

**MIDVALE CITY, UTAH  
RESOLUTION NO. 2020-R-41**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE COMMUNITY  
DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN MIDVALE CITY AND  
SALT LAKE COUNTY**

**WHEREAS**, Midvale City (City) created the ADA Improvement Program for the construction and reconstruction of Americans with Disabilities Act (ADA) compliant sidewalk ramps; and

**WHEREAS**, the City applied for funding from the Salt Lake County Community Development Block Grant Program (CDBG) to support a portion of the costs of the ADA Improvement Program; and

**WHEREAS**, Midvale City committed in their CDBG application to provide matching funding of \$50,000 to partially fund the implementation of the ADA Improvement Program; and

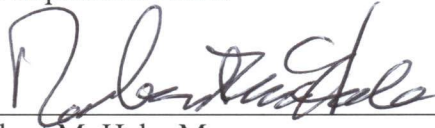
**WHEREAS**, Salt Lake County approved the City's grant application and awarded \$160,000 for the implementation of the ADA Improvement Program; and

**WHEREAS**, the City seeks to use the awarded CDBG Grant funding to implement the ADA Improvement Program; and


**WHEREAS**, the City and Salt Lake County have prepared a CDBG Grant Agreement (Agreement) for the administration of the CDBG grant; and

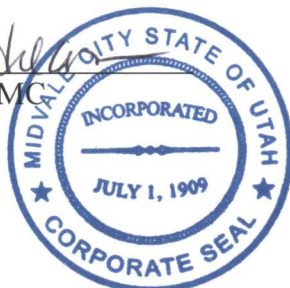
**NOW THEREFORE BE IT RESOLVED**, by the City Council of Midvale City, Utah to hereby approve the CDBG Grant Agreement between Salt Lake County and Midvale City and authorize the Mayor to execute the agreement, subject to any additional terms and conditions approved by Midvale City's legal counsel.

**APPROVED AND ADOPTED** this 15<sup>th</sup> day of September 2020.

  
\_\_\_\_\_  
Robert M. Hale, Mayor

ATTEST:

  
\_\_\_\_\_  
Rori L. Andreason, MMC  
City Recorder



Voting by the Council:

Quinn Sperry

Paul Glover

Heidi Robinson

Bryant Brown

Dustin Gettel

"Aye" "Nay"

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SALT LAKE COUNTY  
County Contract No. **HCD20053CH**  
CDBG Municipal  
District Attorney No. 20-16511  
CFDA # 14.218

1. PARTIES: This subrecipient agreement is between Salt Lake County, a body corporate and politic of the State of Utah, ("County"), and Midvale City Corporation, a municipal corporation of the State of Utah, 7505 South Holden Street, Midvale, UT 84047, ("Subrecipient"), DUNS Number: .

Subrecipient Contact Person: Kane Loader, City Manager

2. PROJECT(S) OR ACTIVITIES: The activities or projects to be conducted hereunder are listed in County's "Consolidated Plan" as submitted to HUD for CDBG Program Year 46, and are generally described as follows and referred to hereinafter as the "Project":

<u>PROJECT NUMBER</u>	<u>PROJECT TITLE</u>	<u>PROJECT TOTAL COSTS (\$)</u>
05.05MIDV46	Midvale City 20/21 ADA Improvement Program	\$ 160,000.00

3. SUBAWARD INFORMATION: The following information is provided pursuant to 2 CFR 200.331(a)(1):

- a. Federal Award Identification No (FAIN): B-20-UC-49-0001
- b. Federal Award Date: July 1, 2020
- c. Total Amount of Federal Funds Obligated to Subrecipient by County:  
\$ 160,000.00
- d. Total Amount of the Federal Award committed to Subrecipient:  
\$ 160,000.00
- e. Is Award Research and Development: No
- f. Indirect Cost Rate for Federal Award for County: N/A

4. PERIOD OF PERFORMANCE:

Period of performance begins 7/1/2020  
Period of performance terminates 6/30/2021  
Agreement expires as of 8/31/2021

5. FUNDING AMOUNT:

Total subgrant amount of one hundred sixty thousand dollars and no/100 (\$ 160,000.00).

6. DOCUMENTS INCORPORATED INTO THIS GRANT AND ATTACHED:

- ATTACHMENT A: General Terms and Conditions
- ATTACHMENT B: Project Statement of Work
- ATTACHMENT C: Project Budget
- ATTACHMENT D: Statistical Report
- ATTACHMENT E: Gantt Chart
- ATTACHMENT F: Subrecipient Score Card

Any conflicts between Attachment A and other attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED: All other governmental laws, regulations, or actions applicable to the services authorized by this agreement.


IN WITNESS WHEREOF, each of the parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

Subrecipient Name:

SALT LAKE COUNTY

**Midvale City Corporation**

By:   
Robert Hale (Sep 22, 2020 17:33 MDT)


By:   
Mayor or designee

Title: Mayor


Date: Sep 23, 2020

Date: Sep 22, 2020

Division Approval:

By:   
Director or Designee

Approved as to Form:

By:   
Megan L. Smith  
Deputy District Attorney

August 21, 2020



ATTACHMENT A:  
GENERAL TERMS AND CONDITIONS

**1. Background.** County has entered into a grant agreement ("Grant Agreement") with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block Grant Program (the "CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 (the "Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("CDBG") programs, 24 Code of Federal Regulations ("CFR") part 570, as amended, (the "Rules and Regulations") and the applicable provisions of 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Super Circular"). County is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects, as provided in the Rules and Regulations regulating CDBG program funds.

**2. Project Responsibility.** County's Division of Housing and Community Development ("HCD") is hereby designated as the representative of County regarding all CDBG Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. County will monitor the performance of Subrecipient against goals and performance standards required in Attachment B - Statement of Work. Substandard performance as determined by County will constitute non-compliance with the agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by County, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.

**3. Project Budget.**

a. A budget ("Budget(s)") must be prepared for each of the Projects subject to this Agreement and submitted to County for review prior to the start of each of the Project(s). These Budgets must be approved by County and be attached to this Agreement when executed. The Project(s) shall be identified in Attachment C, with a sub-attachment number, if appropriate, for each Project. Each of the Budget(s) shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to Subrecipient for that Project.

b. Subrecipient shall adhere to the requirements of the Budget(s) as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project Budgets as such changes become necessary. All changes however, within the Budget(s), shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount of any of the Budget(s) under this Agreement that would increase or decrease the total amount of funding specified in Paragraph 7 a. of the General Terms & Conditions, or result in a change in the scope, location or beneficiaries of the Project, shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of Paragraph 9 of the General Terms & Conditions.



**4. Eligible Costs.** All costs which are incurred on any of the Project(s) by Subrecipient after the effective date of this Agreement and which have been determined by County to be appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.

**5. Extension Periods.** This Agreement may be extended by written amendment at County's sole option for two additional twelve (12) month periods on the same terms and conditions and in such amount and budget as shall be attached to said amendment however, such extension does not permit Subrecipient to carry over funds from the budget attached hereto into such extension period. No extensions will be granted after expiration or termination of this Agreement.

**6. Time is of the Essence.** All performance of this Agreement shall be undertaken and completed by the Subrecipient in an expeditious manner and shall not extend beyond the end of the contract expiration date unless this Agreement is extended by amendment.

**7. Funding Amount.**

a. Subject to the requirements of this Agreement County will fund the Subrecipient for the full performance of this Agreement and the actual conduct of the Project(s) specified herein undertaken by Subrecipient. This is a fixed ceiling amount and shall not be considered as an "estimate-of-cost," "percentage-of-cost" or any kind of "cost-plus" sum, price, or amount. In addition, as used in this Agreement, unless the context indicates otherwise, the words "expend," "expended" and "expenditure" shall include all amounts obligated or committed by Subrecipient by written agreement (including unilateral purchase orders) for expenditure on the Project(s).

b. Subrecipient must make a concerted, good-faith effort to expend the total subgrant within the Period of Performance. Subrecipient costs and expenditures, however, shall not exceed the total funding amount. County shall not be liable for or reimburse Subrecipient for any extra costs or overruns on the Project(s) or any additional funding in excess of the total amount stated in this Agreement without prior written amendment.

c. In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subrecipient for project costs as specified in Attachment C by the end of the contract expiration date, as that period may have been extended or otherwise changed, Subrecipient shall refund, release or transfer any unexpended amount back to County within 30 days. Any project funds held by County at the end of the Period of Performance or refunded, released or transferred to County shall be reallocated by County. Subrecipient shall be eligible to apply for these funds but shall have no greater priority than any other applicant.

d. In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this Agreement, Subrecipient shall, upon notice from County, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, County or other

lawful directive.

e. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### **8. Methods of Disbursement.**

a. Subrecipient may request disbursement from County of that part of the funding amount relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended.

b. A request by Subrecipient for either a lump sum or for periodic reimbursement payments on a Project shall be in a form and content as prescribed by County and shall be submitted to County for review and for a determination of eligibility for payment. Upon approval by County, that division will submit the request to the appropriate County offices and divisions for processing and payment. Requests for periodic payments shall be supported and documented as required by County on the basis of costs actually incurred by Subrecipient on a Project during the period for which payment is requested.

c. Prepayment of the funds or a partial advance of funds to Subrecipient for a Project may be made by County if the nature of the Project or unusual circumstances justify such payment. Any prepayment or advance payment made hereunder must be justified in writing by Subrecipient and must be pre-approved and authorized by County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and are not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

d. Expenditures under this Agreement, whether or not prepaid, determined by County or HUD to be ineligible for reimbursement or which are inadequately documented will upon written request be immediately refunded to County by Subrecipient.

e. No requests for reimbursement or other payments under this Agreement due to cost overruns of any kind on the Project(s) shall be approved, allowed, or paid by County unless the amount requested has been approved by a written amendment.

#### **9. Amendments.**

a. Either of the parties may request amendments to any of the provisions of this Agreement at any time during the period of performance but no amendment shall be made or performed until it has been mutually agreed to by the parties. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done, except that, extensions of time amendments in the Period of Performance and contract expiration date may be authorized and given by County as provided below.



- b. County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Project(s) to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

**10. Consultation and Technical Assistance.** County will be available to provide technical assistance upon written request of the Subrecipient or as County deems necessary for improved Program operation.

**11. Additional Requirements.**

a. **Compliance.**

i. Subrecipient agrees to comply with the requirements the CDBG Program regulations found at 24 CFR Part 570 and all incorporated and related federal regulations, statutes, policies, and directives, as applicable. Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, policies, and Salt Lake County program directives governing the funds and services provided under this Agreement including but not limited to 2 CFR Part 200.

ii. Subrecipient Certifications. In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the Subrecipient will abide by the applicable certifications found at: <https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/>.

b. **Independent Contractor.** The relationship of County and Subrecipient under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners or joint venturers.

The parties agree that Subrecipient's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

c. **Licensing.** Subrecipient will obtain all licenses, permits and/or certificates required by federal, state, and local government statutes, laws, ordinances and/or regulations required by every governmental jurisdiction in which the Program is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and



certificates available during normal business hours for inspection by County.

d. **Indemnification.** Both parties are governmental entities under the Governmental Immunity Act, §§ 63G-7-101 et seq., Utah Code, therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

e. **Insurance for contracts over \$50,000 and all Facility Improvement Projects.** Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

f. **General Insurance Requirements for All Policies.**

i. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

ii. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

- (1) Currently rated A- or better by A.M. Best Company;  
(1A) for construction contracts only, the insurer must also have an A.M. Best Company financial size category rating of not less than VII.

—OR—

- (2) Listed in the United States Treasury Department’s current listing of Approved Sureties (Department Circular 570), as amended.

iii. Subrecipient shall furnish certificates of insurance, acceptable to County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. Subrecipient shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.

iv. In the event any work is subcontracted, Subrecipient shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Subrecipient hereunder.

v. Subrecipient's insurance policies shall be primary and non-contributory to any other coverage available to County. The workers' compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of County.

vi. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Subrecipient shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.

vii. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to County in a manner approved by the County District Attorney.

viii. In the event Subrecipient fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Subrecipient for the costs of said insurance.

**Required Insurance Policies.** Subrecipient agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

(a) Workers' compensation and employer's liability insurance sufficient to cover all of Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Subrecipient shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law. (County is not to be an additional insured under Subrecipient's workers' compensation insurance.)

(b) Commercial general liability insurance, on an occurrence form, naming County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect County, Subrecipient, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Subrecipient's operations under this Agreement, whether performed by Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to County



whether such coverage be primary, contributing, or excess.

(c) Professional liability insurance with a minimum policy limit of \$1,000,000 per occurrence. (County is not to be an additional insured for professional liability insurance.

(d) If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 per occurrence.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

(d) Subrecipient shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Subrecipient agrees not to operate a vehicle in connection with services rendered under this Agreement, County shall not require Subrecipient to provide commercial automobile liability insurance.

g. **Bond Requirements.** If the Project(s) involves construction or rehabilitation costing \$25,000 or more, Subrecipient may require that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than 100% of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subrecipient shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

h. **Grantor Recognition.** Subrecipient shall insure recognition of the role of HUD in providing services through this Agreement. All activities, facilities, and items funded under this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

i. **Suspension or Termination.** Either party may terminate this Agreement for convenience at any time, as set forth at 2 CFR Sections 339 and 340, by giving thirty (30) days written notice to the other party of such termination. Partial terminations of the Project(s) identified in this Agreement may only be undertaken with the prior approval of County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of County, become the



property of County, and Subrecipient shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination. County may also suspend or terminate this Agreement, in whole or in part, in accordance with the provisions of 2 CFR Sections 338 - 342, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and County may declare Subrecipient ineligible for any further participation in County's contracts, in addition to other remedies as provided by law.

## **12. Administrative Requirements.**

a. **Uniform Requirements.** The Subrecipient and its agencies or instrumentalities and subrecipients shall comply with applicable uniform administrative requirements, cost principles, and audit requirements as described in 2 CFR Part 200 and as modified by 24 CFR § 570.502. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-13.

b. **Other Program Requirements.** Subrecipient shall comply with the program requirements set forth at 24 CFR §§ 570.600 - 570.614. Except, Subrecipient shall **not** be required to assume the environmental responsibilities described at 24 CFR § 570.604 or the review process under 24 CFR Part 52.

c. **Financial Management.** Subrecipient agrees to comply with the standards for financial and program management in accordance with 2 CFR Part 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

d. **Cost Principles.** Subrecipient, as specified in 24 CFR § 570.502(a), shall administer its program in conformance with 2 CFR Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

## **13. Documentation and Record-Keeping.**

a. **Records to be Maintained.** Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be funded under this Agreement.

b. **Retention.** Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be the longer of three (3) years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds

under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

c. **Client Data.** Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

d. **Disclosure.** Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. **Property Records.** The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Subrecipient will adhere to 2 CFR § 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond 15 years the reporting periods are multiyear reporting periods.

**14. Close-Outs.** Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR § 200.343, are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records.

**15. Audits & Inspections.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, grantor agency, their designees or the federal government, at any time during normal business hours, as often as County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within a time period as agreed upon by County and Subrecipient after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or refunding of payments to County. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Subrecipient audits and, as applicable, 2 CFR Part 200, Subpart F.

## **16. Program Income.**



- a. All program income, as defined at 24 CFR § 570.500(a), will be returned to County immediately upon being earned. Program income is defined in § 570.500(a) of the Rules and Regulations as gross income received by Subrecipient which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).
- b. Any program income in possession of Subrecipient that has not been returned to County when this Agreement expires or is terminated, or is received by Subrecipient after this Agreement expires or is terminated, shall be transferred or paid to County in accordance with the provisions of Paragraph 19, entitled Reversion of Assets.

**17. Indirect Costs.** Indirect costs may be charged if Subrecipient develops an indirect cost allocation plan, prepared in accordance with 2 CFR Part 200, Subpart E, for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to County for approval.

**18. Progress Reports.** During the actual conduct of the Project, Subrecipient shall prepare and submit to County every three (3) months, or as otherwise specifically requested by County, a detailed project status report. The report format shall be as approved by County but must show, at a minimum, the current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that project, the beneficiaries of the project, the money leveraged by CDBG-funded Activity, information relating to the HUD performance indicators, and any CDBG program income received on that project for the period preceding the report date.

**19. Reversion of Assets.** As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this Agreement, Subrecipient shall release to County any unexpended CDBG funds provided under this Agreement, all program income in its possession which it has not returned to County, and any accounts receivable attributable to the use of CDBG funds provided under this Agreement. Any real property in the control of Subrecipient that was acquired or improved with CDBG funds provided under this Agreement shall be managed in compliance with County's policy regarding the use of CDBG-assisted real property, as follows:

- a. **Acquired with CDBG Funds.** All property acquired by Subrecipient in whole or in part with CDBG funds must be used for a period of fifteen (15) years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low and moderate income persons; aiding in the prevention or elimination of slums and blight; or meeting community development needs having a particular urgency.
- b. **Improved with CDBG Funds.** All property improved in whole or in part with CDBG funds must be used by Subrecipient to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:
  - i. All properties receiving improvement funds between \$12,500 and \$99,999 must be used for eligible activities for five (5) years;



- ii. All properties receiving improvement funds between \$100,000 and \$199,999 must be used for eligible activities for ten (10) years;
  - iii. All properties receiving improvement funds of \$200,000 or more must be used for eligible activities for fifteen (15) years;
- c. If Subrecipient desires to change the use of real property covered by this policy during the applicable period listed above, it must do the following:
  - i. Provide affected citizens with reasonable notice of any proposed change in use and an opportunity to comment; and
  - ii. Ensure that the new use meets a CDBG national objective, or reimburse County's CDBG program in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CBG funds for acquisition of, and improvements to, the property.
- d. The threshold amounts set forth in Subparagraph b. above are cumulative, based on the total CDBG funding provided to Subrecipient in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by County to acquire or improve said real property. However, the use periods set forth in Subparagraph b. do not commence until closeout of the final agreement under which Subrecipient receives such acquisition or improvement funds.

**20. Procurement.** Subrecipient shall procure all materials, property, or services in accordance with the Procurement Standards of 2 CFR Part 200, Subpart D, except to the extent that the County's Purchasing Procedures are more restrictive, Subrecipient shall follow the County's procedures pursuant to Chapter 3.20 of the Salt Lake County Code of Ordinances. In the event the procurement standards of the Subrecipient are more restrictive than those in Chapter 3.20 or 2 CFR §§ 200.317 - 326, the more restrictive standards and requirements will apply.

**21. Equipment.** Equipment means tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit (2 CFR § 200.33). Subrecipient shall comply with 2 CFR Part 200, Subpart D as modified by 24 CFR § 570.502(a)(6) and County policy regarding the use, maintenance and disposition of equipment. In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D the more restrictive standards and requirements will apply.

## **22. Personnel & Participant Conditions.**

### **a. Civil Rights.**

- i. Nondiscrimination and Equal Opportunity.
  - (1) Subrecipient, and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all federal, state and county laws

governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

- (2) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.
  - (3) Subrecipient will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity or Affirmative Action employer. Subrecipient must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- ii. **Excessive Force.** Subrecipient agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
  - iii. **Land Covenants.** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such



measures as are necessary to enforce such covenant, and will not itself so discriminate.

- iv. **Section 504.** Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 706), which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. **Affirmative Action.**

- i. **Approved Plan.** Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR Part 60.
- ii. **W/MBE.** Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in President's Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). As used in this Agreement, the term "minority and Women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.
- iii. **Access to Records.** Subrecipient shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by County and will permit access to its books, records, and accounts by County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- iv. **EEO/AA Statement.** Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- v. **"Section 3" Compliance.** Subrecipient, and any of Subrecipient's subrecipients and subcontractors, shall comply with the provisions of



Section 3 of the Housing and Urban Development Act, as set forth at 24 CFR Part 135. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. Subrecipient agrees to compile and provide to the County all HUD-required Section 3 information regarding the hiring of low-income employees and (sub)contractors.

- vi. **Subcontract Provisions.** Subrecipient will include the provisions of Paragraphs 22(A), Civil Rights, and 22(B), Affirmative Action, in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

c. **Labor Standards.**

i. **Davis-Bacon.**

(1) For all contracts and subcontracts for construction, alteration, or repair in excess of \$2000, Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including(a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis-Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.

(2) Subrecipient agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all

such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- ii. **Work Hours.** Subrecipient agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.
- iii. **Hatch Act.** Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

d. **Contracting.**

- i. **Assignments and Contracting.** The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by Subrecipient for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements described in this agreement and any applicable state laws and local government ordinances.
- ii. **Subcontracts.**
  - (1) **Approvals.** Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.
  - (2) **Monitoring.** Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
  - (3) **Content.** Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
  - (4) **Selection Process.** Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of

all subcontracts shall be forwarded to County along with documentation concerning the selection process.

- (5) **Debarment and Suspension.** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR Part 24.

e. **Conduct.**

- i. **Citizen Participation.** Subrecipient has had the opportunity to review and follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.
- ii. **Community Development Plan.** Subrecipient has had the opportunity to review and follows County's Community Development Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low- and moderate-income.
- iii. **Conflict of Interest.** Subrecipient agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest, and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County, or of any designated public agency or Subrecipient receiving funds under the CDBG Entitlement program.
- iv. **Ethical Standards.** Subrecipient represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics Code ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.
- v. **Campaign Contributions.** Subrecipient acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to



Chapter 2.72A, Salt Lake County Code of Ordinances. Subrecipient also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions to County candidates. Subrecipient further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Subrecipient represents, by executing this Agreement, that Subrecipient has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

vi. **Public Funds and Public Monies.**

- (1) Definitions: “Public funds” and “public monies” mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds, or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of “public funds” while in Subrecipient’s possession.
- (2) Subrecipient’s Obligation: Subrecipient, as recipient of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” as authorized by law and this Agreement for the provision of services to County. Subrecipient understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code for misuse of public funds or monies. Subrecipient expressly understands that County may monitor the expenditure of public funds by Subrecipient. Subrecipient expressly understands that County may withhold funds or require repayment of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

vii. **Lobbying.** Subrecipient hereby certifies that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any

federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

- (2) If any funds other than federally 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (5) No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Subrecipient Grantee, if a public entity, shall also comply with the provisions of the Hatch Act (5 USC 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (Pub. L. 95-454 Section 4728), which limit political activities of public employees.
- (6) **Copyright.** If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- (7) **Religious Organization.** Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious



organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).

- (8) **Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, Subrecipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Section 2429.

**23. Environmental Conditions.**

a. **Air and Water.** Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- i. Clean Air Act, 42 U.S.C., § 7401, *et. seq.*
- ii. Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

b. **Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001, Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c. **Lead-Based Paint.** Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children age six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

d. **Historic Preservation.** Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**24. Displacement, Relocation, Acquisition, and Replacement of Housing.** Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and the requirements in § 570.606(d) governing optional relocation policies. (County may preempt the optional policies.) Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable state law, including Utah Code Annotated, §57-12-1 *et. seq.* (1953, as amended), and County ordinances, resolutions and policies concerning the displacement of persons from their residences.

**25. Survival of Provisions.** The parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or both of the parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

**26. Employee Status Verification System.** Subrecipient shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code § 63G-12-302(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. §1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Subrecipient is individually responsible for verifying the employment status of only new employees who work under Subrecipient's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. Subrecipient shall comply in all respects with the provisions of Utah Code § 63G-12-302(3). Subrecipient's failure to so comply may result in the immediate termination of its contract with County.



## ATTACHMENT B

### PROJECT STATEMENT OF WORK

SALT LAKE COUNTY CONTRACT NUMBER HCD20053CH

**SUBRECIPIENT:** *Midvale City Corporation*  
**PROJECT:** *Midvale City 20/21 ADA Improvement Program*  
**PROJECT NO:** *05.05MIDV46*

Subrecipient shall perform or cause to be performed all work required for the Project(s) described in this Agreement and, in that performance, Subrecipient shall provide all personnel staffing and contracting, and provide all services and furnish all related real and personal property required. The Project(s) shall be performed in a manner satisfactory to County and in accordance with the provisions of this Attachment which contains a more detailed statement of the work that is to be done on the Project(s) but it is not intended to strictly limit the scope of that work. Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one of the CDBG program's National Objectives: (1) benefit low/moderate income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency — as defined in 24 CFR § 570.208.

The particular work to be performed for this Project is as follows:

**Eligibility and Reference:** 24 CFR 570.201(c) Infrastructure Improvements

**National Objective and Reference:** Low- and Moderate-Income (Low/Mod) Area Benefit - 572.208(a)(1)

**IDIS Matrix Code:** 03L – Sidewalk Improvement

#### **CPD Outcome Performance Measurement Information**

Objective: Creates Suitable Living Environment

Outcome: Neighborhood Revitalization

**Priority:** Neighborhood Capacity for Implementing/Preserving Housing Programs  
(integrating transportation/housing/economic development)

**County Outcome:** Neighborhood Revitalization

**Program Activity:** Infrastructure Improvements

#### **NATURE AND SCOPE OF PROJECT:**

This project is for the installation of 20 ramps in Spring 2021. These ramps will provide reasonable access to Midvale City community assets such as parks, schools and transit routes to approx. 2,000 school-aged children and 550 individuals with physical disabilities that are living in the project area.

This project will enhance safety, create greater connectivity between public facilities in the Copperview and Central Midvale neighborhoods, encourage active transportation and will comply with the requirements of the ADA.

The purpose of the program is to provide pedestrian ramps located throughout Midvale City. To date, there are approximately 300 ramps that need to be installed or reconstructed. It is the City's intention to continue this program until ALL 660 applicable locations are ADA compliant.

The primary objective for this project is to provide safe and accommodating walkways for the benefit of Midvale residents and visitors.

#### **GOAL STATEMENTS:**

It is anticipated that 20 ADA ramps be completed.

#### **Outcome Measurements:**

Provider shall track and measure the metrics as identified in the Statistical Report (Attachment D). Provider will submit updates to the Statistical Report according to the quarterly reporting requirements specified below. Any requested changes from Provider to the statistical report must be submitted in writing by Provider and may be approved at the discretion of County staff in good faith and in writing.

#### **Subrecipient Scorecard:**

Subrecipient shall adhere to the Key Performance Indicators (KPIs) as identified in the Subrecipient Scorecard and strive to achieve the score of "A" for all KPIs listed as applicable. Scorecard reports shall be filled out by County staff and sent to Subrecipient semi-annually unless otherwise decided at the discretion of the County. Mitigating factors to KPI scores may be submitted by Subrecipient to the County and considered in good faith by County staff when scoring. Any requested changes to the Subrecipient Scorecard must be submitted in writing by Subrecipient and may be approved at the discretion of County staff in good faith and in writing.

#### **Performance Evaluation Plan:**

In regards to the Subrecipient Scorecard:

- At the discretion of the County, if Subrecipient scores a "C" in any of the KPI categories, it may be considered as a monitoring "recommendation" according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County staff to address the deficiency and any such plan would be resolved with Subrecipient's program staff.
- At the discretion of the County, if Subrecipient scores a "D" in any of the KPI categories, it may be considered as a monitoring "concern" according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County staff to address the deficiency and any such plan would be resolved with Subrecipient's program and/or executive staff.
- At the discretion of the County, if Subrecipient scores an "F" in any of the KPI categories, it may be considered as a monitoring "finding" according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement



plan to County staff to address the deficiency any such plan would be resolved with Subrecipient's program and/or executive staff and may be sent to Subrecipient's board of directors.

Any low scores may trigger a formal monitoring. Low scores on the Subrecipient Scorecard is subject to review by the allocation committee.

**Outreach:**

Under agreement with the Federal Department of Housing and Urban Development (HUD), Salt Lake County is to develop and implement an affirmative marketing and outreach strategy to specific target/demographic populations based on share of the low to medium income population in the service area. These include minority racial, and ethnic groups, persons with disabilities, and female headed households. HUD also expects outreach to extremely low, very low and low-income populations. Depending on the activities or projects, outreach to median income populations will be made. Agencies providing services under contract with the County are expected to be involved in outreach to these groups. Agencies will report those served on a quarterly basis. These reports will be compiled for all service providers and compared to the composition of the county's population and the associated County goals. If the participation rate of a particular demographic segment is less than the representation in the general population of the county or otherwise does not meet the County's defined goals, HUD defines that as underrepresentation.

Salt Lake County will continue to work with providers in collecting, reporting and analyzing information on those being served. If areas of underrepresentation occur, Salt Lake County in cooperation with providers will develop strategies to increase the participation rate of the underrepresented population segments.

**Gantt Chart:**

Subrecipient will adhere to the project milestones as specified in the Gantt Chart attachment and as referenced in the Agency Scorecard. Any requested changes to the milestones in the Gantt Chart must be submitted in writing by Subrecipient and may be approved at the discretion of County staff in good faith and in writing.

**Target Population:** These ramps will serve approximately 2,000 school-aged children and 550 individuals with physical disabilities living in the project area.

**Program location:** Midvale City has determined that 395 sidewalk ramps in its boundaries that need to be improved to current ADA standards

**No vehicles will be operated in furtherance of the contract.**

**REPORTING:** This Agreement requires timely progress reports from sub-recipients. Sub-recipient will complete 1) a quarterly narrative and demographic report, and 2) a quarterly statistical progress report. All reports must be submitted according to the timelines below. Reporting requirement are subject to change.

Required Report		Reporting Period	Due Date
Narrative Progress Report (Quarterly)	Q1	July 1 <sup>st</sup> - September 30 <sup>th</sup> , 2020	October 31 <sup>st</sup> , 2020
	Q2	October 1 <sup>st</sup> – December 31 <sup>st</sup> , 2020	January 31 <sup>st</sup> , 2021
	Q3	January 1 <sup>st</sup> – March 31 <sup>st</sup> , 2021	April 30 <sup>th</sup> , 2021
	Q4	April 1 <sup>st</sup> – June 30 <sup>th</sup> , 2021	July 20 <sup>th</sup> , 2021
Statistical Progress Report (Quarterly)	Q1	July 1 <sup>st</sup> - September 30 <sup>th</sup> , 2020	October 31 <sup>st</sup> , 2020
	Q2	October 1 <sup>st</sup> – December 31 <sup>st</sup> , 2020	January 31 <sup>st</sup> , 2021
	Q3	January 1 <sup>st</sup> – March 31 <sup>st</sup> , 2021	April 30 <sup>th</sup> , 2021
	Q4	April 1 <sup>st</sup> – June 30 <sup>th</sup> , 2021	July 20 <sup>th</sup> , 2021

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended; the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. County shall maintain documentation which demonstrates compliance with hour and wage requirements of this part.

Subrecipient agrees to compile and provide to the County all HUD-required Section 3 information regarding the hiring of low-income employees and (sub)contractors.

**TIMETABLE:** Program will run throughout the Agreement period. Outcomes will be achieved within the Agreement period of performance.



**ATTACHMENT C**  
**PROJECT BUDGET**  
**CONTRACT NUMBER HCD20053CH**

**SUBRECIPIENT:** *Midvale City Corporation*  
**PROJECT:** *Midvale City 20/21 ADA Improvement Program*  
**PROJECT NO.:** 05.05MIDV46

I. Estimated Total Project Cost: \$ 210,000.00

II. Budgeted CDBG Expenditures:

a. Construction Materials, Supplies, and Labor \$160,000.00

**TOTAL CDBG EXPENDITURES: \$ 160,000.00**

The \$160,000 in CDBG funding will be used to fund the construction costs included in the accepted construction bid. This will include labor, materials, mobilization, profit, overhead, and other categories as determined in the accepted bid.

All other funding needed to complete this project is the responsibility of Subrecipient.

<b>Other funding sources:</b> Midvale City General Fund	<b>\$ 50,000.00</b>
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In no case will reimbursement exceed Subrecipient's actual costs. Subrecipient will maintain records necessary for justification and verification of such costs.

Services must be provided before the end of the period of performance of June 30, 2021. A final invoice must be received with payment issued before the contract end date of August 31, 2021.

Subrecipient shall at a **minimum** submit reimbursement requests on the schedule listed below:

	Dates of Expenses	Due Date	Period Ending	Fiscal Year	Calendar Year
<b>Q1</b>	July 1 – Sept. 30, 2020	Oct. 31, 2020	9/30	46 <sup>th</sup> FY20-21	2020
<b>Q2</b>	Oct. 1 – Dec. 31, 2020	Jan. 31, 2021	12/31	46 <sup>th</sup> FY19-20	2020
<b>Q3</b>	Jan. 1 – March 31, 2021	Apr. 30, 2021	3/31	46 <sup>th</sup> FY19-20	2021
<b>Q4</b>	Apr. 1 – June 30, 2021	July 31, 2021	6/30	46 <sup>th</sup> FY19-20	2021

**REIMBURSEMENTS:** Paragraph 8 of the General Terms & Conditions entitled “Methods of Disbursement” of this contract identifies the method for reimbursement of expenses to Subrecipient. Subrecipient may request disbursement from County of that part of the funding amount stated in Paragraph 7, relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended. Subrecipient’s that have a facility improvement or infrastructure project may request reimbursement from the County as a lump sum upon completion of the project or may request progress payments during the construction as the work is completed.

This construction project will submit billings after the project is complete. Progress payments may be made during construction as long as the amount of the draw matches the amount of the project that is complete and all required Davis-Bacon paperwork has been submitted to the County.

Services must be provided, or Project completed before the end of the period of performance of **June 30, 2021**. A final invoice must be received with payment issued before the **contract end date of August 31, 2021**.

All reimbursement requests will be submitted-through the online County system referred to as ZoomGrants<sup>TM</sup>. Back-up documentation of billed costs needs to be submitted with invoices unless otherwise notified by HCD. Subrecipient will keep documentation of match expenditures and all project documentation on file but should not submit with invoices unless requested.

In the event that a significant change in the scope of work is anticipated, subrecipient should contact HCD as early as possible. Changes affecting budget line items require prior written approval and may necessitate a contract amendment.



# ATTACHMENT D

## To

### Salt Lake County Contract Number HCD20053CH

## Statistical Report

Fiscal Year 2020-2021

(Midvale City 2021 ADA Improvement Program) STATISTICAL PROGRESS REPORT

Select the County Priority Area: **Housing, Infrastructure, or Facility Improvement**

Total Program or Project Budget: \$210,000.00

Grant amount: \$160,000.00

Midvale City ADA Improvement Program  
(CONTRACT #HCD20053CH)

Calculated Field - do not enter  
information into these fields

Program Outputs	GOAL	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER	YEAR TO DATE		CDBG Only or Program-Wide?	NOTES
						PLAN	ACTUAL DIFFERENCE		
20 of the 300 ramps to continue Midvale's ADA improvement program for Spring of 2021	20.00					20.0	0.0	-20.0 Program Wide	CDBG grants funds will help address ADA ramp improvement within designated neighborhoods.
						0.0	0.0		
						0.0	0.0		
						0.0	0.0		
						0.0	0.0		

Program Outcomes - refer to Appendix C	GOAL	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER	YEAR TO DATE		CDBG Only or Program-Wide?	NOTES
						PLAN	ACTUAL DIFFERENCE		
Safety Remediation: Improving access to housing and community resources by installing ADA compliant routes within Midvale	20.00					20.0	0.0	-20.0 Program Wide	CDBG grants funds will help address ADA ramp improvement to enhance safety measured by the number of ramps installed in Midvale
						0.0	0.0		
						0.0	0.0		
						0.0	0.0		

Clients Served	GOAL	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER	YEAR TO DATE		CDBG Only	NOTES
						PLAN	ACTUAL DIFFERENCE		
Total Clients Served: (Census Data)	9729.00					9729.0	0.0	-9729.0 CDBG Only	
Youth (Under 18)	2000.00					N/A	0.0	N/A CDBG Only	
Adults (Ages 18-61)						N/A	0.0	N/A CDBG Only	
Single Female Head of Household						N/A	0.0	N/A CDBG Only	
Adults (Ages 62+)						N/A	0.0	N/A CDBG Only	
Individuals with physical disabilities	550.00					N/A	0.0	N/A CDBG Only	
Veterans (Informational only - included in unduplicated counts above)						N/A	0.0	N/A CDBG Only	

Unduplicated Client Count reflects # of unique clients who enroll in the program during the year. 1st Quarter: count ALL clients. Following Quarters: count only NEW clients not previously

Total Clients Served should equal "youth (under 18) + Adults (Ages 18-61) + Adults (Ages 62+)".

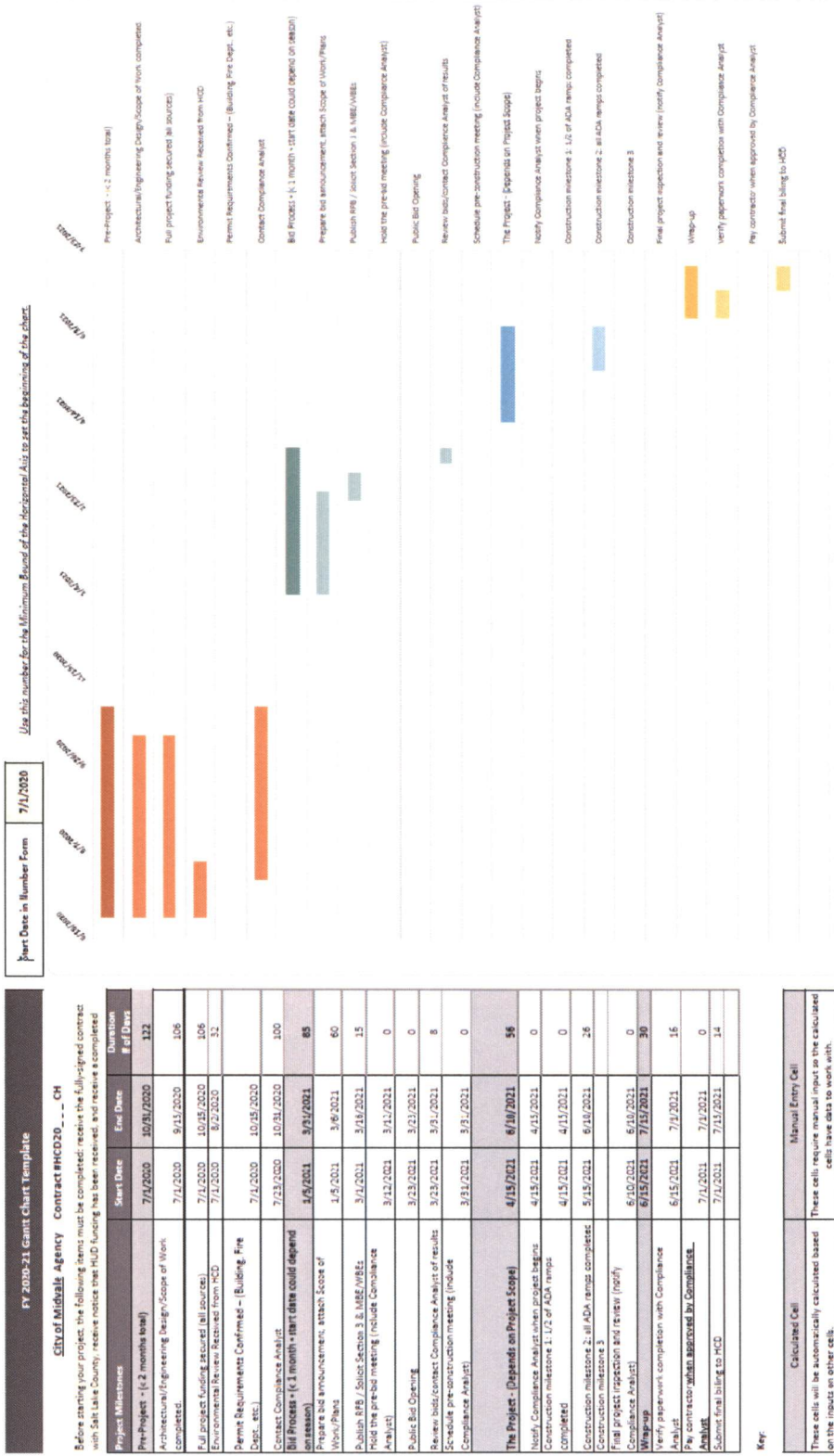
Narrative - Please provide updates on program progress and any barriers encountered and solutions found:

# ATTACHMENT E

## To

### Salt Lake County Contract Number HCD20053CH

## Gantt Chart







**ATTACHMENT F**  
**To**  
**Salt Lake County Contract Number HCD20053CH**

**Subrecipient Score Card**

CATEGORY	KEY PERFORMANCE INDICATOR	EXPLANATION	TYPE ASSESSMENT Interim / Final or Alternate	A 100%	B 75%	C 50%	D 25%	F 0%
PROGRAM MANAGEMENT	Submitting reports on-time	This includes both online and statistical reports.	FINAL	Submitted early or by the due-date	Up to 10 days after the due date	10-30 days after the due date	30-90 days after the due date	90+ days after the due date
PROGRAM MANAGEMENT	Submitting billings on-time	Submitting billings according to the required contract timelines. If no billing will be submitted, an email stating this needs to be sent to County staff.	FINAL	Submitted early or by the due-date	Up to 10 days after the due date	10-30 days after the due date	30-90 days after the due date	90+ days after the due date
PROGRAM MANAGEMENT	**Spending out allocated funds	Progress towards fully expending contract award.	FINAL	Fully spent out	Up to 10% unspent	10% – 25% unspent	25% – 40% unspent	40%+ unspent
OUTCOME PERFORMANCE	**Achieving Outcome Goals	Progress towards goals as stated in the statistical Report	FINAL	Meets or Exceeds Goal	Average of up to 10% below the goal	Average of 10% – 25% below the goal	Average of 25% – 40% below the goal	Average of 40%+ below the goal
OUTCOME PERFORMANCE	***Achieving Output Goals	Progress towards goals as stated in the statistical Report	FINAL	Meets or Exceeds Goal	Average of up to 10% below the goal	Average of 10% – 25% below the goal	Average of 25% – 40% below the goal	Average of 40%+ below the goal
OUTCOME PERFORMANCE	***Achieving Clients to be Served Goals	Progress towards goals as stated in the statistical Report	FINAL	Meets or Exceeds Goal	Average of up to 10% below the goal	Average of 10% – 25% below the goal	Average of 25% – 40% below the goal	Average of 40%+ below the goal
COMPLIANCE / MONITORING	Outstanding Compliance Issues	This could include financial audit findings, issues with Policies & Procedures, etc. that are not resolved within the requested timeframe.	FINAL	No outstanding compliance concerns	Outstanding compliance issues are low in # and severity and are easily remedied	Outstanding compliance issues are moderate in number and/or severity but can be remedied	1 or more outstanding compliance issues that are significant or numerous enough to risk current and/or future funding	Number and/or significance of outstanding compliance issues makes current and future funding unlikely
COMPLIANCE / MONITORING	***Number and Severity of monitoring findings, concerns, and recommendations	Assessment for agencies that have been monitored within current contract period of performance. Enter "X" for grade if the agency has NOT been monitored within this period of performance.	FINAL	No Findings or Concerns; No or minimal # of Recommendations	No Findings; Concerns are low in # and severity and easily remedied; minimal # Recommendations	No Findings; Concerns are moderate in number and/or severity but can be remedied	1 or more Findings and/or Concern(s) that are significant or numerous enough to risk current and/or future funding	Number and/or significance of Findings and/or Concerns makes current and future funding unlikely
COMPLIANCE / MONITORING	Responsiveness to the request to monitor, monitoring reports, and related requests	Reflects responsiveness within assessment period.	FINAL	Proactively Responsive	Responsive	Mostly Responsive	Reluctantly Responsive	Not Responsive
RESPONSIVENESS	Quality of Communication	Overall quality of communication, including average response time to calls/emails, clearly addressing all questions/requests, and flexibility to accommodate unique requests.	FINAL	Always responds quickly and clearly to all communication from the County	Usually responds quickly and clearly to all communication from the County	Sometimes requires multiple communication attempts before a response is received; sometimes does not address county needs	Usually requires multiple communication attempts before a response is received; usually does not address county needs	Almost always requires multiple communication attempts before a response is received; responses rarely address County requests
RESPONSIVENESS	***Attends all required county trainings	Reflects trainings during period of assessment. If no training during this period, enter "X" for grade.	FINAL	Yes	n/a	n/a	n/a	No
RESPONSIVENESS	Submits any additional requested documents in a timely manner	E.g. contract documents, Section 3 documents, etc.	FINAL	By the requested due date	Within 5 business days after the due date	Within 10 business days after the due date	Within 15 business days after the due date	20+ business days after the due date