

**PRIVATE NONPROFIT**  
**SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF A**  
**COMMUNITY DEVELOPMENT PROJECT (OR PROJECTS)**  
between  
**SALT LAKE COUNTY**  
and  
**(SUBRECIPIENT)**

**GENERAL PROVISIONS**

THIS SUBRECIPIENT AGREEMENT is entered into and shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between Salt Lake County, a body corporate and politic of the State of Utah, (the "COUNTY"), and [LEGAL NAME OF SUBRECIPIENT], a private nonprofit corporation licensed to do business in the State of Utah, Address, Salt Lake City, Utah, 84XXX, (the "SUBRECIPIENT"), 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 a Community Development Block Grant Program (the "CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 (the "Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("CDBG") programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, (the "Rules and Regulations");

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 SUBRECIPIENT will be a subrecipient of CDBG program funds from the COUNTY under the County's Urban-County CDBG Program.

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

1. **Content of this Agreement.** This agreement consists of this Part "General Provisions," and the following listed Agreement Parts and Exhibits that are appended hereto:

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 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. The COUNTY will monitor the performance of the SUBRECIPIENT 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 action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the COUNTY, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.
  
3. **Project(s) or Activities.** The activities or projects to be conducted hereunder are listed in the COUNTY's "Consolidated Plan" as submitted to HUD for CDBG Program Year 35 (2009-10), and are generally described as follows and referred to hereinafter as the "Project":

<u>PROJECT NUMBER</u>	<u>PROJECT TITLE</u>	<u>PROJECT TOTAL COSTS (\$)</u>
<u>XX.XXXXXX35</u>	<u>XXXXXXXXXXXXXXXX</u>	<u>\$XX, XXX.XX</u>

4. **Statement of Work.** The SUBRECIPIENT shall perform or cause to be performed all work required for the Project(s) described generally in Paragraph 3 above 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 CRD and in accordance with the provisions of this paragraph and with Attachment I appended to this agreement. Attachment I 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 (see Attachment I and any Sub-attachments thereto). The 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.
  
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 prior to the start of each of the Project(s). These budgets must be approved by CRD and be attached to this agreement when executed. The Project(s) shall be identified as Attachment II, with a sub-attachment number, if appropriate, for each Project. Each of the Budget(s) shall be prepared in a format that is acceptable to CRD and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to the SUBRECIPIENT for that Project, as provided in Paragraph 3 above.

**B.** The SUBRECIPIENT shall adhere to the requirements of the Budget(s) as approved by CRD but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project Budgets as such changes become necessary. All changes however, within the Budget(s) shall be reported to CRD in a timely manner for acceptance and approval. All proposed changes in the total amount of any of the Budget(s) under this agreement that would increase or decrease the total amount of funding specified in Paragraph 7.A 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 9 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. However, in no event shall this agreement be considered valid or binding if not signed prior to the termination date set forth above. All costs which are incurred on any of the Project(s) by the SUBRECIPIENT 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.** 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 Period of Performance specified in Paragraph 6.A above unless this agreement is amended to authorize an extension of that period. All amendments of this agreement, including extensions of time, shall be accomplished in writing and in accordance with all requirements of Paragraph 9 below.

**7. Funding Amount.**

**A.** Subject to the requirements of this agreement the COUNTY will fund to the SUBRECIPIENT 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 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. 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 SUBRECIPIENT by written agreement (including unilateral purchase orders) for expenditure on the Project(s).

**B.** The SUBRECIPIENT must make a concerted, good-faith effort to expend the total subgrant amount specified in Paragraph 7.A above within the Period of Performance stated in Paragraph 6. SUBRECIPIENT's costs and expenditures, however, shall not exceed the total funding amount. The COUNTY shall not be liable for or reimburse the

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 the agreement in accordance with Paragraph 9 below.

- C. In the event the full funding amount to be paid or reimbursed hereunder by the COUNTY is not expended by the SUBRECIPIENT for project costs as specified in Attachment II by the end of the Period of Performance, as that period may have been extended or otherwise changed, the SUBRECIPIENT shall refund, release or transfer any unexpended amount back to the COUNTY within 30 days. 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 SUBRECIPIENT shall be eligible to apply for these funds but shall have no greater priority than any other applicant.
- D. In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this agreement, the SUBRECIPIENT shall, upon notice from the COUNTY, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, the COUNTY or other lawful directive.
- E. The SUBRECIPIENT further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

**8. Methods of Disbursement.**

- A. The SUBRECIPIENT may request disbursement from the COUNTY of that part of the funding amount stated in Paragraph 7, relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended.
- B. A request by the SUBRECIPIENT 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 SUBRECIPIENT on a Project during the period for which payment is requested.
- C. Prepayment of the funds stated in Paragraph 7 above or a partial advance of funds to the SUBRECIPIENT for a Project may be made by the COUNTY if the nature of the Project or unusual circumstances justify such payment. Any prepayment or advance payment made hereunder must be justified in writing by the SUBRECIPIENT and must be pre-approved and authorized by CRD. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the SUBRECIPIENT, and are not to exceed actual cash requirements. Payments will be adjusted by the

COUNTY in accordance with advance fund and program income balances available in SUBRECIPIENT accounts. In addition, the COUNTY reserves the right to liquidate funds available under this agreement for costs incurred by the COUNTY on behalf of the SUBRECIPIENT.

- D. Expenditures under this agreement, whether or not prepaid, determined by the COUNTY or HUD to be ineligible for reimbursement or which are inadequately documented will upon written request be immediately refunded to the COUNTY by the 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 the COUNTY unless the amount requested has been approved by a written amendment and authorized in accordance with the provisions of Paragraph 9.

**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 may be authorized and given by the COUNTY as provided below.
- 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 SUBRECIPIENT.
- C. All adjustments or extensions of time proposed for the performance of this agreement shall be requested in writing by the SUBRECIPIENT and be submitted to CRD for processing. All such requests must be received prior to the termination date set forth in Paragraph 6 or in any subsequent valid amendments or extensions to the agreement in force at the time of the request. Upon approval by the COUNTY Mayor or designee, CRD shall add the signed, written endorsement to the SUBRECIPIENT's letter of request granting the adjustment or extension and that letter shall be numbered and identified as a duly authorized written amendment of this agreement.

**10. General Conditions.**

- A. **General Compliance.** The SUBRECIPIENT agrees to comply with the requirements the CDBG Program regulations found at 24 CFR Part 570 and all incorporated and related federal regulations, statutes, policies, and directives, as applicable. The SUBRECIPIENT also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this agreement.

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

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

**C. Indemnification.** SUBRECIPIENT agrees to indemnify, defend, and hold harmless the COUNTY, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from any negligent or intentional acts or omission of SUBRECIPIENT's employees or agents representatives, officers, employees or contractors performing pursuant to this agreement.

**D. Insurance.** 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:

**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:

(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 the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

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

(E) 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 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 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.

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

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

(C) If SUBRECIPIENT 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.

**E. Bond Requirements.** If the Project(s) involves construction or rehabilitation costing \$25,000 or more, the SUBRECIPIENT 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 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 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.

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

**G. Suspension or Termination.** Either party may terminate this agreement for convenience at any time, as set forth at 24 CFR § 85.44, by giving thirty (30) days written notice to the other party of such termination. Partial terminations of the Project(s) 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 SUBRECIPIENT under this agreement shall, at the option of the COUNTY, become the property of the COUNTY, and the SUBRECIPIENT shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination.

The COUNTY may also suspend or terminate this agreement, in whole or in part, in accordance with the provisions of 24 CFR § 85.43, if the SUBRECIPIENT 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 SUBRECIPIENT ineligible for any further participation in the COUNTY's contracts, in addition to other remedies as provided by law.

**11. Administrative Requirements.**

- A. Uniform Administrative Requirements.** The SUBRECIPIENT and its agencies or instrumentalities, and subrecipients shall comply with the applicable uniform administrative requirements set forth at 24 CFR § 570.502, and with the policies, guidelines, and requirements of OMB Circular A-110, OMB Circular A-122 or A-21, as applicable, and OMB Circular A-133.
- B. Other Requirements.** The SUBRECIPIENT shall comply with the program requirements set forth at 24 CFR §§ 570.600 - .603 and §§ 570.605 - .614. The 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.** The SUBRECIPIENT agrees to comply with the financial and program management standards of OMB Circular A-110 as implemented at 24 CFR Part 84 and specified in 24 CFR § 570.502 (b) 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.** The SUBRECIPIENT, as specified in 24 CFR § 570.502 (b), shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**12. Documentation and Record-Keeping.**

- A. Records to be Maintained.** The 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(b)(3)(ix) and 24 CFR § 84.53. The retention period for individual CDBG activities shall be four (4) years starting from the date of the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by the COUNTY. Records for non-expendable property acquired with funds under this agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.
- C. Client Data.** The 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.** The 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 the COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

**E. Property Records.** The SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold.

**13. Close-Outs.** The SUBRECIPIENT's obligation to the COUNTY shall not end until all close-out requirements, which are set forth at 24 CFR § 570.509, 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.

**14. Audits & Inspections.** All SUBRECIPIENT 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 SUBRECIPIENT within a time period as agreed upon by the COUNTY and the SUBRECIPIENT after receipt by the SUBRECIPIENT. Failure of the 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 the COUNTY. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning SUBRECIPIENT audits and, as applicable, OMB Circular A-133.

**15. Program Income.**

**A.** All program income, as defined at 24 CFR § 570.500(a), will be returned to the COUNTY immediately upon being earned. Program income is defined in Paragraph 570.500(a) of the Rules and Regulations as gross income received by the 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 the SUBRECIPIENT that has not been returned to the COUNTY when this agreement expires or is terminated, or is received by the SUBRECIPIENT after this agreement expires or is terminated, shall be transferred or paid to the County in accordance with the provisions of Paragraph 18 below, entitled Reversion of Assets.

- 16. Indirect Costs.** If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the COUNTY for approval, in a form specified by the COUNTY.
- 17. Progress Reports.** During the actual conduct of the Project, the SUBRECIPIENT shall prepare and submit to CRD every three months, or as otherwise specifically requested by CRD, a detailed project status report. 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, 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.
- 18. Reversion of Assets.** As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this agreement, the SUBRECIPIENT shall release to the COUNTY any unexpended CDBG funds provided under this agreement, all program income in its possession which it has not returned to the 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 the 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 the 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 up to \$25,000 must be used for eligible activities for two (2) years;
  - ii. All properties receiving improvement funds between \$25,001 and \$99,999 must be used for eligible activities for five (5) years;
  - iii. All properties receiving improvement funds between \$100,000 and \$199,999 must be used for eligible activities for ten (10) years;
  - iv. All properties receiving improvement funds of \$200,000 or more must be used for eligible activities for fifteen (15) years;

- C. If the 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 the COUNTY's CDBG program in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CBG funds for acquisition of, and improvements to, the property.
- D. The threshold amounts set forth in Subparagraph B above are cumulative, based on the total CDBG funding provided to the 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.

**19. Procurement.** The SUBRECIPIENT shall procure all materials, property, or services in accordance with the Procurement Standards of OMB Circular A-110, as implemented at 24 CFR §§ 84.40-48. In the event the procurement standards of the SUBRECIPIENT are more restrictive than those in Circular A-110, the more restrictive standards and requirements will apply.

**20. Equipment.** Equipment means tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The SUBRECIPIENT shall comply with 24CFR § 570.502(b)(3)(vi) and CRD policy regarding the use, maintenance and disposition of equipment. In the event the policies of the SUBRECIPIENT are more restrictive than those in 24 CFR Part 84 the more restrictive standards and requirements will apply.

**21. Personnel & Participant Conditions.**

**A. Civil Rights.**

- i. **Nondiscrimination and Equal Opportunity.** The 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). The 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. The

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. The SUBRECIPIENT agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.

- ii. **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 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 the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. The 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.
- iii. **Section 504.** The 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. The COUNTY shall provide the 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.** The SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107.
- ii. **W/MBE.** The 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. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- iii. **Access to Records.** The 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 the 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 SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- v. **Subcontract Provisions.** The 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. Employment Restrictions.**

- i. **Prohibited Activity.** The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; or lobbying, political patronage, and nepotism activities.
- ii. **Labor Standards.**
  - (a) The 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. §276a-276a-5, 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. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the COUNTY for review upon request.
  - (b) The SUBRECIPIENT agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The 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.

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

#### **D. Conduct.**

- i. **Assignments and Contracting.** The responsibility for the performance of this agreement shall not be assigned, transferred or contracted out by the SUBRECIPIENT without the prior, written consent of the COUNTY. Contracts or purchase orders by the SUBRECIPIENT 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 described in Paragraph 19 above and any applicable state laws and local government ordinances.
- ii. **Subcontracts.**
  - (a) **Approvals.** The SUBRECIPIENT 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 agreement.
  - (b) **Monitoring.** The 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.** The 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.** The SUBRECIPIENT 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.

- (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 Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR Part 24.
- iii. **Hatch Act.** The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.
- iv. **Conflict of Interest.** The SUBRECIPIENT agrees to abide by the provisions of 24 CFR § 570.611 with respect to conflicts of interest, and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY, or of any designated public agency or SUBRECIPIENT receiving funds under the CDBG Entitlement program.
- v. **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 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.
- vi. **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 (2001). 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 the 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.

**vii. 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 Salt Lake County. SUBRECIPIENT 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. 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.

**viii. Lobbying.** The 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 contact, 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 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.
- ix. **Copyright.** If this agreement results in any copyrightable material or inventions, the COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- x. **Religious Organization.** The 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).
- xi. **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 24 CFR part 24, subpart F.

## 22. Environmental Conditions

- A. **Air and Water.** The 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, the 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.** The 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

property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children age six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

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

- 23. Displacement, Relocation, Acquisition and Replacement of Housing.** The 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 Antidisplacement 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. (The COUNTY may preempt the optional policies.) The 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. The 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.
- 24. 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.
- 25. 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.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

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:

SALT LAKE COUNTY: Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

SALT LAKE COUNTY

By \_\_\_\_\_  
Mayor Peter Corroon or Designee

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me  
\_\_\_\_\_, who being duly sworn, did say that (s)he is the  
\_\_\_\_\_ of Salt Lake County, Office of Mayor, and  
that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

ADMINISTRATIVE APPROVAL:  
Community Resources and Development

By \_\_\_\_\_  
Michael R. Gallegos, Director

Date \_\_\_\_\_

SUBRECIPIENT: Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

SUBRECIPIENT:  
AGENCY NAME

By \_\_\_\_\_

\_\_\_\_\_  
(Printed name of signer)

\_\_\_\_\_  
(Title)

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared before me  
\_\_\_\_\_ being duly sworn, did say that she/he is the  
\_\_\_\_\_ of \_\_\_\_\_ and that the within and foregoing  
instrument was signed for and in behalf of such entity.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

**ATTACHMENT I**  
to  
Salt Lake County Contract Number **BV035XXC**

SUBRECIPIENT:	AGENCY NAME
PROJECT:	PROJECT TITLE
PROJECT NO.:	XX.XXXXXX35

**PROJECT STATEMENT OF WORK**

This attachment is a supplement to the general work statement contained in Paragraph 4 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:

**Eligibility and Reference:**

**National Objective and Reference:**

**IDIS Matrix Code:**

**CPD Outcome Performance Measurement Information**

Objective:

Outcome:

**NATURE AND SCOPE OF PROJECT**

**TIMETABLE (If applicable)**

**ATTACHMENT II**  
to  
Salt Lake County Contract Number **BV035XXC**

SUBRECIPIENT: AGENCY NAME  
PROJECT: PROJECT TITLE  
PROJECT NO.: XX.XXXXXX35

**PROJECT BUDGET**

I. Estimated Total Project Cost ..... \$XXX,XXX.XX

II. Budgeted CDBG Expenditures:

    a. Line Item ..... \$xx,xxx.xx

    b. Line Item ..... xx,xxx.xx

    c. Line Item ..... xx,xxx.xx

**TOTAL CDBG EXPENDITURES: ..... \$XXX,XXX.XX**

Unit Cost narrative if applicable (delete if not)  
In no case will reimbursement exceed subrecipient's actual costs. Subrecipient 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.