with this vulnerable population from both practical and humanistic standpoints. Practically, the information received from the advocates allows me to schedule and hear cases appropriately. From the humanistic perspective, it is only right that individuals who are drawn into a confusing and sometimes overwhelming justice system through no fault of their own receive any and all assistance available.

I strongly encourage you to give this grant application every positive consideration. Then I ask you to award this grant to the Prosecutor's Office to allow the exceptional individuals who do this important work to enhance and expand the services they provide to this most needy of populations, victims of domestic violence.

Sincerely,

  
\_\_\_\_\_  
Judge John Baxter



**TRAUMA  
AWARENESS &  
TREATMENT  
CENTER**

**November 13, 2006**

To Whom It May Concern:

I am pleased to write this letter of collaboration for the Salt Lake Office of the City Prosecutor 2006 Violence against Women Award (VAWA) application to provide advocacy and legal assistance for women who are victims of domestic violence. The Salt Lake City Office of the City Prosecutor has worked with and continues to work with the Trauma Awareness Center and enjoys an active collaborative relationship with our organization that helps to create a network of community resources for victims of domestic violence.

Women often face barriers to leaving a domestic violence situation and rebuilding their lives and typically require a broad based collaborative effort on the part of service providers. The Salt Lake City Prosecutor assists victims of domestic violence to safety and to that end victims of domestic violence need an advocate to address their issues with prosecutors, defense attorney, and the court. The Trauma Awareness Center in working together with the Salt Lake City Prosecutors Office will identify critical gaps in services and work to ensure that victims of domestic have the psychological and physical support to participate in the criminal justice system.

The Trauma Awareness Center values the relationship and collaboration we enjoy with the Salt Lake Office of the City Prosecutor and we urge you to support their life-changing programs and services. Thank you for your consideration.

**Thank You**

**Larry Beall, Ph.D.**

**SALT LAKE CITY CORPORATION**

SALT LAKE CITY JUSTICE COURT

ROSS C. "ROCKY" ANDERSON  
MAYOR

November 9, 2006

State of Utah  
Office of Crime Victim Reparations  
350 East 500 South, Suite 200  
Salt Lake City, Utah 84111

To Whom It May Concern:

The Salt Lake City Justice Court is happy to write this letter in support of the Prosecutors Office effort to get VAWA funding for a victim advocate position.

The work of the victim advocate is invaluable to the court in working with the victim and helping them through the court process. As you are well aware a victim of domestic violence can me very apprehensive of the court process. Having someone to talk to who is familiar with the process and can tell the victim what to expect helps the case come to a much quicker resolution, which is imperative in a domestic violence situation.

Salt Lake City Justice Court is committed to working with the Prosecutors Office to get woman out of the cycle of violence by taking action quickly and we feel that if they were awarded this grant we would be taking a major step towards this goal.

Sincerely,



Mary N. Johnston  
City Courts Director



**Salt Lake City Prosecutor's Office**

**Operating Budget**

<b>Revenue</b>	<b>Fiscal Year 2005-2006</b>	<b>Fiscal Year 2006-2007</b>
Salt Lake City General Fund	\$1,734,934	\$1,971,163
<b>Total Revenue</b>	<b>\$1,734,934</b>	<b>\$1,971,163</b>

**Expenses**

Personnel		
Salaries & Wages	\$1,157,194	\$1,309,111
Fringe Benefits	\$383,885	\$461,861
Subtotal Personnel	\$1,541,079	\$1,770,972

Materials & Supplies		
Technical Books	\$6,500	\$6,504
Forms & Stationery	\$4,000	\$10,319
Duplication Services	\$10,500	\$10,500
Postage	\$6,000	\$6,000
Other	\$4,640	\$4,640
Subtotal Materials & Supplies	\$31,640	\$37,963

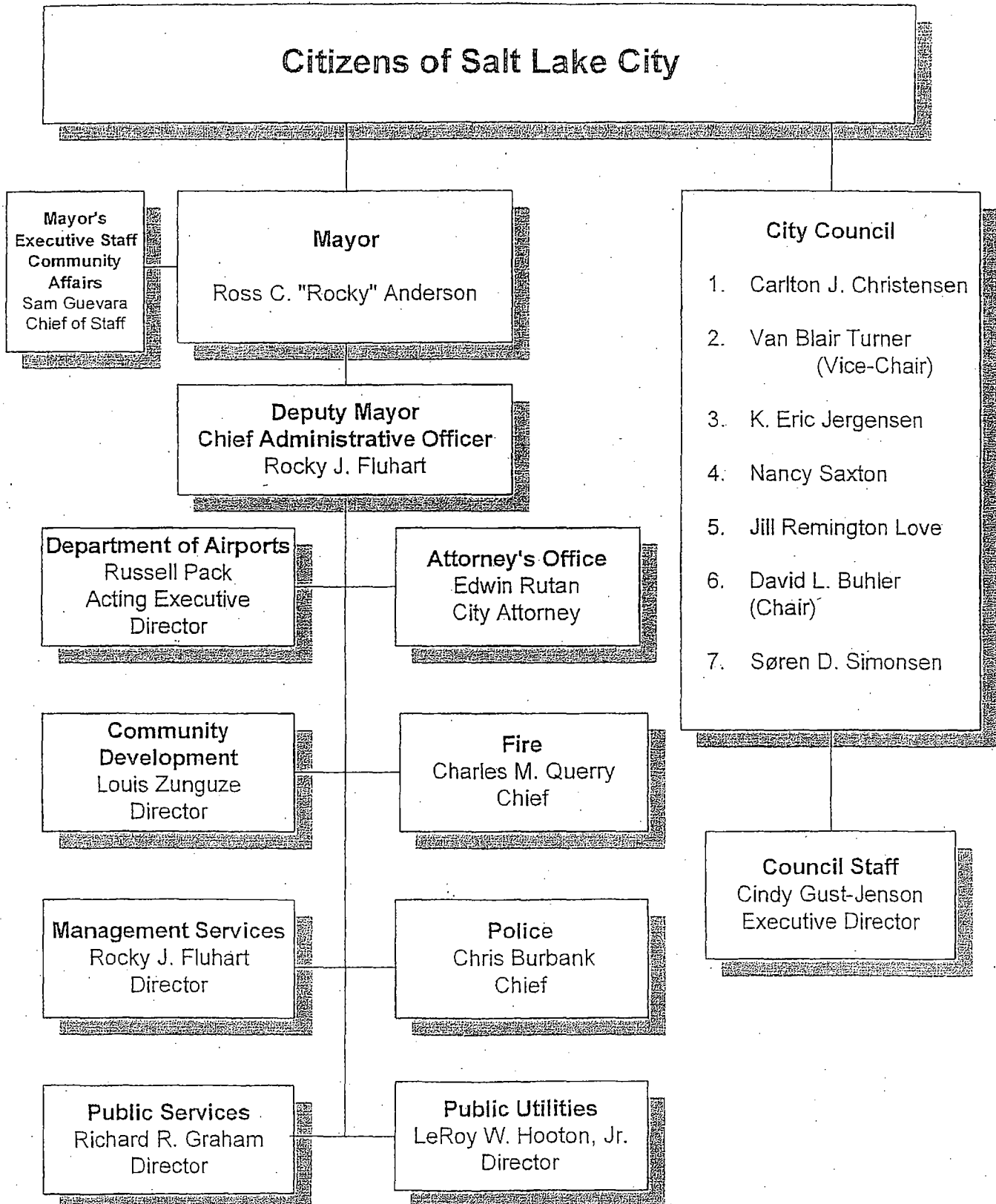
Equipment		
Office Equipment	\$35,000	\$35,000
Subtotal Equipment	\$35,000	\$35,000

Contractual Services		
Telephone/Cellular Phones	\$15,150	\$15,156
Computer & Information Management Services	\$78,550	\$78,556
Other Professional & Technical Services	\$23,172	\$23,172
Memberships & Professional Education	\$10,343	\$10,344
Subtotal Contractual Services	\$127,215	\$127,228

<b>Total Expenses</b>	<b>\$1,734,934</b>	<b>\$1,971,163</b>
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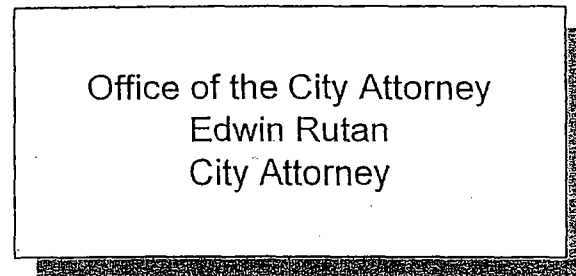
# SALT LAKE CITY CORPORATION

Fiscal Year 2006-07

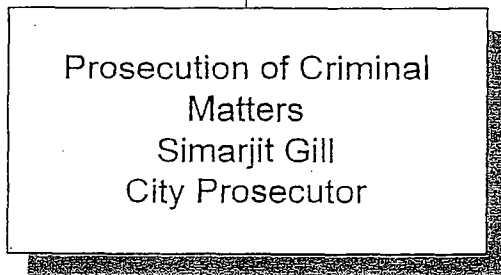


# OFFICE OF THE CITY ATTORNEY

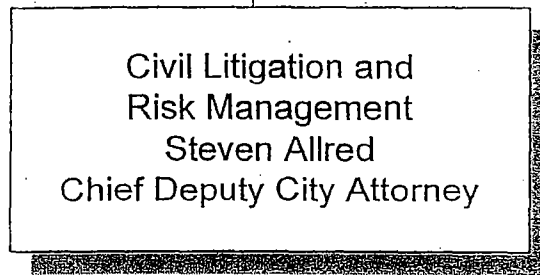
Organizational  
Structure  
Fiscal Year 2006-07



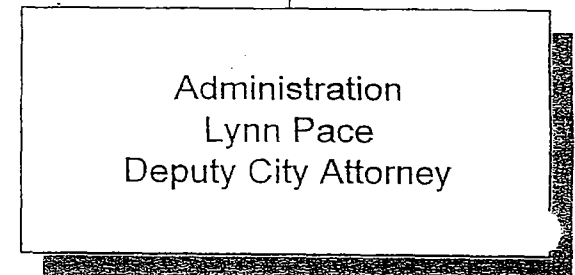
Mayor, City Council and Executive Support  
Special Litigation



Criminal Screening, Litigation and Appeals  
Citizen Screenings  
CAT Teams Support  
Restorative Justice Programs



Risk Management  
Litigation  
Lobbying  
Special Assignments



Land-Use and Planning  
Special Assignments  
Office Administration

**CERTIFIED ASSURANCES**

1. The subgrantee assures that grant funds awarded under the Violence Against Women Formula Grant Program, authorized by the Violent Crime Control and Law Enforcement Act of 1994, reauthorized through the Victims of Trafficking and Violence Protection Act of 2000, and again reauthorized in 2005 will not supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for victim assistance activities.
2. The subgrantee assures the **matching funds** required to pay the non-Federal portion of the cost of each program, for which grant funds are made available, shall be **in addition to funds that would otherwise be made available for Violence Against Women projects by the recipients of grant funds.**
3. The subgrantee assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Office of Crime Victim Reparations (OCVR) shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received under the Act. Additionally, the subgrantee assures that it shall maintain such data and information and submit such reports, in such form, at such times, and contain such information as the Office of Crime Victim Reparations may require.
4. The subgrantee assures that it will comply with the lead agency's policies regarding travel, purchasing supplies and equipment, contractual agreements, etc. The only exception to this policy is personnel expenditures. According to the Fair Labor Standards Act, personnel costs including **overtime** must be paid according to the individual's employing agency's personnel policies. (The lead agency is the unit of local or State government which employs the individual signing the grant application cover sheet as the Authorized Official.)
5. The subgrantee certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies and that the applicant will comply with all provisions of the Act and all other applicable Federal laws, regulations, and guidelines.
6. The subgrantee assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1960 as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Department of Justice Nondiscriminating Regulations 28 CFR Part 42, Subparts C, D, E, and G; and their implementing regulations, 41 CFR Part 60.1 et. seq., as applicable to construction contracts.
7. The subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex or disability against a recipient of funds the recipient will forward a copy of the findings to the Office of Crime Victim Reparations.
8. The subgrantee assures that it will comply with the applicable provisions of the Violent Crime Control and Law Enforcement Act of 1994 updated through the Victims of Trafficking and Violence Protection Act of 2000/2005 and the Office of Justice Programs' Financial Guide. The Financial Guide is available through the World Wide Web at: [www.ojp.usdoj.gov/FinGuide/](http://www.ojp.usdoj.gov/FinGuide/)
9. The subgrantee that it will comply with the provision of 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for implementing the National environmental Policy Act; and Part 63 Floodplain Management and Wetland Protection Procedures.

## GRANT CONDITIONS

FORM 2

- 1. Compensation and Method of Payment.** The Office of Crime Victim Reparations will reimburse the subgrantee for the Federal share of approved program expenditures on a monthly or quarterly basis as financial status reports are submitted and approved up to the amount of approved Federal expenditures.
- 2. Reports.** The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the Office of Crime Victim Reparations may reasonably require, including at least quarterly financial and progress reports, and final financial and narrative reports. **Quarterly financial and progress reports shall be received no later than 30 days after each quarter ends. The quarters end March 31, June 30, September 30, and December 31.** (Final reports must be received no later than 30 days after the ending date of the project.)
- 3. Report to Governing Entity.** The Subgrantee shall give two reports during the program year to the local, state, or non-profit governing entity (city council, county commission, board of directors) receiving the grant funds. The reports will include crime categories under which crime victims are served, types of services provided, and program accomplishments as described under contract Section E. Record of Providing Effective Services, Quarterly Progress reports and Annual Performance Reports. VAWA-funded personnel shall participate in the report presentations. Quarterly progress reports must contain verification that reports have been made.
- 4. Audit Reports.** Subgrantees are to have annual examinations in the form of audits. These audits will be submitted to Office of Crime Victim Reparations with any Management Letters no less than one month after completion of the audit. Local governments have 180 days after the end of their fiscal year to complete their audits while all other subgrantees have nine months to complete their audit. The audits must conform with OMB Circular A-133, and contain grant information in the Schedule of Federal Financial Assistance. During the audit process, either the subgrantee or the auditor will send the Office of Crime Victim Reparations a verification letter to confirm grant payments. The audit threshold has changed to \$500,000 of total federal assistance expenditures made in the grantee's fiscal year.
- 5. Matching Funds.** Subgrantees must provide adequate cash or in-kind match to defray at least twenty-five percent (25%) of the total costs of establishing and operating the program. This amount must be expended during the program period. The match must be funds that were not heretofore available for program efforts, but may include forfeited assets. **The 25% match requirement may be computed by dividing the amount of the Federal funds requested by three (award ÷ 3=match).**
- 6. Utilization and Payment of Funds.** Funds awarded are to be expended only for purposes and activities covered by subgrantee's approved project activities and budget. Project funds will be made available in accordance with provisions as prescribed by the Office of Crime Victim Reparations. The subgrantee agrees to return to the Office of Crime Victim Reparations all unexpended Federal funds provided hereunder to the Office of Crime Victim Reparations within 60 days of termination of the subgrant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audit.
- 7. Obligation of Grant Funds.** Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.
- 8. Expenses Not Allowable.** Project funds may not be expended for: (a) items not part of the approved budget or separately approved by the Office of Crime Victim Reparations; (b) the purchase of land; (c) construction projects; (d) indirect or overhead cost rates which have not been approved by the federal government. **Expenditure of funds in excess of ten percent (10%) of the amount budgeted per budget category will be permitted only with the Office of Crime Victim Reparations prior written approval.**

**9. Termination of Aid.** If through any cause the subgrantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the subgrant agreement, or substantially fails to comply with the Violence Against Women's Act as reauthorized; and any regulations promulgated under these laws, as determined by the OCVR, then the OCVR shall have the right to terminate the subgrant agreement or to suspend fund payments by giving written notice to the subgrantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action. In such event, all finished and unfinished documents, data studies, surveys, drawings, maps, models, photographs and reports prepared by or on behalf of the subgrantee under the subgrant agreement shall at the option of the OCVR, become its property, and the subgrantee shall be entitled to receive just and equitable reimbursement of any work satisfactorily completed under the subgrant agreement.

**10. Inspection and Audit.** The OCVR, Department of Justice, and the Comptroller General of the United States, or any of their duly authorized representatives shall have access for purpose of audit and examinations to any books, documents, papers, and records of the subgrantee, and to relevant books and records of subgrantees and contractors as provided for in P.L. 90-351 as amended, P.L. 99-570, and the OJP Financial Guide.

**11. Personal Property.** The subgrantee shall retain any non expendable personal property acquired with subgrant funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by OCVR subgrant funds. When there is no longer a need for the property to accomplish the purpose of the program, the subgrantee shall request property disposition instructions from the OCVR.

**12. Maintenance of Records.** All financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts shall be retained for at least three years after completion of the project for purposes of state and federal examinations and audits.

**13. Written Approval of Changes.** Subgrantees must obtain prior written approval from the OCVR for major program changes. These include (a) change of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; and (c) changes in the approved project budget as specified in condition seven (7) above; and (d) budget adjustments in excess of ten percent (10%) of the affected budget category.

**14. Third Party Participation.** No contract or agreement may be entered into by the subgrantee for execution of project activities or provision of services (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved proposal or approved in advance by the OCVR. Any such arrangement shall provide that the subgrantee will retain ultimate control and responsibility for the subgrant project and that the subgrantee shall be bound by these subgrant conditions and any other requirements applicable to the subgrantee in the conduct of the project. **The OCVR shall be provided with a copy of all such contracts and agreements entered into by subgrantees.**

**15. Publications.** All published material and written reports submitted under grants or in conjunction with contracts under grants must be originally developed material unless otherwise specifically provided in the grant or contract document. When material, not originally developed, is included in the report, it must have the source identified. This identification may be in the Body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format. All written reports, studies and publications in pamphlet form must carry a caveat on the cover and title page which reads as follows:

PREPARATION AND PRINTING OF THIS DOCUMENT FINANCED BY  
THE U.S. BUREAU OF JUSTICE ASSISTANCE AND  
UTAH OFFICE OF CRIME VICTIM REPARATIONS  
GRANT NUMBER: \_\_\_\_\_

**16. Written Descriptions of Programs.** The subgrantee agrees that when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to state and local governments, shall clearly state (a) the percentage of the total cost of the program or project which will be financed with Federal money, and (b) the dollar amount of Federal funds for the project or program.

**17. Conflict of Interest.** The subgrantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity, is presently, nor during the life of this contract shall be, officers or employees of the OCVR, provided that if such persons are or become officers or employees of the OCVR they must disqualify this application and any future discussions concerning the entity making this application.

18. **Program Director.** There shall at all times during the life of the subgrant agreement be an individual appointed by the subgrantee as "Program Director." This individual will be responsible for program planning, operation and administration under the subgrant agreement.

19. **Confidentiality of Research Information.** Pursuant to Section 229 of the Justice System Improvements Act of 1979, research information identifiable to an individual, which was obtained through a program funded wholly or in part with STOP Violence Against Women funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding. 28 CFR Part 22.

20. **Release of Information.** All records, papers and other documents kept by recipients of OCVR or VAWA funds, their subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to the OCVR or the Bureau of Justice Assistance. These records and other documents submitted to the OCVR or the BJA pursuant to application for funds, are required to be made available to the OCVR or the BJA under the terms and conditions of the Federal Freedom of Information Act, 5 U.S.C. 552.

21. **Project Income.** All interest or other income earned by the subgrantee with respect to grant funds or as a result of conduct of the grant project (asset forfeitures, sale of publications, registration fees, services charges on fees, etc.) must be tracked. Interest on grant fund advancements must be returned to the OCVR by check payable to the Treasurer of the State of Utah. All other program income will remain with the project or be used to reduce projects costs. Program income is subject to the same requirements as are the Federal grant and cash match monies.

22. **Political Activity.** The restrictions of the Hatch Act, P.L. 93-443, 5 U.S.C. Chapter 73, Subchapter III (as amended), concerning the political activity of government employees are applicable to state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such State and local government employees may take an active part in political management and campaigns except they may not be candidates for office.

23. **Copyrights and Rights in Data.** Where activities supported by this grant produce original computer programs, writings, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), the government has the right to use, duplicate and disclose, in whole, in part, or in any manner for any purpose whatsoever and have others do so. If the material is copyrightable, the grantee may copyright such, but the government reserves a royalty-free non-exclusive and irreversible license to reproduce, publish and use such materials in whole or in part and authorize others to do so.

24. **Patents.** If any discovery or invention arises or is developed in course of, or as result of work performed under this grant, the subgrantee shall refer the discovery or invention to VAWA. The subgrantee hereby agrees that determination of rights to inventions made under this grant shall be made by the Administrator of VAWA or his duly authorized representative, who shall have the sole and exclusive powers to determine whether or not and where patent application should be filed and to determine the disposition of all rights in such inventions, including title to and license rights under any patent application or patent which may issue thereon. The determination of the Administrator, or his duly authorized representative, shall be accepted as final. In addition, the subgrantee hereby agrees and otherwise recognizes that the Government shall acquire at least an irrevocable non-exclusive royalty free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this subgrant.

25. **Information Systems.** With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. **The grantee further agrees:**



- a. That all computer programs (software) produced under this grant will be made available to the VAWA for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon request, to VAWA. The documentation will include but not be limited to system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.

**26. Sexual Assault Forensic Medical Exam.** The State and subgrantees shall not require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, and reimbursement for charges incurred on account of such an exam.

**27. Criminal Penalties.**

- a. Whoever embezzles, willfully misapplies, steals or obtains by fraud or endeavors to embezzle, willfully misapply, steal or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.
- b. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act, whether received directly or indirectly from the Administration, shall be subject to the provisions of Section 371 of Title 18, U.S.C.

The signature below certifies that the program proposed in this application meets all the requirements of the Violent Crime Control and Law Enforcement Act of 1994 and updated reauthorizations in 2000 and 2005, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the Crime Control Act and all other Federal laws. By appropriate language incorporated in each grant, subgrant or other document under which funds are to be disbursed, the authorized official shall assure that the applicable certified assurances and grant conditions will be complied with by their own agency and any other agency with whom they make contracts or agreements with.

SUBGRANTEE ACCEPTANCE OF CERTIFIED ASSURANCES AND GRANT CONDITIONS *(sign below)*

  
 AUTHORIZED OFFICIAL *(same as Contract Cover Sheet)*

11/13/2006  
 DATE

ATTORNEY'S OFFICE FORM  
 Salt Lake City Attorney's Office  
 Date 11/19/2006  
 By W Spudis

**CIVIL RIGHTS REQUIREMENTS  
EEO SHORT FORM**

The applicant agency assures that it will comply with the Civil Rights Act of 1964 as outlined in 28 CFR and with the Americans with Disabilities Act of 1990 as outlined in 28 CFR Part 35.

Please complete the following:

- 1. Agency\*: Salt Lake City Corporation
- 2. Number of Persons Employed by the Agency: 2,100
- 3. Amount of Grant Request: \$48,298.29
- 4. Name and Title of the Civil Rights Contact Person: Marco Kunz  
(Equal Employment Opportunities)
- 5. Address: 451 South State Street, Room 115  
Salt Lake City, UT 84111
- Telephone Number: (801) 535-6405

**CERTIFICATION (EEO ON FILE)**

**Equal Employment Opportunity (EEO) Plan.** Agencies that employ 50 or more persons and that receive \$25,000.00 or more in total Federal funds are required to have an EEO Plan that complies with 28 CFR part 42, subpart E. Contact Christine Watters (238-2369) with OCVR and she will send you a seven-step guide to the design and development of an EEO Plan that complies with 28 CFR.

For agencies required to have an EEO Plan, complete the following certification:

I, Mayor Ross C. Anderson (Authorized Official) certify that the Salt Lake City Corp. (agency) has formulated an equal opportunity plan in accordance with 28 CFR 42.301 et seq., subpart E, and that it is on file at Salt Lake City Corporation (agency), locate at 451 South State Street, Room 128, Salt Lake City, Utah 84111 (address), for review or audit by officials of the Office of Crime Victim Reparations as required by relevant laws and regulations.

  
(Signature)

11/13/2006  
(Date)

If the agency does not have an appropriate EEO Plan, check the box and attach an addendum outlining what steps the agency is currently taking to develop an EEO Plan that complies with the requirements stated above, and when it is expected the plan will be completed.

**CERTIFICATION (NO EEO REQUIRED)**

For agencies who are not required to have an EEO, check the box and complete the following certification:

**I HEREBY CERTIFY THAT THE FUNDED AGENCY HAS LESS THAN 50 EMPLOYEES OR RECEIVES LESS THAN \$25,000 IN FEDERAL FUNDS PER YEAR AND THEREFORE IS NOT REQUIRED TO MAINTAIN AN EEO, PURSUANT TO 28 CFR 42.301, ET SEQ.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

OMB Approval No. 1121-0140

Expiration Date: 12/31/07

\*The "agency" referred to here is the unit of local government, department within State government or the non-profit agency authorized to apply for the grant.

APPROVED AS TO FORM  
Salt Lake City Attorneys Office  
Date 11/9/2006  
By J. Spauldine

## Audit Requirements

(Local Agencies Only)

The applicant agency expending more than \$500,000 in Federal funds per year assures that it will submit audit reports (**with Management Letters**) to OCVR annually. The audit report must comply with OMB circular A-133 and be submitted to OCVR within one month of completion of the audit.

By State code, **local governments** must complete their audit within six months of the end of their fiscal year, **other agencies** must complete their audit within nine months. During the audit process subgrantees or their auditors must send OCVR a confirmation letter that verifies payments made to the grant program.

The audit will include a Schedule of Federal Financial Assistance that contains revenue and expenditure information from the grant. The following information will assist the auditors in completing the Schedule of Federal Financial assistance:

**Federal Grantor Agency:** Department of Justice

**Federal Grantor number:** 2006-WF-AX-0041

**Federal CFDA number:** 16.588

Additionally, please provide the following information:

1. **Fiscal Year of Applicant Agency\*** (*July-June, Jan-Dec etc.*): July - June
2. **Name and title of audit contact person\*\*:** Elwin Heilman, Deputy Comptroller  
*(Individual responsible for agency's Single Audit)*
3. **Address:** Salt Lake City Corporation  
451 South State Street, Room 248  
Salt Lake City, Utah 84111
4. **Telephone number:** (801) 535-6424

\* The "agency" referred to here is the unit of local government or the non-profit agency authorized to apply for the grant.

\*\*Provide the audit contact person with a copy of this form.

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, or persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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, and officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) transaction or contract under a

public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

**B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.**

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

**A. The applicant certifies that it will or will continue to provide a drug-free workplace by:**

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

451 S. State St. SLC, UT 84111  
349 S. 200 E., # 500, SLC, UT  
333 S. 200 E., SLC, UT 84111

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State state agencies may elect to use OJP Form 4061/7.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

Check  if the State has elected to complete OJP Form 4061/7.

(1) Taking appropriate personnel actions against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Section 67.615 and 67.620--

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and


(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

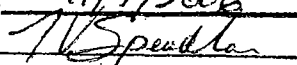
B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

**AS THE DULY AUTHORIZED REPRESENTATIVE OF THE APPLICANT, I HEREBY CERTIFY THAT THE APPLICANT WILL COMPLY WITH THE ABOVE CERTIFICATIONS**

- 1. Grantee Name and Address: Salt Lake City Corporation  
451 South State Street  
Salt Lake City, Utah 84111
- 2. Application Number and/or Project Name: Court Victim Assistance
- 3. Grantee IRS/Vendor Number: 87-6000279
- 4. Typed Name and Title of Authorized Representative: Ross C. Anderson  
(mayor, city council chair, county commission chair, or university/college president)  
Mayor
- 5. Signature:   
(same Authorized Official as on contract cover sheet)
- 6. Date: 11/13/06

APPROVED AS TO FORM  
 Salt Lake City Attorneys Office  
 Date 11/9/2006  
 By 

### CERTIFICATION REGARDING COMPLIANCE WITH VICTIM RIGHTS


Subgrantee understands that the purpose of this grant is to provide financial assistance to organizations that serve victims of crime. Grantee understands that certain state laws exist setting a minimum level of rights for victims of crime and that these rights change from time to time. Subgrantee further understands that all agencies who apply for and receive these grant funds must contractually agree to extend any and all rights and services, applicable to the agency, that are required by law.

Subgrantee specifically represents herein that Subgrantee understands the legal rights extended to victims of crime and will train all relevant employees and volunteers in those rights. Subgrantee specifically agrees to comply with all victim rights laws.

Subgrantee further understands that this certification is a material representation of fact upon which reliance will be placed when the agency determines to award a grant. False certification or violation of the certification shall be grounds for suspension of payments or suspension or termination of the grant.

1. Name of Authorized Official: Ross C. Anderson  
(same Authorized Official as on the contract cover sheet)

2. Title of Authorized Official: Mayor

3. Signature of Authorized Official:  4. Date: 11/13/06  
(same Authorized Official as on contract cover sheet)

5. Name of Organization: Salt Lake City Corporation

6. Address of Organization: 451 South State Street  
Salt Lake City, Utah 84111

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 11/9/2006  
By J. V. Spudis

# RAPE CRISIS COUNSELOR MANDATE FOR THE STATE OF UTAH

(Applicable to Non-Profit Organizations)

The Office of Crime Victim Reparations requires all non-profit organizations (501(c)3) receiving Violence Against Women (VAWA) funding to provide rape crisis services certify their compliance with the Confidential Communications for Sexual Assault Act, Utah State Judicial Code 78. All Subgrantee staff and volunteers who provide direct services to victims of sexual violence must complete 40 hours of training in assisting victims of sexual assault. Training to certify as a Rape Crisis Counselor must be provided by a Utah Rape Crisis Program or a sexual assault coalition.

## Confidential Communications for Sexual Assault Act Utah State Judicial Code Section 78

**78-3c-1. Short title.** This act shall be know and may be cited as the "Confidential Communications for Sexual Assault Act."  
Enacted by Chapter 158, 1983 General Session

**78-3c-2. Purpose of act.** It is the purpose of this act to enhance and promote the mental, physical and emotional recovery of victims of sexual assault and to protect the information given by victims to sexual assault counselors from being disclosed.  
Enacted by Chapter 158, 1983 General Session

**78-3c-3. Definitions. As used in this chapter:**

- (1) "Confidential communication" means information given to sexual assault counselor by a victim and includes reports or working papers made in the course of the counseling relationship.
- (2) "Rape crisis Center" means any office, institution, or center assisting victims of sexual assault and their families which offers crisis intervention, medical, and legal services, and counseling.
- (3) "Sexual assault counselor" means a person who is employed by or volunteers at a rape crisis center who has a minimum of 40 hours of training in counseling and assisting victims of sexual assault and who is under the supervision of the director or designee of a rape crisis center.
- (4) "Victim" means a person who has experienced a sexual assault of whatever nature including incest and rape and request counseling or assistance regarding the mental, physical, and emotional consequences of the sexual assault. Enacted by Chapter 158, 1983 General Session

**78-3c-4. Disclosure of confidential communication.** The confidential communication between a victim and a sexual assault counselor is available to a third person only when:

- (1) the victim is a minor and the counselor believes it is in the best interest of the victim to disclose the confidential communication to the victim's parents;
- (2) the victim is a minor and the minor's parents or guardian have consented to disclosure of the confidential communication to a third party based upon representations made by the counselor that it is in the best interest of the minor victim to make such disclosure;
- (3) the victim is not a minor, has given consent, and the counselor believes the disclosure is necessary to accomplish the desired result of counseling; or
- (4) the counselor has an obligation under Title 62A, Chapter 4, to report information transmitted in the confidential communication.

Amended by Chapter 30, 1992 General Session

AS THE DULY AUTHORIZED REPRESENTATIVE OF THE APPLICANT, I HEREBY CERTIFY THAT THE APPLICANT IS IN COMPLIANCE WITH THE TRAINING MANDATE STATED ABOVE (*sign below*)

  
\_\_\_\_\_  
AUTHORIZED OFFICIAL (*same as contract cover sheet*)

11/13/2006  
\_\_\_\_\_  
DATE

IF YOU ARE NOT CURRENTLY IN COMPLIANCE WITH THE TRAINING MANDATE STATED ABOVE, PLEASE CHECK THE BOX AND SUBMIT A LETTER REQUESTING A 90 DAY EXTENTION IN ORDER TO COMPLY.

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 11/9/2006  
By T.V. Spaulter

U.S. DEPARTMENT OF JUSTICE  
 OFFICE OF JUSTICE PROGRAMS  
 OFFICE OF THE COMPTROLLER

Certification Regarding  
 Debarment, Suspension, Ineligibility and Voluntary Exclusion  
 Lower Tier Covered Transactions  
 (Sub-Recipient)


This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

1. The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative: Ross C. Anderson  
(same Authorized Official as on contract cover sheet)

Mayor

Signature:  Date: 11/13/2006

Name of Organization: Salt Lake City Corporation

Address of Organization: 451 South State Street  
Salt Lake City, Utah 84111

APPROVED AS TO FORM  
 Salt Lake City Attorney's Office  
 Date 11/9/2006  
 By J. W. Spence