

**SUBGRANT AGREEMENT FOR THE CONDUCT OF A  
EMERGENCY SHELTER GRANT PROJECT (OR PROJECTS)  
between  
SALT LAKE COUNTY  
and  
(SUBGRANTEE)**

**GENERAL PROVISIONS**

THIS SUBGRANT AGREEMENT is entered into and shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Salt Lake County, a body corporate and politic of the State of Utah, (the "COUNTY"), and [LEGAL NAME OF SUBGRANTEE], a private nonprofit corporation licensed to do business in the State of Utah, Address, Salt Lake City, Utah, 84XXX, (the "SUBGRANTEE"), DUNS Number: \_\_\_\_\_.

RECITALS:

- A. Salt Lake County has entered into a grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct an Emergency Shelter Grant Program (the "ESG Program") pursuant to Subtitle B of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act, 42 U.S.C. §§ 11371-11387, as amended, and the Rules and Regulations promulgated by HUD governing the conduct of ESG programs, found at Title 24 of the Code of Federal Regulations ("CFR") Part 576, as amended, (the "Rules and Regulations");
- B. As provided in the Rules and Regulations, the COUNTY is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects; and
- C. Under this subgrant agreement the SUBGRANTEE will be a subrecipient of ESG program funds from the COUNTY.

THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the COUNTY and the SUBGRANTEE agree as follows:

1. **Content of this Agreement.** This agreement consists of this Part "General Provisions", and the following listed attachments:

Attachment I - Statement of Work  
Attachment II - Budget

2. **Project Responsibility.** The COUNTY’s Division of Community Resources and Development (“CRD”) is hereby designated as the representative of the COUNTY regarding all ESG 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. The COUNTY will monitor the performance of the SUBGRANTEE against goals and performance standards required in Attachment I - Statement of Work. Substandard performance as determined by the COUNTY will constitute non-compliance with the agreement. If, within a reasonable period of time after being notified by the COUNTY, SUBGRANTEE does not take action to correct such substandard performance, COUNTY may initiate termination or suspension of the agreement, which may result in withdrawal or termination of funding, as set forth in Paragraphs 15 and 16 respectively.

3. **Project(s) or Activities.** The activities or projects to be conducted hereunder are generally described as follows and referred to hereinafter as the “Project”:

<u>PROJECT NUMBER</u>	<u>PROJECT TITLE</u>	<u>PROJECT TOTAL COSTS (\$)</u>
<u>ES.XXCNTY09</u>	<u>XXXXXXXXXXXXXXXX</u>	<u>\$XX,XXX.XX</u>

4. **Statement of Work.** The SUBGRANTEE shall perform or cause to be performed all work required for the Project(s) described generally in Paragraph 2 above and, in that performance, shall be responsible for conducting all personnel staffing and contracting, providing all services, and furnishing all related real and personal property required. The Project(s) shall be performed in a manner satisfactory to CRD and in accordance with the provisions of this agreement. The more detailed statement of work contained in Attachment I is not intended to limit the scope of that work.

5. **Project Budget.**

A. A budget must be prepared for each of the Projects listed in Paragraph 3 above and submitted to CRD for review and approval prior to the execution of this agreement. Budget(s) shall be prepared in a format acceptable to CRD and, in general, shall list the major cost elements of the Project and show the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to the SUBGRANTEE for that Project, as provided in Paragraph 3 above.

B. All changes within the budget(s) shall be reported in a timely manner for acceptance and approval by CRD. All proposed changes in the total amount of any of the budget(s) under this agreement, which would increase or decrease the total amount of funding specified in Paragraph 8.A below or result in a change in the scope, location or beneficiaries of the Project shall be submitted to CRD for prior approval and must be formally authorized by a written amendment to this agreement in accordance with the provisions of Paragraph 10 below.

**6. Period of Performance.**

- A. The period of performance of this agreement shall be XX months which period shall begin on \_\_\_\_\_ and end on \_\_\_\_\_. In the event the date on which this agreement is fully signed is more recent than the above beginning date, then this agreement shall be considered to be retroactive and to have taken effect on the above beginning date. All costs which are incurred on any of the Project(s) by the SUBGRANTEE after the effective date of this agreement and which have been determined by CRD to be appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.
- B. All performance of this agreement shall be undertaken and completed by the SUBGRANTEE in an expeditious manner and shall not extend beyond the end of the Period of Performance specified above unless this agreement is amended authorizing an extension of that period. All amendments of this agreement, including extensions of time and termination, shall be accomplished in writing and in accordance with all requirements of Paragraph 10.
- C. All adjustments to extensions of time proposed for the performance of this agreement shall be requested in writing by the SUBGRANTEE and be submitted to CRD for processing. Upon approval by the COUNTY Mayor or designee, CRD shall add a signed, written endorsement to the SUBGRANTEE's letter of request granting the adjustment or extension and that letter shall thereupon be appended hereto and shall be numbered and identified as a duly authorized written amendment of this agreement.

- 7. **Matching Funds.** The SUBGRANTEE shall match the funds provided in this agreement as set forth in 24 CFR § 576.51. Eligibility of matching fund sources shall be subject to review and approval by the COUNTY. In the event COUNTY determines that the SUBGRANTEE's match funds are not in compliance with HUD regulations, policies, or directives, the COUNTY may, in its sole discretion, either: i) suspend this agreement as provided in Paragraph 16 below; or ii) reduce the total funding amount set forth in Paragraph 8 below in an amount proportionate to the ineligible match funds.

**8. Funding Amount**

- A. Subject to the requirements of this agreement the COUNTY will fund to the SUBGRANTEE for the full performance of this agreement and the actual conduct of the Project(s) specified herein a total sub-grant amount of Write out Number (\$XX,XXX.XX) dollars for all Projects undertaken by the SUBGRANTEE. The above stated fixed ceiling amount may be considered as a "not-to-exceed" amount but shall not be considered as an "estimate-of-cost", "percentage-of-cost" or any kind of "cost-plus" sum, price or amount. Also, as used in this agreement, unless the context indicates otherwise, the words "expend", "expended" and "expenditure" shall include all amounts obligated or committed by the SUBGRANTEE by written agreement (including unilateral purchase orders) for expenditure on the Project(s).

- B.** The SUBGRANTEE must make a concerted, good-faith effort to expend the total funding amount specified above within the Period of Performance stated in Paragraph 6. The SUBGRANTEE's costs and expenditures, however, shall not exceed the total funding amount. The COUNTY shall not be liable for or reimburse the SUBGRANTEE for any extra costs or overruns on the Project(s), or any additional funding in excess of the total amount stated above, without a prior written amendment of this agreement in accordance with Paragraph 10 below.
- C.** In the event the full funding amount to be paid or reimbursed hereunder by the COUNTY is not expended by the SUBGRANTEE for project costs as specified in Attachment II by the end of the Period of Performance hereof, as that period may have been extended or otherwise changed, the SUBGRANTEE shall refund, release or transfer any unexpended amount back to the COUNTY within 30 days after the end of the Period of Performance. Any project funds held by the COUNTY at the end of the Period of Performance or refunded, released or transferred to the COUNTY shall be reallocated by the COUNTY. The SUBGRANTEE shall be eligible to apply for these funds but shall have no greater priority than any other applicant.
- D.** In the event congressional action, HUD rules and regulations, or other lawful directive involves modifying or reducing the funds and/or services obligated under this agreement, the SUBGRANTEE shall, upon notice from the COUNTY, immediately modify, reduce the scope of, or cease expenditures as directed.
- E.** The SUBGRANTEE further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

**9. Methods of Disbursement.**

- A.** The SUBGRANTEE may request payment from the COUNTY of that part of the funding amount stated in Paragraph 8, relating to a particular Project either on the basis of a lump sum reimbursement of the Project costs upon completion of the Project or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended.
- B.** A request by the SUBGRANTEE for either a lump sum or for periodic reimbursement payments on a Project shall be in a form and content as prescribed by CRD and shall be submitted to CRD for review and for a determination of eligibility for payment. Upon approval by CRD, 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 CRD on the basis of costs actually incurred by the SUBGRANTEE on a Project during the period for which payment is requested.
- C.** The SUBGRANTEE may request a working capital advance as defined by and pursuant to 24 CFR § 576.63.

- D. Expenditures under this agreement determined by the COUNTY or HUD to be ineligible for reimbursement or which are inadequately documented will be, upon written request, immediately refunded to the COUNTY by the SUBGRANTEE.
- E. No requests for reimbursement or other payments under this agreement which are due to cost overruns of any kind on the Project(s) shall be approved, allowed or paid by the COUNTY unless the amount requested has been approved by a written amendment and authorized in accordance with the provisions of Paragraph 10.

**10. Amendments.**

- A. Either of the parties hereto may request amendments to any of the provisions of this agreement at any time but no amendment shall be made or performed until it has been mutually agreed to by the parties. All amendments shall be in writing and executed prior to any work being done pursuant thereto, except that amendments in the Period of Performance may be authorized and given by the COUNTY as provided in Paragraph 6.C. above.
- B. The COUNTY may, in its discretion, amend this agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Project(s) to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both COUNTY and SUBGRANTEE.

**11. ESG Program Compliance.** The SUBGRANTEE shall become familiar with and agrees to comply with the ESG program regulations set forth at 24 CFR Part 576 and applicable related federal regulations, including but not limited to 24 CFR Part 5, 24 CFR Part 84, and 24 CFR Part 85; and applicable Office of Management and Budget (OMB) Circulars referenced within the regulations. The SUBGRANTEE also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.

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

The parties agree that SUBGRANTEE'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.

**13. Indemnification.**

**A.** If the SUBGRANTEE is **not** a governmental entity under the Governmental Immunity Act, § 63G-7-101 *et seq.*, Utah Code Ann. (2008), then SUBGRANTEE shall be solely responsible for all damages to persons or property that occur as a result of negligence or fault of the SUBGRANTEE in connection with the performance of the work. SUBGRANTEE will indemnify, defend, and hold harmless the COUNTY from any negligent or intentional acts or omission of SUBGRANTEE's employees or agents performing pursuant to this agreement.

**B.** If both parties are governmental entities under the Governmental Immunity Act, § 63G-7-101 *et seq.*, Utah Code Ann. (2008), therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

**14. Insurance and Bonding.**

**A. Insurance.** SUBGRANTEE 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:

**(1) 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 the County.

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

(i) Currently rated A- or better by A.M. Best Company;

—OR—

(ii) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

(C) SUBGRANTEE shall furnish certificates of insurance, acceptable to the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

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

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

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

(G) In the event SUBGRANTEE 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 SUBGRANTEE for the costs of said insurance.

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

(B) Commercial general liability insurance with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the County, SUBGRANTEE, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from SUBGRANTEE's operations under this Agreement, whether performed by SUBGRANTEE 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.

(C) If SUBGRANTEE shall operate a motor vehicle in connection with any services funded by this agreement, commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

**B. Bond Requirements.** If the Project(s) involves construction or rehabilitation costing \$25,000 or more, the SUBGRANTEE shall ensure that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than 100% of the contract price, or such other assurances as approved in writing by the COUNTY. 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 the COUNTY and the SUBGRANTEE. 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 the COUNTY prior to the commencement of any work. The contractors 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.

15. **Termination.** Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Project(s) described in Paragraph 3 above may only be undertaken with the prior approval of the 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 the SUBGRANTEE under this agreement shall, at the option of the COUNTY, become the property of the COUNTY, and the SUBGRANTEE shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination.
16. **Suspension.** The COUNTY may suspend this agreement, in whole or in part, if the SUBGRANTEE materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein; and the COUNTY may declare the SUBGRANTEE ineligible for any further participation in the COUNTY's contracts, in addition to other remedies as provided by law.
17. **Records.** The SUBGRANTEE shall maintain accurate financial and service delivery records pertinent to the activities to be funded under this agreement. Records shall be maintained for a period of four (4) years as set forth at 24 CFR § 576.65.
18. **Client Data.** The SUBGRANTEE 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 for monitoring purposes upon request.

19. **Confidentiality.** The SUBGRANTEE 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 the COUNTY's or SUBGRANTEE's responsibilities with respect to services provided under this agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. The SUBGRANTEE shall ensure the confidentiality of client data pertaining to the provision of family violence prevention or treatment services as listed in 24 CFR 576.56 (a) (2).
20. **Participation of Homeless Persons in Policy-making and Operations.** The SUBGRANTEE understands they are required to involve not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the agency in the operation of the services provided under this agreement. The SUBGRANTEE also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this agreement and in providing services for occupants of facilities assisted under this agreement as listed in 24 CFR 576.56 (b) in accordance with 42 U.S.C. 11375 (d) and 42 U.S.C. 11375 (c) (7).
20. **Close-Outs.** The SUBGRANTEE's obligation to the COUNTY shall not end until all close-out requirements 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 the COUNTY), and determining the custodianship of records.
21. **Audits & Inspections.** All SUBGRANTEE records with respect to any matters covered by this Agreement shall be made available to the COUNTY, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the 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 the SUBGRANTEE within a time period as agreed upon by the COUNTY and the SUBGRANTEE after receipt by the SUBGRANTEE. Failure of the SUBGRANTEE 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 COUNTY. The SUBGRANTEE hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning SUBGRANTEE audits; and, as applicable, OMB Circular A-133.
22. **Progress Reports.** During the actual conduct of the Project, the SUBGRANTEE shall prepare and submit to CRD every three months or when specifically requested by CRD, a detailed project status report on the Project. The report format shall be as approved by CRD 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 and the beneficiaries of the project, up to the date of each report.

**23. Non-discrimination and Equal Opportunity.** The SUBGRANTEE, and all persons acting on its behalf, agree that they shall 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).

**24. Other Restrictions.**

**A. Prohibited Activities.** The SUBGRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism.

**B. "Section 3" Compliance.** The SUBGRANTEE, and any of the SUBGRANTEE's subrecipients and subcontractors, shall comply with the provisions of Section 3 of the Housing and Urban Development Act, as set forth in 24 CFR Part 135. The SUBGRANTEE certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The SUBGRANTEE will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBGRANTEE will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

**C. Hatch Act.** The SUBGRANTEE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

**D. Lobbying.** The SUBGRANTEE hereby certifies that:

i. 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;

ii. 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 contact, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- iii. 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
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**E. Primarily Religious Organization.** If the SUBGRANTEE is a primarily religious organization, funds provided under this agreement are subject to the provisions of 24 CFR § 576.23.

**25. Assignments and Contracting.** The responsibility for the performance of this agreement shall not be assigned, transferred or contracted out by the SUBGRANTEE without the prior written consent of the COUNTY. Contracts or purchase orders by the SUBGRANTEE for the acquisition of equipment, materials, supplies or services for the Project do not require the consent of the COUNTY but shall be done in accordance with the competitive bidding requirements of this Agreement and any applicable state laws and local government ordinances.

**26. Subcontracts.** The SUBGRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of the COUNTY prior to the execution of such subcontract. The SUBGRANTEE 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. The SUBGRANTEE 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. The SUBGRANTEE shall undertake to insure 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 COUNTY along with documentation concerning the selection process.

**27. Ethical Standards.** SUBGRANTEE 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 Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances, 2001); 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 Salt Lake County ordinances.

**28. Campaign Contributions.** SUBGRANTEE acknowledges the limits on campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances (2001). SUBGRANTEE further acknowledges that violating campaign contribution limitations may result in criminal sanctions as well as termination of this Agreement. SUBGRANTEE represents, by executing this Agreement, that SUBGRANTEE has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

**29. 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 SUBGRANTEE's possession.

**B. SUBGRANTEE's Obligation.** SUBGRANTEE, 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 Salt Lake County. SUBGRANTEE understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code Ann. (2004) for misuse of public funds or monies. SUBGRANTEE expressly understands that County may monitor the expenditure of public funds by SUBGRANTEE. SUBGRANTEE expressly understands that County may withhold funds or require repayment of funds from SUBGRANTEE for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

**30. Survival of Provisions.** The parties to this agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this agreement that requires 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.

- 31. Employee Status Verification System.** The contractor shall register and participate in the Status Verification System before entering into a contract with the County as required by Utah Code Section 63G-11-103(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 contractor is individually responsible for verifying the employment status of only new employees who work under the contractor'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 contractor shall comply in all respects with the provisions of Utah Code Section 63G-11-103(3). Contractors' failure to so comply may result in the immediate termination of its contract with Salt Lake County.

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ATTACHMENT I  
to  
Salt Lake County Contract Number BV095XXC

SUBGRANTEE: AGENCY NAME  
PROJECT: PROJECT TITLE  
PROJECT NO.: ES.00CNTY09

**PROJECT STATEMENT OF WORK**

This attachment is a supplement to the general work statement contained in Paragraph 3 of this Agreement. Therefore, in addition to the general work required to be done under that paragraph, which applies to all projects to be conducted under this Agreement, the particular work to be performed for this Project is as follows:

**Program Activity and Reference:**

**IDIS Matrix Code:**

**CPD Outcome Performance Measurement Information**

Objective:

Outcome:

**NATURE AND SCOPE OF PROJECT**

TIMETABLE (If applicable)

(include this statement or appropriate automobile liability insurance from the vendor)

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

**ATTACHMENT II**  
to  
Salt Lake County Contract Number **BV095XXC**

SUBGRANTEE: AGENCY NAME  
PROJECT: PROJECT TITLE  
PROJECT NO.: ES.XXCNTY09

**PROJECT BUDGET**

I. Estimated Total Project Cost ..... **\$XXX,XXX.XX**  
II. Budgeted ESG Expenditures:  
a. Line Item.....\$xx,xxx.xx  
b. Line Item .....xx,xxx.xx  
c. Line Item .....xx,xxx.xx  
**TOTAL ESG EXPENDITURES: ..... \$XXX,XXX.XX**

III. Source of Matching Funds:  
a. Line Item.....\$xx,xxx.xx  
b. Line Item .....xx,xxx.xx  
**TOTAL MATCHING FUNDS: ..... \$XXX,XXX.XX**

Unit Cost narrative if applicable (delete if not)

In no case will reimbursement exceed subgrantee's actual costs. Subgrantee will maintain records necessary for justification and verification of such costs.

FINAL BILLINGS ARE DUE TO CRD WITHIN 30 DAYS OF THE COMPLETION OF THE PROJECT OR WITHIN 90 DAYS AFTER THE END OF THE PERIOD OF PERFORMANCE WHICHEVER IS EARLIER.