

**REDEVELOPMENT AGENCY OF MIDVALE CITY, UTAH**  
**RESOLUTION NO. 2023-19RDA**

**A RESOLUTION PROVIDING CONSENT TO ENTER INTO A PASS-THROUGH AGREEMENT WITH 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 Home Repair Loan Program; and

**WHEREAS**, on July 1<sup>st</sup>, 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 will now provide consent 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**, therefore, 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 Redevelopment Agency of Midvale City approves authorizing the Chief Executive Officer to sign the agreement between Midvale City and the Redevelopment Agency of Midvale City attached to this Resolution as Exhibit A.

**PASSED AND APPROVED** this 6<sup>th</sup> day of December 2023.

ATTEST:

  
Rori L. Andreason, MMC  
Secretary



By:   
Marcus Stevenson, Chief Executive Officer

Voting by the RDA Board

Dustin Gettel

"Aye"

☒

"Nay"

☐

Paul Glover

☒

☐

Quinn Sperry

☒

☐

Heidi Robinson

☒

☐

Bryant Brown

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# CDBG Subrecipient Pass-Through Agreement for HRLP

This CDBG Subrecipient Pass-Through Agreement for HRLP is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 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.

Whereas the RDA is a governmental entity under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq., Utah Code Ann., as amended, then, consistent with the terms of the Governmental Immunity 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.

D. Insurance. The RDA shall secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

i. General Insurance Requirements for All Policies:

- a. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (1) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement and (2) be maintained for a period of at least three 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 Salt Lake County.
- b. 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 or (1) listed in the United States Treasury Department’s current listing of Approved Sureties (Department Circular 570), as amended.
- c. The RDA shall furnish certificates of insurance, acceptable to Salt Lake County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. The RDA 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.
- d. In the event any work is subcontracted, the RDA shall require its subcontractor to secure and maintain all minimum insurance coverages required of the RDA hereunder.
- e. The RDA’s insurance policies shall be primary and non-contributory to any other coverage available to Salt Lake County. The workers' compensation, general liability and auto liability



policies shall be endorsed with a waiver of subrogation in favor of Salt Lake County.

- f. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the RDA shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to Salt Lake County.
  - g. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to Salt Lake County in a manner approved by the County District Attorney.
- ii. Required Insurance Policies. The RDA 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 the RDA's employees unless a waiver of coverage is allowed and acquired pursuant to Utah Code Title 34A Chapter 2 Part Section 103. 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, the RDA 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 Code. (Salt Lake County is not to be an additional insured under the RDA's workers' compensation insurance.)
  - b. Commercial general liability insurance, on an occurrence form, naming Salt Lake County as an additional insured, in the minimum amount of one million dollars (\$1,000,000.00) per occurrence with a two million dollars (\$2,000,000.00) general policy aggregate and two million dollars (\$2,000,000.00) products completed operations policy aggregate. The policy shall protect Salt Lake County, the RDA, and any subcontractor from claims for damages for personal injury, including accidental death and from claims for property damage that may arise from the RDA's operations under this Agreement, whether performed by the RDA 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 Salt Lake County whether such coverage be primary, contributing, or excess.

- c. Professional liability insurance with a minimum policy limit of one million dollars (\$1,000,000.00) per occurrence. (Salt Lake County is not to be an additional insured for professional liability insurance).
  - d. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of one million dollars (\$1,000,000.00) per occurrence.
- E. Grantor Recognition. The RDA shall ensure 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, the RDA will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- F. Build America, Buy America Act. The Build America, Buy America Act (“BABA”) (Pub. L. No. 117-58, §§ 70901-52) enacted as part of the Infrastructure Investment and Jobs Act (“IIJA”) (Pub. L. 117-58) on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project

but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than twenty-five percent (25%).

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than fifteen (15) days and must be reviewed by the Made in America Office.

- G. Uniform Requirements. The RDA 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.
- H. Other Program Requirements. The RDA shall comply with the Program requirements set forth at 24 CFR §§ 570.600 - 570.614. Except, the RDA shall not be required to assume the environmental responsibilities described at 24 CFR § 570.604 or the review process under 24 CFR part 52.
- I. Financial Management. The RDA 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.
- J. Cost Principles. The RDA, as specified in 24 CFR § 570.502(a), shall administer the 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.
- K. Documentation and Record-Keeping.

- i. Records to Be Maintained. The RDA 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.
- ii. 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 Salt Lake 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 (3) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three (3) year period, whichever occurs later.
- iii. Client Data. The RDA 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 Salt Lake County monitors or their designees for review upon request.
- iv. Disclosures. The RDA 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 Salt Lake County's, the City's, or the RDA's responsibilities with respect to services provided under this Agreement, is prohibited without a 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.
- v. Property Records. The RDA shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. The RDA will adhere to 2 CFR Section 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond fifteen (15) years, the reporting periods are multiyear reporting periods.

- L. Close-Outs. The RDA's obligation to the City shall not end until all close-out requirements, which are set forth at 2 CFR Section 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 Salt Lake County) and determining the custodianship of records.
- M. Audits & Inspections. All RDA records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees, or the Federal government, at any time during normal business hours, as often as the City 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 the RDA within a time period as agreed upon by the City and the RDA after receipt by the RDA. Failure of the RDA 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 the City. The RDA hereby agrees to have an annual agency audit conducted in accordance with current Salt Lake County policy concerning subrecipient audits and, as applicable, 2 CFR part 200, Subpart F.
- N. Program Income.
- i. All program income, as defined at 24 CFR § 570.500(a), will be returned to the City immediately upon being earned. Program income is defined in § 570.500(a) of the Rules and Regulations as gross income received by the RDA which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).
  - ii. Any program income in possession of the RDA that has not been returned to the City when this Agreement expires or is terminated or is received by the RDA after this Agreement expires or is terminated, shall be transferred or paid to the City in accordance with the provisions of Paragraph 6.Q, entitled Reversion of Assets.
- O. Indirect Costs. Indirect costs may be charged if the RDA develops an indirect cost allocation plan, prepared in accordance with 2 CFR part 200, Subpart E, for determining the appropriate RDA's share of administrative costs and shall submit such plan to Salt Lake County for approval.
- P. Progress Reports. During the actual conduct of the Project, the RDA shall prepare and submit to the City every three (3) months, or as otherwise specifically

requested by Salt Lake County, a detailed project status report. The report format shall be as approved by Salt Lake 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.

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

- i. Acquired with CDBG Funds. All property acquired by the RDA 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.
- ii. Improved with CDBG Funds. All property improved in whole or in part with CDBG funds must be used by the RDA to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:
  - a. All properties receiving improvement funds between twelve thousand five hundred dollars (\$12,500.00) and ninety-nine thousand nine hundred ninety-nine dollars (\$99,999.00) must be used for eligible activities for five (5) years;
  - b. All properties receiving improvement funds between one hundred thousand dollars (\$100,000.00) and one hundred ninety-nine thousand nine hundred ninety-nine dollars (\$199,999.00) must be used for eligible activities for ten (10) years;



- c. All properties receiving improvement funds of two hundred thousand dollars (\$200,000.00) or more must be used for eligible activities for fifteen (15) years;
  - iii. If the RDA desires to change the use of real property covered by this policy during the applicable period listed above, it must do the following:
    - a. Provide affected citizens with reasonable notice of any proposed change in use and an opportunity to comment; and
    - b. Ensure that the new use meets a CDBG national objective or reimburse Salt Lake 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-CDBG funds for acquisition of and improvements to the property.
  - iv. The threshold amounts set forth in Subparagraph ii above are cumulative, based on the total CDBG funding provided to the RDA in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by the City to acquire or improve said real property. However, the use periods set forth in Subparagraph ii do not commence until closeout of the final agreement under which the RDA receives such acquisition or improvement funds.
- R. Procurement. The RDA 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 Salt Lake County's Purchasing Procedures are more restrictive, the RDA shall follow Salt Lake County's procedures pursuant to Chapter 3.20 of the Salt Lake County Code of Ordinances. In the event the procurement standards of the RDA are more restrictive than those in Chapter 3.20 or 2 CFR §§ 200.317 - 326, the more restrictive standards and requirements will apply.
- S. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of five thousand dollars (\$5,000.00) or more per unit (2 CFR § 200.33). The RDA shall comply with 2 CFR Part 200, Subpart D, as modified by 24 CFR § 570.502(a)(6) and Salt Lake County policy regarding the use, maintenance, and disposition of equipment. In the event the policies of the RDA are more restrictive than those in 2 CFR Part 200, Subpart D, the more restrictive standards and requirements will apply.
- T. Environmental Conditions.



- i. Air and Water. The RDA agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
  - a. Clean Air Act, 42 U.S.C., § 7401, et. seq.
  - b. 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.
- ii. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001, the RDA 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).
- iii. Lead-Based Paint. The RDA 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 aged 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.
- iv. Historic Preservation. The RDA 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 (50) years old or older or that are included on a Federal, State, or local historic property list.
- U. Displacement, Relocation, Acquisition and Replacement of Housing. The RDA 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. (Salt Lake County may preempt the optional policies). The RDA 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. The RDA 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.

7. Personnel & Participant Conditions.

A. Civil Rights.

i. Nondiscrimination and Equal Opportunity.

- a. The RDA 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).
- b. The RDA 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.
- c. The RDA 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. The RDA agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.
- d. The RDA will, in all solicitations or advertisements for employees' state that it is an Equal Opportunity or Affirmative Action employer. The RDA 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.

- a. The RDA has had an opportunity to review and complies with Salt Lake County's policy prohibiting the use of excessive force by law enforcement agencies against any individuals engaged in non-violent civil rights demonstrations; and
- b. The RDA has had an opportunity to review and complies with Salt Lake County's policy 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.

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, the RDA 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 Salt Lake County and the United States are beneficiaries of and entitled to enforce such covenants. The RDA, 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. The RDA 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. Salt Lake County may provide the RDA 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. The RDA agrees that it shall be committed to carrying 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. WMBE. The RDA 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 of at least fifty-one percent (51%) 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. The City 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. The RDA shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by the City and will permit access to its books, records, and accounts by the City, Salt Lake 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. The RDA will, in all solicitations or advertisements for employees placed by or on behalf of the RDA, state that it is an Equal Opportunity or Affirmative Action employer.
- v. "Section 3" Compliance. The following Section 3 Clause applies to all subrecipients of HUD funding as well as all contracts and subcontracts for the construction, reconstruction, conversion, or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction on projects that meet the definition of a Section 3 Project found in 24 CFR § 75.3(a)(2) and assisted with HUD funds in an amount that exceeds the funding thresholds found in that section.
  - a. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The Parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the Parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- c. The RDA agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR Part 75. The RDA will not contract with any contractor or subcontractor where the RDA has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- d. The RDA will certify that any vacant employment positions, including training positions, that are filled (1) after the RDA is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the RDA's obligations under 24 CFR Part 75.
- e. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.
- f. The RDA will require all contractors and subcontractors for this Project to report Section 3 compliance information immediately upon request to the City and to maintain records demonstrating such compliance for a period no shorter than the record retention period set in Paragraph 6.K of this Agreement.
- g. Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.
- vi. Subcontract Provisions. The RDA will include the provisions of Paragraphs 7.A, Civil Rights, and 7.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.

- a. For all contracts and subcontracts for construction, alteration, or repair in excess of two thousand dollars (\$2000.00), the RDA 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.
- b. The RDA agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of two thousand dollars (\$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 the RDA of its obligation, if any, to require payment of the higher wage. The RDA 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. The RDA 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. The RDA shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

D. Contracting.



- i. Assignments and Contracting. The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by the RDA without the prior, written consent of the City. Contracts or purchase orders by the RDA for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of the City but shall be done in accordance with the competitive bidding requirements required by Paragraph 6.R above and any applicable State laws and local government ordinances.
- ii. Subcontracts.
  - a. Approvals. The RDA shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of the City prior to the execution of such agreement.
  - b. Monitoring. The RDA 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.
  - c. Content. The RDA 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.
  - d. Selection Process. The RDA 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 the City along with documentation concerning the selection process.
  - e. 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.
  - f. Subcontract Provisions. The RDA will include the provisions of Paragraphs 7(A), Civil Rights, 7(B), Affirmative Action, 7.C.i Davis-Bacon Act, and Section 3 Clause in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

E. Conduct.



- i. Citizen Participation. The RDA has had the opportunity to review and follows Salt Lake County's Citizen Participation Plan, which satisfies the requirements for 24 CFR § 91.105.
- ii. Community Development Plan. The RDA has had the opportunity to review and follows Salt Lake 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. The RDA 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, elected official or appointed official of the City, or of any designated public agency or subrecipient receiving funds under the CDBG Entitlement program.
- iv. Ethical Standards. The RDA represents that it has not: (a) provided an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee, or relative or business entity of a former City 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 Salt Lake 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 City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City ordinances.
- v. Public Funds and Public Monies.
  - a. 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 RDA’s possession.

- b. RDA’s Obligation: RDA, 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 the City. The RDA understands that it, its officers and employees may be criminally liable under Utah Code § 76-8-402 for misuse of public funds or monies. The RDA expressly understands that the City may monitor the expenditure of public funds by the RDA. The RDA expressly understands that the City may withhold funds or require repayment of funds from the RDA for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

vi. Lobbying. The RDA hereby certifies that:

- a. 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;
- b. 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;
- c. 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

- d. This certification is a material representation of the 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 ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.
  - vii. Copyright. If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to a 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.
  - viii. Religious Organization. The RDA 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).
  - ix. Drug-Free Workplace. Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, the RDA certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Section 2429.
8. This Agreement hereby incorporates all provisions of the County Agreement in their entirety as required by Paragraph 22(d)(ii)(c) of the County Agreement.
9. 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.
10. Employee Status Verification System. The RDA shall register and participate in the Status Verification System before entering into a contract with the City 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. The RDA is individually responsible for verifying the employment status of only new employees who work under the RDA'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. The RDA shall comply in all respects with the provisions of Utah Code Section 63G-12-302(3). The RDA's failure to so comply may result in the immediate termination of its contract with the City.

The City and the RDA have read and understand the terms of this CDBG Subrecipient Pass-Through Agreement for HRLP. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their Authorized representatives sign below.

MIDVALE CITY

  
Mayor Stevenson

ATTEST:


  
Rori L. Andreason, MMC  
City Recorder



THE REDEVELOPMENT AGENCY OF  
MIDVALE CITY

  
Chief Administrative Officer

ATTEST:

  
Rori L. Andreason, MMC  
Secretary





## **EXHIBIT A – COUNTY AGREEMENT**



SALT LAKE COUNTY  
 County Contract No. **HCD23053CH**  
 CDBG Municipal  
 District Attorney No. **23CIV001834**  
 CFDA # **14.218**  
 ZoomGrants™ RFP# **4350**  
 ZoomGrants™ Application # **423849**

1. PARTIES: This Subrecipient agreement ("Agreement") is between Salt Lake County, a body corporate and politic of the State of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 ("County"), and **Midvale City Corporation** a municipal corporation of the State of Utah, with its business address located at 7505 South Holden St., Midvale, UT 84047, ("Subrecipient" and/or "Provider"), UEI Number: SRDNLV6ZRXW8. County and Subrecipient may be referred to jointly as the "Parties" and individually as a "Party."

Subrecipient Contact Person: Marcus Stevenson / Mayor

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 49, and are generally described as follows and referred to hereinafter as the "Project":

<u>PROJECT</u>	<u>PROJECT</u>	<u>PROJECT</u>
<u>NUMBER</u>	<u>TITLE</u>	<u>TOTAL COST (\$)</u>
<b>01.11CNTY49</b>	<b>Midvale City Home Repair Loan Program (HRLP)</b>	<b>\$ 100,000.00</b>

3. SUBAWARD INFORMATION: The following information is provided pursuant to 2 CFR 200.332(a)(1):

- a. Federal Award Identification No (FAIN): **B-23-UC-49-0001**
- b. Federal Award Date: **July 1, 2023**
- c. Total Amount of Federal Funds Obligated to Subrecipient by County:  
**\$ 100,000.00**
- d. Total Amount of the Federal Award committed to Subrecipient:  
**\$ 100,000.00**
- 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 7/1/2023  
 Period of performance terminates 6/30/2024  
 Agreement expires as of 8/31/2024

5. FUNDING AMOUNT: Total subgrant amount of One Hundred Thousand Dollars and No/100. (\$ 100,000.00).

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: Exhibit B -The Redevelopment Agency of Midvale City Home Repair Loan/Grant Program Overview.

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:

**MIDVALE CITY CORPORATION**

**SALT LAKE COUNTY**

By: *Marta Sosa*

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

Mayor or designee

Title: *Mayor*

Date: \_\_\_\_\_

Date: *12/7/2023*

Division Approval:

Attest:

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

Rori Andreason, City Recorder

Director or Designee

*Rori L. Andreason*

Reviewed and Advised as to Form and Legality:



\_\_\_\_\_  
John E. Diaz  
Deputy District Attorney  
Salt Lake County

**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 (“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 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 this Agreement. Substandard performance as determined by County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period 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 Project(s) subject to this Agreement and submitted to County for review prior to the start of each of the Project(s). The Budget(s) must be approved by County and be attached to this Agreement when executed. The Project(s) Budget(s) shall be identified as Attachment C, with a sub-attachment number, if appropriate, for each Project(s). 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(s) with the estimated cost of each of those elements equaling in sum total the fixed total Project(s) cost to be paid or reimbursed to Subrecipient for that Project(s).
  - 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(s) Budget(s) 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 this Agreement, or result in a change in the scope, location, or beneficiaries of the Project(s), 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.

- 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 discretion, in increments the total of which do not exceed twenty-four (24) months, on the same terms and conditions and in such amount and budget as shall be attached to said Amendment. 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) for all Project(s) 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 amount 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 above without prior written amendment of this Agreement.
  - C.** In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subrecipient for Project(s) costs 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 thirty (30) days. Any Project(s) 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 modify, 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 ("SOW") 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 the Project(s), either on the basis of a lump sum reimbursement of the Project(s) costs upon completion or on the basis of periodic reimbursement payments during the course of a Project(s) as the funds for that Project(s) are expended.
- B. A request by Subrecipient for either a lump sum or for periodic reimbursement payments on a Project(s) 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(s) during the period for which payment is requested and upon compliance with Federal requirements.
- C. Prepayment of the funds or a partial advance of funds to Subrecipient for a Project(s) may be made by County if the nature of the Project(s) 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 and authorized in

accordance with this Agreement. All amendments of this Agreement, including extensions of time and termination, shall be accomplished in writing.

**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 a 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. However, it is solely the Subrecipient's obligation to remain in compliance with all aspects of this Agreement.

**11. Additional Requirements.**

**A. Compliance.**

- (i) Subrecipient 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. 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) 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 online using the link listed below:

<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, States and local laws, 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 Project 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.** Subrecipient agrees to indemnify, defend and hold harmless County, 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 Subrecipient, 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, Subrecipient's breach of this Agreement or any negligent or intentional acts or omission of or by Subrecipient's employees, agents, representatives, officers, employees or subcontractors in connection with the performance of this Agreement.

If Subrecipient is a governmental entity under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq., Utah Code Ann. (2021) (hereinafter "the Act"), then, 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 Act.

- E. Insurance for contracts over fifty thousand dollars (\$50,000.00) 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:



(i) **General Insurance Requirements for All Policies.**

(a) 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 County.

(b) 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;

—OR—

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

(c) 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.

(d) 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.

(e) 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.

(f) 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.

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

(h) 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.

- (ii) **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 Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah Code Title 34A Chapter 2 Part Section 103. 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 Code. (County is not to be an additional insured under Subrecipient's workers' compensation insurance.) [https://le.utah.gov/xcode/Title34A/Chapter2/34A-2-S103.html?v=C34A-2-S103\\_2017050920171231](https://le.utah.gov/xcode/Title34A/Chapter2/34A-2-S103.html?v=C34A-2-S103_2017050920171231)

(b) Commercial general liability insurance, on an occurrence form, naming County as an additional insured, in the minimum amount of one million dollars (\$1,000,000.00) per occurrence with a two million dollars (\$2,000,000.00) general policy aggregate and two million dollars (\$2,000,000.00) 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 one million dollars (\$1,000,000.00) 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 one million dollars (\$1,000,000.00) 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.

**F. Bond Requirements.** If the Project(s) involves construction or rehabilitation costing twenty-five thousand (\$25,000.00) or more, Subrecipient shall 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 one hundred percent (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.

**G. Grantor Recognition.** Subrecipient shall ensure 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.

**H. Suspension or Termination.** Either party may terminate this Agreement for convenience at any time, as set forth at 2 CFR § 200.339 and § 200.340, by giving thirty (30) days' written notice to the other party of such termination. Partial terminations of the Project(s) set forth in Paragraph 3 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 § 200.338 - § 200.342, 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.

**I. Build America, Buy America Act.** The Build America, Buy America Act ("BABA") (Pub. L. No. 117-58, §§ 70901-52) enacted as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the

agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than twenty-five percent (25%).

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than fifteen (15) days and must be reviewed by the Made in America Office.

## **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 (3) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three (3) 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 a 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 Section 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond fifteen (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 Section 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 twelve thousand five hundred dollars (\$12,500.00) and ninety-nine thousand nine hundred ninety-nine dollars (\$99,999.00) must be used for eligible activities for five (5) years;
  - (ii) All properties receiving improvement funds between one hundred thousand dollars (\$100,000.00) and one hundred ninety-nine thousand nine hundred ninety-nine dollars (\$199,999.00) must be used for eligible activities for ten (10) years;
  - (iii) All properties receiving improvement funds of two hundred thousand dollars (\$200,000.00) 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-CDBG 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 County's Purchasing Procedures are more restrictive, Subrecipient shall follow 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 (1) year and an acquisition cost of five thousand dollars (\$5,000.00) 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.
  - (a) 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).
  - (b) 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.
  - (c) 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.
  - (d) 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.**

(a) Subrecipient has had an opportunity to review and complies with County’s policy prohibiting the use of excessive force by law enforcement agencies against any individuals engaged in non-violent civil rights demonstrations; and

(b) Subrecipient has had an opportunity to review and complies with County’s policy 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.

(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 carrying 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) **WMBE.** 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 of at least fifty-one percent (51%) 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. County 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.** The following Section 3 Clause applies to all subrecipients of HUD funding as well as all contracts and subcontracts for the construction, reconstruction, conversion, or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction on projects that meet the definition of a Section 3 Project found in 24 CFR § 75.3(a)(2) and assisted with HUD funds in an amount that exceeds the funding thresholds found in that section.
  - (a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - (b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under

no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

- (c) The Subrecipient agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR Part 75. The Subrecipient will not contract with any contractor or subcontractor where the Subrecipient has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 CFR Part 75.
  - (d) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR Part 75.
  - (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.
  - (f) The Subrecipient will require all contractors and subcontractors for this Project to report Section 3 compliance information immediately upon request to County and to maintain records demonstrating such compliance for a period no shorter than the record retention period set in Paragraph 13 of this Agreement.
  - (g) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.
- (vi) **Subcontract Provisions.** Subrecipient will include the provisions of Paragraphs 21(A), Civil Rights, and 21(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.**

- (a) For all contracts and subcontracts for construction, alteration, or repair in excess of two thousand dollars (\$2000.00), 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.
- (b) 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 two thousand dollars (\$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 that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

### **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 required by Paragraph 19 above and any applicable State laws and local government ordinances.

(ii) **Subcontracts.**

(a) **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.

(b) **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.

(c) **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.

(d) **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.

(e) **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.

(f) **Subcontract Provisions.** Subrecipient will include the provisions of Paragraphs 21(A), Civil Rights, 21(B), Affirmative Action, 21(c) Davis-Bacon Act, and Section 3 Clause in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

**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, 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.**
  - (a) 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.

(b) 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 Utah Code § 76-8-402 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:

(a) 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;

(b) 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;

(c) 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

(d) This certification is a material representation of the 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 ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

(viii) **Copyright.** If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to a 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.

(ix) **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).

(x) **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 aged 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 (50) 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 Section 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 HCD23053CH**

**SUBRECIPIENT:** Midvale City Corporation  
**PROJECT:** Midvale City Home Repair Loan Program (HRLP)  
**PROJECT NO:** 01.11CNTY49

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:** Homeowner Rehabilitation -Section 105(a)(4) §570.202

**National Objective and Reference:** LMH - LOW/MOD HOUSING BENEFIT

**IDIS Matrix Code:** 14A – Rehabilitation: Single Unit Residential

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

Objective: Create Suitable Living Environments

Outcome: Affordability

#### **Salt Lake County Outcome Performance Measurement Information**

Priority: Affordable Housing

**NATURE AND SCOPE OF PROJECT:** The primary purpose of this agreement is to provide CDBG funding to the Redevelopment Agency (RDA) of Midvale City to support a home repair loan program (HRLP) that will be administered by Midvale City and NeighborWorks Salt Lake (NWSL). The activities include forgivable loans, housing counseling, and administrative costs as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.



CDBG funds will be utilized to pay for the contracted administrative costs of the home repair loan program (HRLP) which provide forgivable loans up to \$15,000.00 to approximately 15 Households. Contracted services will be provided by NeighborWorks Salt Lake (NWSL).

HRLP improvements will address emergency repairs, eliminate blight, conserve energy, and preserve the housing community within Midvale's city limits. Funds will be available on a first-come, first-served basis.

Inspections will be performed on all work to ensure that the needs of the clients are met before contractors are paid.

Additional, project-related costs may be included within the scope of this project and funded if submitted in writing by Subrecipient and approved by County and as long as such additional costs are not above the total expenditure limit specified in ATTACHMENT C.

Midvale City and NWSL will maintain a detailed record of each job and will provide both quarterly and annual reports on the work completed, and the clients served. NWSL will also document and track the benefit that clients actually receive from the program including, but not limited to, the metrics contained in the Statistical Report Attachment.

#### Repayment of the CDBG Investment

- This statement is to be in the documents for each activity for which CDBG assistance is provided. "If a home that received CDBG assistance is sold, the amount of the assistance will be fully or partially repaid during the affordability period. All funds received will be considered program income. The affordability period for all CDBG assisted activities will be based on the amount of CDBG funds invested, per the following schedule:

Per Unit CDBG Amount	Minimum Period of Affordability
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

- All repayments of loans made with CDBG funds will be treated in accordance with the requirements of 24 CFR 570.426 Program Income. The Subrecipient shall return to Salt Lake County all repayments of CDBG funds.

#### Environmental Review

All housing programs are required to have an initial environmental review and release of funds by the County. Once an individual application is selected and approved for the housing program, a site-specific checklist must be completed and submitted to the County's Environmental Planner for review and approval prior to beginning any work on a property. Special attention should be paid to historic, noise, and floodplain requirements.



Subrecipient staff will understand and complete the Web-Based Instructional System for Environmental Review (WISER). These modules teach grantees how to understand and address all aspects of the environmental review process required for all HUD-assisted projects. This set of self-paced online learning modules can be completed in any order. Subrecipient will maintain records of modules completed by staff.

## **PROGRAM REQUIREMENTS:**

### **Energy Star Requirements**

All furnaces, with minor exceptions, windows, water heaters, appliances, and insulation will comply with Energy Star requirements.

### **Lead Based Paint requirements.**

All projects or activities funded have to be in full compliance with Lead Based Paint requirements as stated in sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (24 CFR 35 Final Rule). NEIGHBORWORKS SALT LAKE, Inc., will contact Kenyon Consulting whenever a painted surface is to be disturbed in a home built before 1978.

**Emergency Home Repairs:** By definition, emergency repairs are exempt from these requirements as defined in 24 CFR 35.115 a (9): “For Emergency actions immediately necessary to safeguard against an imminent danger to human life, health or safety, or protect property from further structural damage (such as when a property has been damaged by collapse), occupants shall be protected from exposure to lead in dust and debris generated by such emergency actions to the extent practicable and the requirements of subparts B through R of this part does not apply”.

**Rehabilitation work that costs under \$5,000:** If there are more than 2 (interior) and/or 10 (exterior) square feet of area that is cracked and peeling, or if a painted surface is to be disturbed, the home was built before 1978, and the cost of the rehabilitation is under \$5,000, paint chip samples shall be taken of cracked and peeling paint and/or the area to be disturbed. If lead-based paint is found to be present, then safe work practices shall be followed, and a clearance test taken and passed before workers and/or household members are allowed in the section of the house or the house where a painted surface was disturbed.

**Rehabilitation work that costs from \$5,000 to less than \$25,000.00:** All rehabilitation work that meets or exceeds \$5,000 shall have a risk assessment completed by an outside agency selected with County approval. All work crews shall be certified by the State of Utah as a firm including individuals to supervise the work. The risk assessment shall follow the requirements listed in Salt Lake County’s Lead Hazard Control Procedures and Policies.

**Relocation related to lead hazard control work:** A relocation statement shall be included in each project’s work description. All the relocation steps mentioned in Salt Lake County’s relocation plan shall be followed. All clearance inspections will be completed by individuals and firms that have been certified by the State of Utah.

## **GOAL STATEMENTS:**

- Approximately fifteen (15) households will be assisted with a home repair loan.

**Outcome Measurements:**

Provider shall track and measure the metrics as identified in the Statistical Report (Attachment F). 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.

**Outreach:**

Under agreement with HUD, Salt Lake County is to develop and implement an affirmative marketing and outreach strategy to specific target/demographic populations based on the share of the low- to moderate-income population in the service area. These include minority racial and ethnic groups, persons with disabilities, and single-headed households. HUD also expects outreach to extremely low, very low, and low-income populations. Depending on the activities or Projects, outreach to moderate-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.

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

**Target Population:** Low to Moderate Households located within Midvale City boundaries. To qualify households must fall on or below 80% AMI, and households who fall on or below 50% AMI can receive forgivable loans up to \$15,000.

**Program location:** Midvale City Corporation Physical Location is 7505 South Holden Street, Midvale City, UT 84047.

**Program Service Provider and Location:** NeighborWorks® Salt Lake  
MURRAY OFFICE  
4843 S Poplar Street  
Murray, UT 84107

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

**REPORTING:** This Agreement requires timely progress reports from Subrecipients. Subrecipient 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 requirements are subject to change.

Required Report		Reporting Period	Due Date
Narrative and Statistical Progress Report (Quarterly)	Q1	July 1 <sup>st</sup> - September 30 <sup>th</sup> , 2023	October 31 <sup>st</sup> , 2023
	Q2	October 1 <sup>st</sup> – December 31 <sup>st</sup> , 2024	January 31 <sup>st</sup> , 2024
	Q3	January 1 <sup>st</sup> – March 31 <sup>st</sup> , 2024	April 30 <sup>th</sup> , 2024
	Q4	April 1 <sup>st</sup> – June 30 <sup>th</sup> , 2024	July 20 <sup>th</sup> , 2024
Submit via online reporting tab in Smartsheets™			

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 that 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. Subrecipient also agrees to require Section 3 compliance and reporting by all construction (sub)contractors hired for this project.

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

**ATTACHMENT C**  
**PROJECT BUDGET**  
**Salt Lake County Contract Number HCD23053CH**

**SUBRECIPIENT:** Midvale City Corporation  
**PROJECT:** Midvale City Home Repair Loan Program (HRLP)  
**PROJECT NO:** 01.11CNTY49

I. Estimated Total Project Cost: \$ 250,100.00

II. Budgeted CDBG Expenditures:

a. Contracted Administrative Costs	\$25,100.00
b. Renovation and Rehabilitation	
i. Low Interest and forgivable loans	\$74,900.00
a. Up to \$15,000.00 per Household	

**TOTAL CDBG EXPENDITURES:** \$ 100,000.00

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

**Other funding sources:** Midvale City Corporation \$ 150,100.00

In no case will reimbursement exceed Subrecipient's actual costs. The subrecipient will maintain records necessary for the justification and verification of such costs.

**DAVIS BACON ACT: The Primary Contractor is required to provide copies of all payrolls to the Contracts Compliance Analyst on a weekly basis for each week when contract work is conducted. The Contracts Compliance Analyst will then manage these records on behalf of Salt Lake County.**

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individual's identification number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information will be provided in the designated format as submitted through the provided SmartSheet link.

**REIMBURSEMENTS:** Paragraph 8 “Methods of Disbursement” of Attachment A of this Agreement 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 of Attachment A relating to a particular Project(s), either on the basis of a lump-sum reimbursement of the Project(s) costs upon completion or on the basis of periodic reimbursement payments during the course of a Project(s) as the funds for that Project(s) are expended.

Subrecipients with facility or infrastructure improvements may request reimbursement from County as a lump sum upon completion of the Project(s) or may request progress payments during construction as the work is completed. Progress payments may be made during construction as long as the amount of the draw reflects the amount of the Project(s) completed and required Davis-Bacon Act and labor requirements have been met.

Services must be provided, or Project completed before the end of the Period of Performance of **June 30, 2024**. A final invoice must be received with payment issued before the **contract end date of August 31, 2024**.

All reimbursement requests will be submitted through the online County system referred to as ZoomGrants™. Back-up documentation of billed costs must be submitted with invoices unless otherwise notified by HCD. Subrecipient will maintain documentation of all expenditures and all Project(s) documentation on file but should not submit it with invoices unless requested. Invoices are required for facility or infrastructure-improvement Project(s).

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 authorization and may necessitate a contract amendment.

**CFDA # 14.218**

## ATTACHMENT D

To

Salt Lake County Contract Number HCD23053CH

SUBRECIPIENT:

Midvale City Corporation

PROJECT:

Midvale City Home Repair Loan Program  
(HRLP)

PROJECT NO:

01.11CNTY49

### Statistical Report

<https://app.smartsheet.com/dashboards/J5fh7vCqM9PC3Frw6Mr4MJ3f4FvP3XqC9HW4q7V1>

**Midvale PY23-24 Statistical Report**

**Statistical Report Progress**

ZG App ID	statQuarter	goalDescription	goalOutcome	statOutcome
423849	1	Approximately fifteen (15) households will be assisted with a home repair loan		15

**Enter Stat Report Data**

Goal 1

Goal 2

**Statistical Report Instructions**

To the left you can view the current progress of your goals by quarter. To enter the information into your Statistical Report, click on the link(s) directly above this instruction box. Keep in mind, if you have more than one goal for this project, there will be more than one link.

**Definition of terms**

**Goal Pre (goalPre)** Your predetermined goal of how many individuals will present to your agency for services.

**Output Pre (statPre)** The actual number of individuals that presented to your agency for services.

**Goal Post (goalPost)** Your goal of how many individuals will actually receive services out of those that present for services.

**Output Post (statPost)** The actual number of individuals that were served by your agency out of those that present for services.

**Outcome Goal (goalOutcome)** Of those that received services from your organization, how many received the desired outcome.

## ATTACHMENT E

To

Salt Lake County Contract Number HCD23053CH

<b>SUBRECIPIENT:</b>	<b>Midvale City Corporation</b>
<b>PROJECT:</b>	<b>Midvale City Home Repair Loan Program (HRLP)</b>
<b>PROJECT NO:</b>	<b>01.11CNTY49</b>

## EXHIBIT B

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### THE REDEVELOPMENT AGENCY OF MIDVALE CITY HOME REPAIR LOAN/GRANT PROGRAM

#### **General Overview:**

The Redevelopment Agency of Midvale City established the Home Repair Loan/Grant Program (HRLP) to provide additional income assistance for low- to moderate-income homeowners. HRLP is designed to provide funding for low- and moderate-income families for improvements to address emergency repairs, eliminate blight, conserve energy, and preserve the housing community within the city limits of Midvale City. Funds are available on a first-come, first-served basis.

#### **Midvale City General Plan and Housing Plan Goals & Strategies:**

Midvale City and the Redevelopment Agency of Midvale City adopted a shared Housing Plan in 2019. The following are goals and strategies adopted by the City and the RDA as part of the Housing Plan and the City's General Plan.

**Focus Programs on Households Making 80% AMI or Less:** The City and the RDA shall focus incentive programs on households making 80% or less of AMI, which a significant portion of the City's households would qualify for income targeted programs. These households are the most likely to be housing cost-burdened and often lack the ability to find the housing that meets their needs. Supporting household stability through affordability can contribute to greater social mobility and improved quality of life for the affected residents, as well as making them more financially resilient when faced with short-term financial issues, such as the loss of a job.

**Provide a Financial Incentive to Improve Homes:** The City and the RDA shall establish a program to provide a financial incentive to improve the facades, structures, and systems of single-family homes throughout Midvale. A home repair incentive program could provide either a tax reimbursement through an annual program allocation or a zero-interest loan/grant to encourage homeowners and landlords to invest in their properties. This program would address issues of housing quality and neighborhood blight.



**Owner/Home Eligibility:**

To be eligible to participate in the HRLP, an applicant must meet the following requirements:

- 80% AMI or below (households, or applicant and co-applicant).
- Property must be located within Midvale City limits.
- Property must be a single-family home, town home, condominium, or manufactured home that is permanently affixed to land.
- The applicant must have owned the home for at least one year prior to requesting assistance.
- Each applicant is eligible once in a lifetime to receive HRLP assistance, regardless of change of addresses or /grant status.
- Applicant must be current on mortgage payments and taxes.
- There can be no liens on the property. Except a mortgage lien.
- The property must be the applicants' primary residence.
- All applicants must meet income guidelines.

**Terms of Assistance:**

A loan/grant under the HRLP is subject to the following terms:

- Term: 5-year forgivable loan/grant.
- 20% loan/grant reduction each year
- Rate: Below market (0% - 3%) 0%
- Must be (applicant) owner -occupied.
- A deed restriction will be applied to the property during the lifetime of the loan/grant.

**Loan Limits:**

Loan/grants can be any amount up to \$15,000 at an interest rate of 0%. Loan/grant amounts cannot exceed 20% of the appraised value of the home or \$15,000, whichever is lower.

**Repayment of Grant:**

Repayment of some or all the DPA loan will apply if the property is sold before 5 years elapses from the Closing date of the loan/grant.

**Eligible Repairs:**

The following repairs are eligible for HRLP Loan/grants:

- Health or safety hazards
- Accessibility modifications
- Code compliance
- Energy improvements
- Renovation improvements that do not become a permanent part of the real property are not eligible.

**Home Improvement Grant Process:**

1. Intake (Day 1)
  - a. Client submits initial application through Program Vendor's website.

- b. Program Vendor sends Client a welcome email and requests additional information within 48 hours of received application,
- 2. Application (Day 2-7)
  - a. Program Vendor reviews Client's application, income, and ownership documents to determine whether Client qualifies for Program.
  - b. After Client's application is reviewed, the Program Vendor's real estate development manager schedules site visit with Client.
- 3. Site Visit (Day 3-14)
  - a. Real estate development manager goes out to Client's property and assesses the scope of work for the Project.
  - b. Real estate development manager provides the lending team with Project details and an estimate of the total costs.
- 4. Submit Bids (Day 3 until bids are complete)
  - a. Client sends loan/grant processor three bids for their project and identifies the contractor Client has selected.
  - b. Program Vendor requests contractor's license, insurance, and W9 information from Client's chosen contractor.
- 5. Finalize Grant/Closing (Day 14-30)
  - a. Loan/grant processor sends all documents over to the lending manager for review and final approval.
  - b. Loan/grant processor schedules closing with title company and Client and puts closing package together.
  - c. Client completes closing at the title company office.
- 6. Construction Work/Final Inspection (Day 30-90)
  - a. Contractor completes project.
  - b. NeighborWorks pays contractor for work.
  - c. Real estate development manager performs a final site inspection and makes sure the project has been completed.

### **Loan Policy**

The Salt Lake Neighborhood Housing Services, Inc. Homeownership Services Policy is attached and incorporated as part of this Midvale Home Replace Loan Program.