

**MIDVALE CITY, UTAH
RESOLUTION NO. 2023-R-50**

**A RESOLUTION PROVIDING CONSENT TO ENTER INTO A PASS-
THROUGH AGREEMENT WITH THE REDEVELOPEMENT AGENCY OF
MIDVALE CITY FOR COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDS TO SUPPORT THE REDEVELOPMENT AGENCY’S HOME REPAIR
LOAN PROGRAM.**

WHEREAS, on December 19, 2022 Midvale City applied for a Community Development Block Grant (CDBG) through Salt Lake County to support the Redevelopment Agency’s (RDA) Home Repair Loan Program (HRLP); and

WHEREAS, on July 1st, 2023 Midvale City was awarded \$100,000 in CDBG funding through Salt Lake County to support the Redevelopment Agency’s Home Repair Loan Program; and


WHEREAS, Midvale City now desires to pass CDBG funding to the Redevelopment Agency of Midvale City to support the Home Repair Loan Program; and

WHEREAS, Salt Lake County distributes CDBG funding through a reimbursement process; and

WHEREAS, the RDA will fund the HRLP program upfront with restricted affordable housing funds and request reimbursement from Midvale City, who will request reimbursement from Salt Lake County.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council approves authorizing the Mayor to sign the CDBG Subrecipient Pass-Through Agreement for HRLP between Midvale City and the Redevelopment Agency of Midvale City attached to this Resolution as Exhibit A.

PASSED AND APPROVED this 6th day of December 2023.

ATTEST:

Rori L. Andreason, MMC
Secretary



By: 
Marcus Stevenson, Mayor

Voting by the RDA Board	“Aye”	“Nay”
Dustin Gettel	<input checked="" type="checkbox"/>	_____
Paul Glover	<input checked="" type="checkbox"/>	_____
Quinn Sperry	<input checked="" type="checkbox"/>	_____
Heidi Robinson	<input checked="" type="checkbox"/>	_____
Bryant Brown	<input checked="" type="checkbox"/>	_____

CDBG Subrecipient Pass-Through Agreement for HRLP

This CDBG Subrecipient Pass-Through Agreement for HRLP is entered into as of this 10th day of December, 2023 by and between Midvale City, a municipality, and the Redevelopment Agency of Midvale City (“RDA”), a public body.

Background

WHEREAS, the City has been awarded Community Development Block Grant Program (“CDBG”) grant money from the United States Department of Housing and Urban Development by Salt Lake County to supplement the Midvale City Home Repair Loan Program (“the Project”); and

WHEREAS, the City and the County have entered a subrecipient agreement (County Agreement) regarding the use and administration of the CDBG grant money, attached as Exhibit A; and

WHEREAS, the RDA administers the Project; and

WHEREAS, the RDA has entered a contract with NeighborWorks Salt Lake to perform the Project; and

WHEREAS, the City and the RDA desire to enter a subrecipient contract to pass through the grant money designated for the Project to the RDA;

Therefore, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

Agreement

1. Scope of Services. The RDA will administer the Project described in Attachment B of the County Agreement.
2. Time of Performance. This Agreement will be performed and will terminate in accordance with Paragraph 4 of the County Agreement or as the County Agreement is amended.
3. Budget. The RDA must follow the Project Budget provided in Attachment C of the County Agreement or as the County Agreement is amended. All reimbursable requests related to the Project may not exceed the Total CDBG Expenditures amount set forth in the Project Budget.
4. Payment. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$100,000.00 and that amounts paid by the

City to the RDA shall be only those amounts paid by Salt Lake County to the City under the County Agreement.

In all requests for payment, the RDA must request disbursement in the same manner as the City is required to request disbursement under Paragraph 8 of the County Agreement, and the RDA will be subject to the same conditions described in Paragraph 8 of the County Agreement as the City.

5. Amendments. This Agreement shall be subject to any amendments to the County Agreement.
6. Special Conditions. The RDA's performance under this Agreement will be subject to the following special conditions:
 - A. Compliance. The RDA agrees to comply with the requirements of the CDBG Program regulations found at 24 CFR part 570 and all incorporated and related Federal regulations, statutes, policies, and directives, as applicable. The RDA 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.

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the RDA will abide by the applicable certifications found online using the link listed below:

<https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/>

- B. Licensing. The RDA 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 Project is provided for the duration of this Agreement. The RDA shall have said licenses, permits, and certificates available during normal business hours for inspection by the City.
- C. Indemnification. The RDA agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from and against any and all actual or threatened losses, damages, injuries, liabilities, and claims, of, to or by third parties, including the RDA, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workers and material suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, the RDA's breach of this Agreement or any negligent or intentional acts or omission of or by the RDA's employees, agents, representatives, officers, employees or subcontractors in connection with the performance of this Agreement.