7505 South Holden Street
Midvale, UT 84047
801- 567-7200
Midvale.Utah.gov

REDEVELOPMENT AGENCY OF MIDVALE CITY
MEETING AGENDA
DECEMBER 6, 2023

PUBLIC NOTICE IS HEREBY GIVEN that the **Redevelopment Agency of Midvale City** will hold an electronic and in-person meeting on the **6th day of December, 2023** as follows:

Electronic & In-Person City Council Meeting
This meeting will be held electronically and in-person. **Public comments may be submitted electronically to the Board for consideration at www.Midvalecity.org/government/contact-us by 5:00pm on December 5th and will be included in the meeting record.**

The meeting will be broadcast on the following: **You Tube: Midvale.Utah.gov/YouTube**

6:30 PM OR IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING

I. GENERAL BUSINESS
A. WELCOME AND ROLL CALL

II. PUBLIC COMMENTS
Any person wishing to comment on any item not otherwise scheduled for public hearing on the agenda may address the Redevelopment Agency of Midvale City Board at this point by stepping to the microphone and giving his or her name for the record. Comments should be limited to not more than three (3) minutes unless additional time is authorized by the Redevelopment Agency of Midvale City Board. Citizen groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on non-hearing items. Items brought forward to the attention of the Redevelopment Agency of Midvale City will be turned over to staff to provide a response outside of the Redevelopment Agency meeting.

III. CONSENT AGENDA
A. Consider Minutes of November 14, 2023 ***[Rori Andreason, HR Director/City Recorder]***

B. Consider ***Resolution No. 2023-18RDA*** Establishing a Time and Place to hold the Redevelopment Agency of Midvale City Meetings for the 2024 Calendar Year ***[Rori Andreason, City Recorder]***

IV. ACTION ITEMS
A. Consider ***Resolution No. 2023-19RDA*** Consent to Enter into a Pass-Through Agreement with Midvale City for Community Development Block Grant Funding to support the Redevelopment Agency's Home Repair Loan Program ***[Meggie Troili, RDA Project Manager]***

B. Consider ***Resolution No. 2023-20RDA*** Consent to Amend the First Amended and Restated Agreement with NeighborWorks Salt Lake to administer both the Home

Repair Loan and Down Payment Assistance Programs ***[Meggie Troili, RDA Project Manager]***

C. Consider ***Resolution No. 2023-21RDA*** Approving the term sheet between the Redevelopment Agency of Midvale City and 7718 Main Street LLC for participation on the Main Street Façade Improvement Program. ***[Kate Andrus, RDA Program Manager]***

D. Consider ***Resolution No. 2023-22RDA*** Authorizing the Chief Administrative Officer to enter into an agreement between the Redevelopment Agency of Midvale City and Le Monde Studio Inc. for the design and construction of festival lighting on Midvale Main ***[Kate Andrus, RDA Program Manager]***

V. ADJOURN

In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City Recorder at 801-567-7207, providing at least three working days' notice of the meeting. TTY 711

A copy of the foregoing agenda was provided to the news media by email and/or fax. The agenda was also posted at the following locations on the date and time as posted above: City Hall Lobby, on the City's website at Midvale.Utah.gov and the State Public Notice Website at http://pmn.utah.gov. Board Members may participate in the meeting via electronic communications. Board Members' participation via electronic communication will be broadcast and amplified so other Board Members and all other persons present in the Council Chambers will be able to hear or see the communication.

DATE POSTED: NOVEMBER 30, 2023

RORI L. ANDREASON, MMC

REDEVELOPMENT AGENCY MEETING
Minutes
Tuesday November 14, 2023

Council Chambers
7505 S Holden Street
Midvale, Utah 84047

CHAIR: Marcus Stevenson

BOARD MEMBERS: Board Member Paul Glover
Board Member Quinn Sperry
Board Member Dustin Gettel
Board Member Bryant Brown
Board Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Nate Rockwood, Assistant City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Laura Magness, Communications Director; Jerimie Thorne, Deputy Public Works Director; Meggie Troili, RDA Project Manager; Cody Hill, Economic Development Director; Wendelin Knobloch, Planning Director; Chief Randy Thomas, UPD; and Juan Rosario, Systems Administrator.

Chair Stevenson called the meeting to order at 8:55 p.m.

I. GENERAL BUSINESS

A. Roll Call - Board Members Dustin Gettel, Quinn Sperry, Bryant Brown, Heidi Robinson, and Paul Glover were present at roll call.

II. PUBLIC COMMENTS

There was no one who desired to speak.

III. CONSENT AGENDA

A. CONSIDER MINUTES OF OCTOBER 17, 2023

MOTION: Board Member Paul Glover MOVED to approve the consent agenda. The motion was SECONDED by Board Member Heidi Robinson. Chair Stevenson called for discussion on the motion. There being none he called for a roll call vote. The voting was as follows:

Board Member Bryant Brown Aye
Board Member Dustin Gettel Aye
Board Member Paul Glover Aye
Board Member Quinn Sperry Aye

PENDING

Board Member Heidi Robinson Aye
The motion passed unanimously.

IV. ACTION ITEMS

A. CONSIDER RESOLUTION NO. 2023-17RDA PROVIDING CONSENT FOR SUNSET GARDENS, LLC, TO BORROW $1,760,256 FROM HOUSING OPPORTUNITIES, INC FOR THE EAST 72 AFFORDABLE HOUSING PROJECT

Meggie Troili said Midvale City said RDA closed on the Sunset Gardens affordable housing loan via Resolution No. 2022-08RDA on June 7, 2022 for the property at 380 E. Fort Union Blvd, Midvale (now named East 72). Sunset Gardens, LLC received a commitment from Salt Lake County in the amount of $1,760,256 for additional project funding. Rather than loan the money directly to Sunset Gardens, LLC, Salt Lake County is granting the money to Housing Opportunities, Inc. In turn, Housing Opportunities, Inc. is lending the money to Sunset Gardens, LLC as another sponsor loan. To enter this additional loan, Sunset Gardens, LLC is required to receive the consent of the other East 72 lenders, including the Redevelopment Agency of Midvale City. Housing Opportunities, Inc. is not asking the other lenders to subordinate their existing loans for this new loan. The RDA's position will be unchanged. This loan will be in last position for its security on the project.

FISCAL IMPACT:
$0

STAFF RECOMMENDATION:
RDA staff recommended suspending the rules and passing Resolution No. 2023-17RDA providing consent for Sunset Gardens, LLC to borrow $1,760,256 from Housing Opportunities, Inc. for the East 72 affordable housing project.

MOTION: Board Member Dustin Gettel MOVED to Suspend the Rules and pass Resolution No. 2023-17RDA providing consent for Sunset Gardens, LLC to borrow $1,760,256 from Housing Opportunities, Inc. for the East 72 affordable housing project. The motion was SECONDED by Board Member Heidi Robinson. Chair Stevenson called for discussion on the motion. There being none he called for a roll call vote. The voting was as follows:

Board Member Bryant Brown Aye
Board Member Dustin Gettel Aye
Board Member Paul Glover Aye
Board Member Quinn Sperry Aye
Board Member Heidi Robinson Aye

The motion passed unanimously.

PENDING

V. ADJOURN

MOTION: Board Member Paul Glover MOVED to adjourn the meeting. Board Member Dustin Gettel SECONDED the motion. Chair Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The meeting adjourned at 9:01 p.m.

Rori L. Andreason, MMC
City Recorder

Approved this 6th day of December 2023.

PENDING

MIDVALE RDA SUMMARY REPORT

Meeting Date: December 6, 2023

SUBJECT: **Consider Resolution No. 2023-18RDA Establishing a Time and Place to hold the Redevelopment Agency of Midvale City Meetings for the 2024 Calendar Year**

SUBMITTED BY: **Rori Andreason, Secretary**

SUMMARY:
Section 2.12.060 of the Midvale Municipal Code designates the City Council to act as the Redevelopment Agency Board. The Redevelopment Agency meetings are scheduled on an as needed basis to be held in conjunction with regularly scheduled City Council meetings.

A Resolution has been prepared outlining the proposed Redevelopment Agency meeting schedule for the 2024 calendar year.

FISCAL IMPACT: N/A

RECOMMENDED MOTION:

I move that we adopt Resolution No. 2023-18RDA A Resolution Establishing a Time and Place for Holding the Redevelopment Agency of Midvale City Meetings for the 2024 Calendar Year.

Attachments: Proposed Resolution

MIDVALE CITY, UTAH
RESOLUTION NO. 2023-18RDA

A RESOLUTION ESTABLISHING A TIME AND PLACE FOR HOLDING THE REDEVELOPMENT AGENCY OF MIDVALE CITY MEETINGS FOR THE 2024 CALENDAR YEAR

WHEREAS, pursuant to Section 52-4-2 of Utah Code Annotated and the Midvale Municipal Code, Section 2.12.080, the Board of Directors for the Redevelopment Agency of Midvale City hereby gives notice of their 2024 meeting schedule; and

WHEREAS, the Board desires to encourage residents of Midvale City to attend City meetings; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE REDEVELOPMENT AGENCY OF MIDVALE CITY, UTAH:

Section 1. The Board of Directors hereby gives notice of the time and place for holding Redevelopment Agency meetings for the 2024 Calendar Year as follows:

Redevelopment Agency: The City Council, acting in its capacity as the Board of Directors of the Midvale Redevelopment Agency will usually meet on Tuesdays, in conjunction with City Council meetings, as needed and for which public notice shall be given.

Location of Meetings: All meetings described above, except those meetings for which notice is given that the meeting will be held at a different location, will be held at City Hall, 7505 South Holden Street, Midvale, Utah.

Section 2. The Board directs the City Recorder to publish the 2024 City Council meeting schedule in at least one newspaper of general circulation in Midvale City, State of Utah.

Section 3. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 6th day of December 2023.

_____
Marcus Stevenson, Chief Administrative Officer

ATTEST:

_____
Rori L. Andreason, MMC
Secretary

Voting by the Board:	**"Aye"**	**"Nay"**
Quinn Sperry	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

REDEVELOPMENT AGENCY OF MIDVALE CITY

Meeting Date: December 6, 2023

ITEM TYPE: Action Item

SUBJECT: Consider **Resolution No. 2023-19RDA** Consent to Enter Into a Pass-Through Agreement With Midvale City for Community Development Block Grant Funding to Support the Redevelopment Agency's Home Repair Loan Program.

SUBMITTED BY: Meggie Troili, RDA Project Manager

CITIZEN'S AGENDA: Midvale City received funding from Salt Lake County to support the Redevelopment Agency's Home Repair Loan Program. The Council will consider an agreement to pass the finding to the RDA.

SUMMARY: Midvale City applied for and was awarded $100,000 in Community Development Block Grant funding from Salt Lake County to support the Redevelopment Agency's Home Repair Loan Program. **Resolution No. 2023-19RDA** will provide consent for Midvale City to pass Community Development Block Grant funding to the Redevelopment Agency of Midvale City to support the Home Repair Loan Program.

Salt Lake County distributes CDBG funding through a reimbursement process. Therefore, the RDA will fund the HRLP program upfront with restricted affordable housing funds and request reimbursement from Midvale City, who will request reimbursement from Salt Lake County.

FISCAL IMPACT: $0

STAFF RECOMMENDATION: RDA staff recommends suspending the rules in consideration of **Resolution No. 2023-19RDA** providing consent to Enter Into a Pass-Through Agreement With Midvale City for Community Development Block Grant Funding to Support the Redevelopment Agency's Home Repair Loan Program.

Recommended Motion: "I move that we suspend the rules and pass **Resolution No. 2023-19RDA** providing consent to Enter Into a Pass-Through Agreement With Midvale City for Community Development Block Grant Funding to Support the Redevelopment Agency's Home Repair Loan Program.

Attachments:
Resolution No. 2023-19RDA
Pass-Through Agreement Between Midvale City and RDA.

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

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Redevelopment Agency of Midvale City approves authorizing the Chief Executive Officer to sign the agreement between Midvale City and the Redevelopment Agency of Midvale City attached to this Resolution as Exhibit A.

PASSED AND APPROVED this 6th day of December 2023.

By: _____
Marcus Stevenson, Chief Executive Officer

ATTEST:

_____
Rori L. Andreason, MMC
Secretary

Voting by the RDA Board	"Aye"	"Nay"
Dustin Gettel	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____

CDBG Subrecipient Pass-Through Agreement for HRLP

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

Background

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

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

WHEREAS, the RDA administers the Project; and

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

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

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

Agreement

1. Scope of Services. The RDA will administer the Project described in Attachment B of the County Agreement.

2. Time of Performance. This Agreement will be performed and will terminate in accordance with Paragraph 4 of the County Agreement or as the County Agreement is amended.

3. Budget. The RDA must follow the Project Budget provided in Attachment C of the County Agreement or as the County Agreement is amended. All reimbursable requests related to the Project may not exceed the Total CDBG Expenditures amount set forth in the Project Budget.

4. Payment. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed $100,000.00 and that amounts paid by the

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

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

5. Amendments. This Agreement shall be subject to any amendments to the County Agreement.

6. Special Conditions. The RDA's performance under this Agreement will be subject to the following special conditions:

   A. Compliance. The RDA agrees to comply with the requirements of the CDBG Program regulations found at 24 CFR part 570 and all incorporated and related Federal regulations, statutes, policies, and directives, as applicable. The RDA also agrees to comply with all other applicable Federal, State, and local laws, regulations, policies, and Salt Lake County program directives governing the funds and services provided under this Agreement including but not limited to 2 CFR part 200.

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

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

   B. Licensing. The RDA will obtain all licenses, permits and/or certificates required by Federal, State, and local government statutes, laws, ordinances and/or regulations required by every governmental jurisdiction in which the Project is provided for the duration of this Agreement. The RDA shall have said licenses, permits, and certificates available during normal business hours for inspection by the City.

   C. Indemnification. The RDA agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from and against any and all actual or threatened losses, damages, injuries, liabilities, and claims, of, to or by third parties, including the RDA, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workers and material suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, the RDA's breach of this Agreement or any negligent or intentional acts or omission of or by the RDA's employees, agents, representatives, officers, employees or subcontractors in connection with the performance of this Agreement.

Whereas the RDA is a governmental entity under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq., Utah Code Ann., as amended, then, consistent with the terms of the Governmental Immunity Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act.

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

i. General Insurance Requirements for All Policies:

a. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (1) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement and (2) be maintained for a period of at least three years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to Salt Lake County.

b. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either (1) currently rated A- or better by A.M. Best Company or (1) listed in the United States Treasury Department's current listing of Approved Sureties (Department Circular 570), as amended.

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

d. In the event any work is subcontracted, the RDA shall require its subcontractor to secure and maintain all minimum insurance coverages required of the RDA hereunder.

e. The RDA's insurance policies shall be primary and non-contributory to any other coverage available to Salt Lake County. The workers' compensation, general liability and auto liability

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

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

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

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

a. Workers' compensation and employer's liability insurance sufficient to cover all of the RDA's employees unless a waiver of coverage is allowed and acquired pursuant to Utah Code Title 34A Chapter 2 Part Section 103. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures, and partnerships. In the event any work is subcontracted, the RDA shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah Code. (Salt Lake County is not to be an additional insured under the RDA's workers' compensation insurance.)

b. Commercial general liability insurance, on an occurrence form, naming Salt Lake County as an additional insured, in the minimum amount of one million dollars ($1,000,000.00) per occurrence with a two million dollars ($2,000,000.00) general policy aggregate and two million dollars ($2,000,000.00) products completed operations policy aggregate. The policy shall protect Salt Lake County, the RDA, and any subcontractor from claims for damages for personal injury, including accidental death and from claims for property damage that may arise from the RDA's operations under this Agreement, whether performed by the RDA itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors and completed operations. The policy shall be primary and not contributing to any

other policy or coverage available to Salt Lake County whether such coverage be primary, contributing, or excess.

c. Professional liability insurance with a minimum policy limit of one million dollars ($1,000,000.00) per occurrence. (Salt Lake County is not to be an additional insured for professional liability insurance).

d. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of one million dollars ($1,000,000.00) per occurrence.

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

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

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

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

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

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

H. Other Program Requirements. The RDA shall comply with the Program requirements set forth at 24 CFR §§ 570.600 - 570.614. Except, the RDA shall not be required to assume the environmental responsibilities described at 24 CFR § 570.604 or the review process under 24 CFR part 52.

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

J. Cost Principles. The RDA, as specified in 24 CFR § 570.502(a), shall administer the Program in conformance with 2 CFR part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

K. Documentation and Record-Keeping.

i. Records to Be Maintained. The RDA shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be funded under this Agreement.

ii. Retention. Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be the longer of three (3) years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by Salt Lake County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the three (3) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three (3) year period, whichever occurs later.

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

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

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

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

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

N. Program Income.

i. All program income, as defined at 24 CFR § 570.500(a), will be returned to the City immediately upon being earned. Program income is defined in § 570.500(a) of the Rules and Regulations as gross income received by the RDA which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).

ii. Any program income in possession of the RDA that has not been returned to the City when this Agreement expires or is terminated or is received by the RDA after this Agreement expires or is terminated, shall be transferred or paid to the City in accordance with the provisions of Paragraph 6.Q, entitled Reversion of Assets.

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

P. Progress Reports. During the actual conduct of the Project, the RDA shall prepare and submit to the City every three (3) months, or as otherwise specifically

requested by Salt Lake County, a detailed project status report. The report format shall be as approved by Salt Lake County but must show, at a minimum, the current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that Project, the beneficiaries of the Project, the money leveraged by CDBG-funded Activity, information relating to the HUD performance indicators and any CDBG program income received on that Project for the period preceding the report date.

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

i. Acquired with CDBG Funds. All property acquired by the RDA in whole or in part with CDBG funds must be used for a period of fifteen (15) years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low- and moderate-income persons; aiding in the prevention or elimination of slums and blight; or meeting community development needs having a particular urgency.

ii. Improved with CDBG Funds. All property improved in whole or in part with CDBG funds must be used by the RDA to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:

a. All properties receiving improvement funds between twelve thousand five hundred dollars ($12,500.00) and ninety-nine thousand nine hundred ninety-nine dollars ($99,999.00) must be used for eligible activities for five (5) years;

b. All properties receiving improvement funds between one hundred thousand dollars ($100,000.00) and one hundred ninety-nine thousand nine hundred ninety-nine dollars ($199,999.00) must be used for eligible activities for ten (10) years;

c. All properties receiving improvement funds of two hundred thousand dollars ($200,000.00) or more must be used for eligible activities for fifteen (15) years;

iii. If the RDA desires to change the use of real property covered by this policy during the applicable period listed above, it must do the following:

a. Provide affected citizens with reasonable notice of any proposed change in use and an opportunity to comment; and

b. Ensure that the new use meets a CDBG national objective or reimburse Salt Lake County's CDBG Program in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of and improvements to the property.

iv. The threshold amounts set forth in Subparagraph ii above are cumulative, based on the total CDBG funding provided to the RDA in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by the City to acquire or improve said real property. However, the use periods set forth in Subparagraph ii do not commence until closeout of the final agreement under which the RDA receives such acquisition or improvement funds.

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

S. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of five thousand dollars ($5,000.00) or more per unit (2 CFR § 200.33). The RDA shall comply with 2 CFR Part 200, Subpart D, as modified by 24 CFR § 570.502(a)(6) and Salt Lake County policy regarding the use, maintenance, and disposition of equipment. In the event the policies of the RDA are more restrictive than those in 2 CFR Part 200, Subpart D, the more restrictive standards and requirements will apply.

T. Environmental Conditions.

i. Air and Water. The RDA agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C., § 7401, et. seq.

b. Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 and all regulations and guidelines issued thereunder.

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

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

iv. Historic Preservation. The RDA agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

U. Displacement, Relocation, Acquisition and Replacement of Housing. The RDA agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); the requirements of 24

CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and the requirements in § 570.606(d) governing optional relocation policies. (Salt Lake County may preempt the optional policies). The RDA shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The RDA also agrees to comply with applicable State law, including Utah Code Annotated, §57-12-1 et. seq. (1953, as amended) and County ordinances, resolutions, and policies concerning the displacement of persons from their residences.

7. Personnel & Participant Conditions.

A. Civil Rights.

i. Nondiscrimination and Equal Opportunity.

a. The RDA and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all Federal, State, and County laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

b. The RDA will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance.

c. The RDA will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The RDA agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.

d. The RDA will, in all solicitations or advertisements for employees' state that it is an Equal Opportunity or Affirmative Action employer. The RDA must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60,

as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

ii. Excessive Force.

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

b. The RDA has had an opportunity to review and complies with Salt Lake County's policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations.

iii. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the RDA shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that Salt Lake County and the United States are beneficiaries of and entitled to enforce such covenants. The RDA, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

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

B. Affirmative Action.

i. Approved Plan. The RDA agrees that it shall be committed to carrying out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR part 60.

ii. WMBE. The RDA will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in President's Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). As used in this Agreement, the term "minority and Women's business enterprise" means a business of at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. The City may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

iii. Access to Records. The RDA shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by the City and will permit access to its books, records, and accounts by the City, Salt Lake County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. EEO/AA Statement. The RDA will, in all solicitations or advertisements for employees placed by or on behalf of the RDA, state that it is an Equal Opportunity or Affirmative Action employer.

v. "Section 3" Compliance. The following Section 3 Clause applies to all subrecipients of HUD funding as well as all contracts and subcontracts for the construction, reconstruction, conversion, or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction on projects that meet the definition of a Section 3 Project found in 24 CFR § 75.3(a)(2) and assisted with HUD funds in an amount that exceeds the funding thresholds found in that section.

    a. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The Parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the Parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

c. The RDA agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR Part 75. The RDA will not contract with any contractor or subcontractor where the RDA has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 CFR Part 75.

d. The RDA will certify that any vacant employment positions, including training positions, that are filled (1) after the RDA is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the RDA's obligations under 24 CFR Part 75.

e. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

f. The RDA will require all contractors and subcontractors for this Project to report Section 3 compliance information immediately upon request to the City and to maintain records demonstrating such compliance for a period no shorter than the record retention period set in Paragraph 6.K of this Agreement.

g. Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

vi. Subcontract Provisions. The RDA will include the provisions of Paragraphs 7.A, Civil Rights, and 7.B, Affirmative Action, in every

subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. Labor Standards.

i. Davis-Bacon.

a. For all contracts and subcontracts for construction, alteration, or repair in excess of two thousand dollars ($2000.00), the RDA agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including(a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis-Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.

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

ii. Work Hours. The RDA agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The RDA shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

D. Contracting.

i. Assignments and Contracting. The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by the RDA without the prior, written consent of the City. Contracts or purchase orders by the RDA for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of the City but shall be done in accordance with the competitive bidding requirements required by Paragraph 6.R above and any applicable State laws and local government ordinances.

ii. Subcontracts.

a. Approvals. The RDA shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of the City prior to the execution of such agreement.

b. Monitoring. The RDA will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content. The RDA shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process. The RDA shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

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

f. Subcontract Provisions. The RDA will include the provisions of Paragraphs 7(A), Civil Rights, 7(B), Affirmative Action, 7.C.i Davis-Bacon Act, and Section 3 Clause in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

E. Conduct.

i. Citizen Participation. The RDA has had the opportunity to review and follows Salt Lake County's Citizen Participation Plan, which satisfies the requirements for 24 CFR § 91.105.

ii. Community Development Plan. The RDA has had the opportunity to review and follows Salt Lake County's Community Development Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low and moderate-income.

iii. Conflict of Interest. The RDA agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City, or of any designated public agency or subrecipient receiving funds under the CDBG Entitlement program.

iv. Ethical Standards. The RDA represents that it has not: (a) provided an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee, or relative or business entity of a former City officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City ordinances.

v. Public Funds and Public Monies.

    a. Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds, or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds

shall maintain the nature of "public funds" while in RDA's possession.

b. RDA's Obligation: RDA, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to the City. The RDA understands that it, its officers and employees may be criminally liable under Utah Code § 76-8-402 for misuse of public funds or monies. The RDA expressly understands that the City may monitor the expenditure of public funds by the RDA. The RDA expressly understands that the City may withhold funds or require repayment of funds from the RDA for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

vi. Lobbying. The RDA hereby certifies that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and

d. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000.00) and not more than one hundred thousand dollars ($100,000.00) for each such failure.

vii. Copyright. If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

viii. Religious Organization. The RDA agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).

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

8. This Agreement hereby incorporates all provisions of the County Agreement in their entirety as required by Paragraph 22(d)(ii)(c) of the County Agreement.

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

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

or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. The RDA shall comply in all respects with the provisions of Utah Code Section 63G-12-302(3). The RDA's failure to so comply may result in the immediate termination of its contract with the City.

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

MIDVALE CITY

_____
Mayor Stevenson

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

THE REDEVELOPMENT AGENCY OF MIDVALE CITY

_____
Chief Administrative Officer

ATTEST:

_____
Rori L. Andreason, MMC
Secretary

EXHIBIT A – COUNTY AGREEMENT

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

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

Subrecipient Contact Person: Marcus Stevenson / Mayor

2. PROJECT(S) OR ACTIVITIES: The activities or projects to be conducted hereunder are listed in County's "Consolidated Plan" as submitted to HUD for CDBG Program Year 49, and are generally described as follows and referred to hereinafter as the "Project":

PROJECT NUMBER	PROJECT TITLE	PROJECT TOTAL COST ($)
01.11CNTY49	**Midvale City Home Repair Loan Program (HRLP)**	**$ 100,000.00**

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

- **a.** Federal Award Identification No (FAIN): **B-23-UC-49-0001**
- **b.** Federal Award Date: **July 1, 2023**
- **c.** Total Amount of Federal Funds Obligated to Subrecipient by County: **$ 100,000.00**
- **d.** Total Amount of the Federal Award committed to Subrecipient: **$ 100,000.00**
- **e.** Is Award Research and Development: **No**
- **f.** Indirect Cost Rate for Federal Award for County: **N/A**

4. PERIOD OF PERFORMANCE:

Period of performance begins 7/1/2023
Period of performance terminates 6/30/2024
Agreement expires as of 8/31/2024

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

6. DOCUMENTS INCORPORATED INTO THIS GRANT AND ATTACHED:

ATTACHMENT A: General Terms and Conditions

ATTACHMENT B: Project Statement of Work

ATTACHMENT C: Project Budget

ATTACHMENT D: Statistical Report

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

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

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

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

Subrecipient Name:

MIDVALE CITY CORPORATION

By: _____

Title: _____

Date: _____

Attest:

Rori Andreason, City Recorder

SALT LAKE COUNTY

By: _____

Mayor or designee

Date: _____

Division Approval:

By: _____

Director or Designee

Reviewed and Advised as to Form and Legality:

_____

John E. Diaz
Deputy District Attorney
Salt Lake County

ATTACHMENT A:

GENERAL TERMS AND CONDITIONS

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

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

3. **Project Budget**.

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

   B. Subrecipient shall adhere to the requirements of the Budget(s) as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project(s) Budget(s) as such changes become necessary. All changes however, within the Budget(s), shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount

of any of the Budget(s) under this Agreement that would increase or decrease the total amount of funding specified in this Agreement, or result in a change in the scope, location, or beneficiaries of the Project(s), shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of Paragraph 9.

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

5. **Extension Periods**. This Agreement may be extended by written amendment at County's discretion, in increments the total of which do not exceed twenty-four (24) months, on the same terms and conditions and in such amount and budget as shall be attached to said Amendment. No extensions will be granted after expiration or termination of this Agreement.

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

7. **Funding Amount**.

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

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

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

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

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

8. Methods of Disbursement.

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

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

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

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

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

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

9. Amendments.

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

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

10. Consultation and Technical Assistance. County will be available to provide technical assistance upon written request of the Subrecipient or as County deems necessary for improved Program operation. However, it is solely the Subrecipient's obligation to remain in compliance with all aspects of this Agreement.

11. Additional Requirements.

A. Compliance.

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

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

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

B. Independent Contractor. The relationship of County and Subrecipient under this Agreement shall be that of an independent contractor status. Each Party shall have the entire responsibility to discharge all of the obligations of an independent contractor under Federal, States and local laws, including but not limited to, those obligations

relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments, and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners or joint venturers.

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

C. **Licensing**. Subrecipient will obtain all licenses, permits and/or certificates required by Federal, State, and local government statutes, laws, ordinances and/or regulations required by every governmental jurisdiction in which the Project is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and certificates available during normal business hours for inspection by County.

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D. Indemnification. Subrecipient agrees to indemnify, defend and hold harmless County, its officers, agents, and employees from and against any and all actual or threatened losses, damages, injuries, liabilities, and claims, of, to or by third parties, including Subrecipient, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workers and material suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Subrecipient's breach of this Agreement or any negligent or intentional acts or omission of or by Subrecipient's employees, agents, representatives, officers, employees or subcontractors in connection with the performance of this Agreement.

If Subrecipient is a governmental entity under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq., Utah Code Ann. (2021) (hereinafter "the Act"), then, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Act.

E. **Insurance for contracts over fifty thousand dollars ($50,000.00) and all Facility Improvement Projects.** Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

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

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

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

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

—OR—

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

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

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

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

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

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

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

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

(a) Workers' compensation and employer's liability insurance sufficient to cover all Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah Code Title 34A Chapter 2 Part Section 103. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures, and partnerships. In the event any work is subcontracted, Subrecipient shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah Code. (County is not to be an additional insured under Subrecipient's workers' compensation insurance.) https://le.utah.gov/xcode/Title34A/Chapter2/34A-2-S103.html?v=C34A-2-S103_2017050920171231

(b) Commercial general liability insurance, on an occurrence form, naming County as an additional insured, in the minimum amount of one million dollars ($1,000,000.00) per occurrence with a two million dollars ($2,000,000.00) general policy aggregate and two million dollars ($2,000,000.00) products completed operations policy aggregate. The policy shall protect County, Subrecipient, and any subcontractor from claims for damages for personal injury, including accidental death and from claims for property damage that may arise from Subrecipient's operations under this Agreement, whether performed by Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to County whether such coverage be primary, contributing, or excess.

(c) Professional liability insurance with a minimum policy limit of one million dollars ($1,000,000.00) per occurrence. (County is not to be an additional insured for professional liability insurance).

(d) If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of one million dollars ($1,000,000.00) per occurrence.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

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

F. **Bond Requirements**. If the Project(s) involves construction or rehabilitation costing twenty-five thousand ($25,000.00) or more, Subrecipient shall require that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than one hundred percent (100%) of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subrecipient shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

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

H. **Suspension or Termination**. Either party may terminate this Agreement for convenience at any time, as set forth at 2 CFR § 200.339 and § 200.340, by giving thirty (30) days' written notice to the other party of such termination. Partial terminations of the Project(s) set forth in Paragraph 3 may only be undertaken with the prior approval of County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of County, become the property of County and Subrecipient shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination.

County may also suspend or terminate this Agreement, in whole or in part, in accordance with the provisions of 2 CFR § 200.338 - § 200.342, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and County may declare Subrecipient ineligible for any further participation in County's contracts, in addition to other remedies as provided by law.

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

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

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

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

12. Administrative Requirements.

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

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

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

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

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

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

B. **Retention**. Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be the longer of three (3) years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the three (3) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three (3) year period, whichever occurs later.

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

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

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

14. Close-Outs. Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR Section 200.343, are completed. Activities during this

close-out period shall include, but are not limited to, making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to County) and determining the custodianship of records.

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

16. Program Income.

A. All program income, as defined at 24 CFR § 570.500(a), will be returned to County immediately upon being earned. Program income is defined in § 570.500(a) of the Rules and Regulations as gross income received by Subrecipient which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).

B. Any program income in possession of Subrecipient that has not been returned to County when this Agreement expires or is terminated or is received by Subrecipient after this Agreement expires or is terminated, shall be transferred or paid to County in accordance with the provisions of Paragraph 19, entitled Reversion of Assets.

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

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

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

A. **Acquired with CDBG Funds**. All property acquired by Subrecipient in whole or in part with CDBG funds must be used for a period of fifteen (15) years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low- and moderate-income persons; aiding in the prevention or elimination of slums and blight; or meeting community development needs having a particular urgency.

B. Improved with CDBG Funds. All property improved in whole or in part with CDBG funds must be used by Subrecipient to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:

(i) All properties receiving improvement funds between twelve thousand five hundred dollars ($12,500.00) and ninety-nine thousand nine hundred ninety-nine dollars ($99,999.00) must be used for eligible activities for five (5) years;

(ii) All properties receiving improvement funds between one hundred thousand dollars ($100,000.00) and one hundred ninety-nine thousand nine hundred ninety-nine dollars ($199,999.00) must be used for eligible activities for ten (10) years;

(iii) All properties receiving improvement funds of two hundred thousand dollars ($200,000.00) or more must be used for eligible activities for fifteen (15) years;

C. If Subrecipient desires to change the use of real property covered by this policy during the applicable period listed above, it must do the following:

(i) Provide affected citizens with reasonable notice of any proposed change in use and an opportunity to comment; and

(ii) Ensure that the new use meets a CDBG national objective or reimburse County's CDBG Program in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of and improvements to the property.

D. The threshold amounts set forth in Subparagraph B above are cumulative, based on the total CDBG funding provided to Subrecipient in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by County to acquire or improve said real property. However, the use periods

set forth in Subparagraph B do not commence until closeout of the final agreement under which Subrecipient receives such acquisition or improvement funds.

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

21. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of five thousand dollars ($5,000.00) or more per unit (2 CFR § 200.33). Subrecipient shall comply with 2 CFR Part 200, Subpart D, as modified by 24 CFR § 570.502(a)(6) and County policy regarding the use, maintenance, and disposition of equipment. In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D, the more restrictive standards and requirements will apply.

22. **Personnel & Participant Conditions**.

A. **Civil Rights**.

(i) Nondiscrimination and Equal Opportunity.

(a) Subrecipient and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all Federal, State, and County laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

(b) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance.

(c) Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.

(d) Subrecipient will, in all solicitations or advertisements for employees' state that it is an Equal Opportunity or Affirmative Action employer. Subrecipient must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to

Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

(ii) **Excessive Force**.

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

(b) Subrecipient has had an opportunity to review and complies with County's policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations.

(iii) **Land Covenants**. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

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

B. **Affirmative Action.**

(i) **Approved Plan**. Subrecipient agrees that it shall be committed to carrying out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR part 60.

(ii) **WMBE**. Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in President's Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). As used in this Agreement, the term "minority and Women's business enterprise" means a business of at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. County may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

(iii) **Access to Records**. Subrecipient shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by County and will permit access to its books, records, and accounts by County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(iv) **EEO/AA Statement**. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

(v) "**Section 3" Compliance**. The following Section 3 Clause applies to all subrecipients of HUD funding as well as all contracts and subcontracts for the construction, reconstruction, conversion, or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction on projects that meet the definition of a Section 3 Project found in 24 CFR § 75.3(a)(2) and assisted with HUD funds in an amount that exceeds the funding thresholds found in that section.

(a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under

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

(c) The Subrecipient agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR Part 75. The Subrecipient will not contract with any contractor or subcontractor where the Subrecipient has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(d) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

(f) The Subrecipient will require all contractors and subcontractors for this Project to report Section 3 compliance information immediately upon request to County and to maintain records demonstrating such compliance for a period no shorter than the record retention period set in Paragraph 13 of this Agreement.

(g) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

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

C. **Labor Standards**.

(i) **Davis-Bacon**.

(a) For all contracts and subcontracts for construction, alteration, or repair in excess of two thousand dollars ($2000.00), Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including(a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis-Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.

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

(ii) **Work Hours.** Subrecipient agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

D. **Contracting**.

(i) **Assignments and Contracting**. The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by

Subrecipient for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements required by Paragraph 19 above and any applicable State laws and local government ordinances.

(ii) **Subcontracts**.

(a) **Approvals**. Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.

(b) **Monitoring**. Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) **Content**. Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) **Selection Process**. Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to County along with documentation concerning the selection process.

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

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

E. Conduct.

(i) **Citizen Participation**. Subrecipient has had the opportunity to review and follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.

(ii) **Community Development Plan**. Subrecipient has had the opportunity to review and follows County's Community Development Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low and moderate-income.

(iii) **Conflict of Interest**. Subrecipient agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of County, or of any designated public agency or Subrecipient receiving funds under the CDBG Entitlement program.

(iv) **Ethical Standards**. Subrecipient represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics Code ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

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

(vi) **Public Funds and Public Monies**.

(a) Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived,

that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds, or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in Subrecipient's possession.

(b) Subrecipient's Obligation: Subrecipient, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to County. Subrecipient understands that it, its officers and employees may be criminally liable under Utah Code § 76-8-402 for misuse of public funds or monies. Subrecipient expressly understands that County may monitor the expenditure of public funds by Subrecipient. Subrecipient expressly understands that County may withhold funds or require repayment of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

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

(a) No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and

(d) This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000.00) and not more than one hundred thousand dollars ($100,000.00) for each such failure.

(viii) **Copyright**. If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

(ix) **Religious Organization**. Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).

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

23. **Environmental Conditions**.

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

(i) Clean Air Act, 42 U.S.C., § 7401*, et. seq*.

(ii) Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 and all regulations and guidelines issued thereunder.

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

C. **Lead-Based Paint**. Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608 and 24 CFR Part 35. Such

regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children aged six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

D. **Historic Preservation**. Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

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

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

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

who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. Subrecipient shall comply in all respects with the provisions of Utah Code Section 63G-12-302(3). Subrecipient's failure to so comply may result in the immediate termination of its contract with County.

ATTACHMENT B

PROJECT STATEMENT OF WORK
Salt Lake County Contract Number HCD23053CH

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

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

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

Eligibility and Reference: Homeowner Rehabilitation -Section 105(a)(4) §570.202

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

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

CPD Outcome Performance Measurement Information

Objective: Create Suitable Living Environments

Outcome: Affordability

Salt Lake County Outcome Performance Measurement Information

Priority: Affordable Housing

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

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

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

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

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

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

Repayment of the CDBG Investment

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

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

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

Environmental Review

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

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

PROGRAM REQUIREMENTS:

Energy Star Requirements

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

Lead Based Paint requirements.

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

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

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

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

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

GOAL STATEMENTS:

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

Outcome Measurements:

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

Outreach:

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

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

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

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

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

No vehicles will be operated in furtherance of the contract.

REPORTING: This Agreement requires timely progress reports from Subrecipients. Subrecipient will complete 1) a quarterly narrative and demographic report and 2) a quarterly statistical progress report. All reports must be submitted according to the timelines below. Reporting requirements are subject to change.

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

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

Subrecipient agrees to compile and provide to the County all HUD-required Section 3 information regarding the hiring of low-income employees and (sub)contractors. Subrecipient also agrees to require Section 3 compliance and reporting by all construction (sub)contractors hired for this project.

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

ATTACHMENT C

PROJECT BUDGET
Salt Lake County Contract Number HCD23053CH

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

I. Estimated Total Project Cost: $ 250,100.00

II. Budgeted CDBG Expenditures:
- a. Contracted Administrative Costs $25,100.00
- b. Renovation and Rehabilitation
  - i. Low Interest and forgivable loans $74,900.00
    - a. Up to $15,000.00 per Household

TOTAL CDBG EXPENDITURES: $ 100,000.00

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

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

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

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

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

REIMBURSEMENTS: Paragraph 8 "Methods of Disbursement" of Attachment A of this Agreement identifies the method for reimbursement of expenses to Subrecipient. Subrecipient may request disbursement from County of that part of the funding amount stated in Paragraph 7 of Attachment A relating to a particular Project(s), either on the basis of a lump-sum reimbursement of the Project(s) costs upon completion or on the basis of periodic reimbursement payments during the course of a Project(s) as the funds for that Project(s) are expended.

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

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

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

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

CFDA # 14.218

ATTACHMENT D

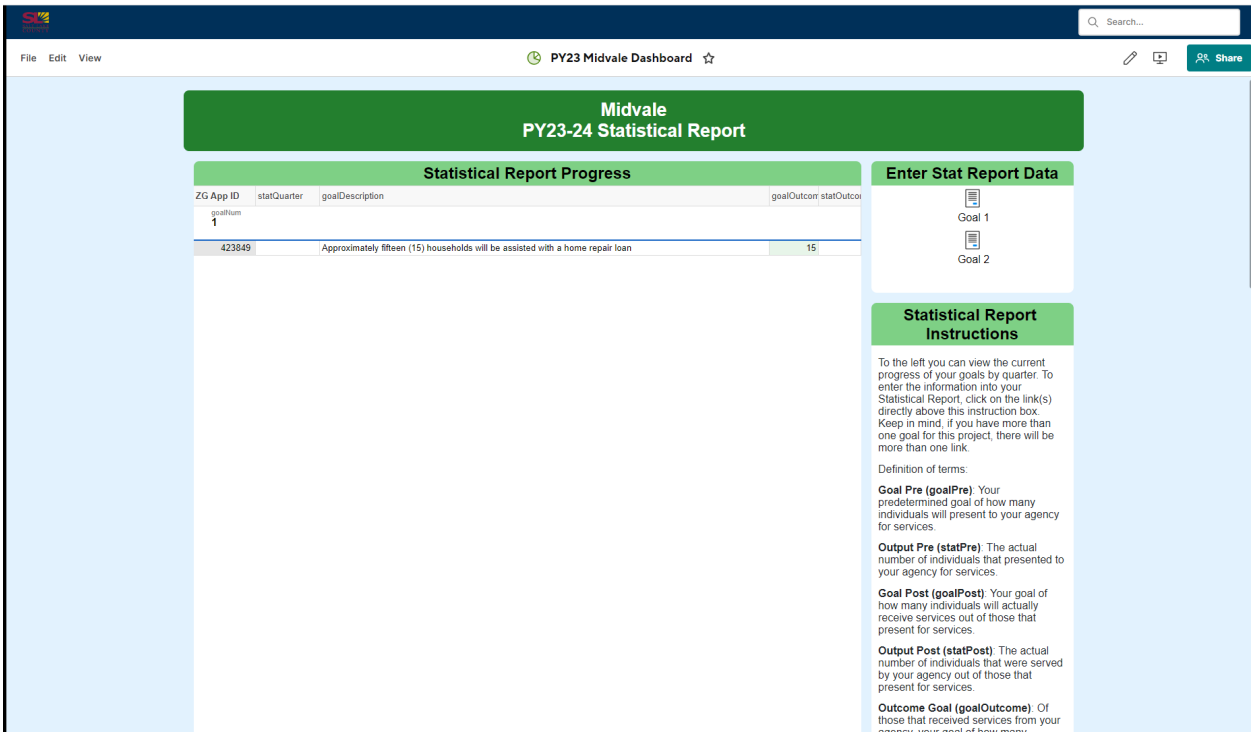
To

Salt Lake County Contract Number HCD23053CH

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

Statistical Report

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



ATTACHMENT E

To

Salt Lake County Contract Number HCD23053CH

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

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

Eligible Repairs:
The following repairs are eligible for HRLP Loan/grants:

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

Home Improvement Grant Process:

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

b. Program Vendor sends Client a welcome email and requests additional information within 48 hours of received application,

2. Application (Day 2-7)
   a. Program Vendor reviews Client's application, income, and ownership documents to determine whether Client qualifies for Program.
   b. After Client's application is reviewed, the Program Vendor's real estate development manager schedules site visit with Client.

3. Site Visit (Day 3-14)
   a. Real estate development manager goes out to Client's property and assesses the scope of work for the Project.
   b. Real estate development manager provides the lending team with Project details and an estimate of the total costs.

4. Submit Bids (Day 3 until bids are complete)
   a. Client sends loan/grant processor three bids for their project and identifies the contractor Client has selected.
   b. Program Vendor requests contractor's license, insurance, and W9 information from Client's chosen contractor.

5. Finalize Grant/Closing (Day 14-30)
   a. Loan/grant processor sends all documents over to the lending manager for review and final approval.
   b. Loan/grant processor schedules closing with title company and Client and puts closing package together.
   c. Client completes closing at the title company office.

6. Construction Work/Final Inspection (Day 30-90)
   a. Contractor completes project.
   b. NeighborWorks pays contractor for work.
   c. Real estate development manager performs a final site inspection and makes sure the project has been completed.

Loan Policy

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

REDEVELOPMENT AGENCY OF MIDVALE CITY

Meeting Date: December 6, 2023

ITEM TYPE: Action Item

SUBJECT: Consider **Resolution No. 2023-20RDA** Consent to Amend the First Amended and Restated Agreement with NeighborWorks Salt Lake to administer both the Home Repair Loan and Down Payment Assistance Programs.

SUBMITTED BY: Meggie Troili, RDA Project Manager

CITIZEN'S AGENDA: The agreement between NeighborWorks Salt Lake and the Redevelopment Agency of Midvale City has been modified to comply with Community Development Block Grant Requirements.

SUMMARY: On September 19, 2023, the Redevelopment Agency of Midvale City passed Resolution No. 2023-11RDA entering into a First Amended and Restated Service Agreement with NeighborWorks Salt Lake (NWSL) to administer both the Down Payment Assistance and Home Repair Loan programs (HRLP). This agreement has been amended to comply with Community Development Block Grant (CBDG) requirements to fund the HRLP program with CDBG funds up to $100,000 through Salt Lake County.

Updates through the amendment now include the incorporation of all provisions of the CDBG agreement which include but are not limited to; documentation and record-keeping, licensing requirements, grantor recognition, administration standards, financial management, cost principles, audits and inspections, progress reports, procurement, environmental conditions, personnel and participant conditions, and subcontractor management.

FISCAL IMPACT: $0

STAFF RECOMMENDATION: RDA staff recommend suspending the rules and passing **Resolution No. 2023-20RDA** Consent to Amend the First Amended and Restated Agreement with NeighborWorks Salt Lake to administer both the Home Repair Loan and Down Payment Assistance Programs.

Recommended Motion: "I move that we suspend the rules and pass **Resolution No. 2023-20RDA** Consent to Amend the First Amended and Restated Agreement with

NeighborWorks Salt Lake to administer both the Home Repair Loan and Down Payment Assistance Programs."

Attachments:
Resolution No. 2023-20RDA
Amendment to the Agreement Between NWSL & RDA

REDEVELOPMENT AGENCY OF MIDVALE CITY, UTAH
RESOLUTION NO. 2023-20RDA

A RESOLUTION PROVIDING CONSENT TO AMEND THE FIRST AMENDED AND RESTATED AGREEMENT WITH NEIGHBORWORKS SALT LAKE TO ADMINISTER BOTH THE HOME REPAIR LOAN AND DOWN PAYMENT ASSISTANCE PROGRAMS.

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

WHEREAS, on September 19, 2023, the Redevelopment Agency of Midvale City passed Resolution No. 2023-11RDA entering the First Amended and Restated Moderate Income Housing Program Administration Service Agreement with NeighborWorks Salt Lake to administer both the Down Payment Assistance (DPA) and Home Repair Loan (HRLP) programs; and

WHEREAS, this agreement has been amended to comply with Community Development Block Grant (CBDG) requirements to fund the HRLP with CDBG funds up to $100,000 through Salt Lake County; and

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Redevelopment Agency of Midvale City approves authorizing the Chief Executive Officer to sign the Amendment to the First Amended and Restated Moderate Income Housing Program Administration Service Agreement between the Redevelopment Agency of Midvale City and NeighborWorks Salt Lake which is attached to this Resolution as Exhibit A.

PASSED AND APPROVED this 6th day of December 2023.

By: _____
Marcus Stevenson, Chief Administrative Officer

ATTEST:

_____
Rori L. Andreason, MMC
Secretary

Voting by the RDA Board	"Aye"	"Nay"
Dustin Gettel	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____

When recorded, return to:

Midvale City
7505 S. Holden Street
Midvale City, UT 84047
Attn: Midvale City Recorder

AMENDMENT TO THE FIRST AMENDED AND RESTATED MODERATE INCOME HOUSING PROGRAM ADMINISTRATION SERVICE AGREEMENT
Midvale City, Utah

This Amendment to the First Amended and Restated Service Agreement to Administer Revised Housing Programs (this "Amendment") is entered into as of this ___ day of _____, 2023 by and between the Redevelopment Agency of Midvale City ("RDA"), a public body, and Salt Lake Neighborhood Services DBA NeighborWorks Salt Lake ("Contractor"), a Corporation.

Background

The Parties executed the First Amended and Restated Service Agreement to Administer Revised Housing Programs on September 19, 2023 "Restated Service Agreement") attached as Exhibit A.

The RDA has received Community Development Block Grant ("CDBG") funding for the RDA's Home Repair Loan Program ("Project" or "Program") and is subject to an agreement between Salt Lake County and Midvale City signed on December 6, 2023 ("County Agreement"), attached as Exhibit B.

In the Restated Service Agreement, the Parties agreed that the "final programs must be compliant with all federal and state requirement including, but not limited to, CDBG requirements."

The Restated Service Agreement also states that Contractor will launch and administer the programs and will "assist the RDA in compiling and submitting any compliance reports required by law," file "any necessary reports with regulatory agencies," and take "any other steps reasonably necessary to operate the programs and accomplish their state goals."

The County Agreement requires that all the RDA's subcontractors doing CDBG work be subject to the requirements of the agreement and a list of applicable CDBG and other federal requirements.

The Parties wish to amend their Restated Service Agreement to include the provisions required by Salt Lake County.

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

1. Amendment. This Amendment amends the Restated Service Agreement and remains in force for the duration of the Restated Service Agreement and any successor agreements.

2. Incorporation of County Agreement. This Amendment hereby incorporates all provisions of the County Agreement in their entirety as required by Paragraph 22(d)(ii)(c) of the County Agreement. This Amendment is subject to any future amendments to the County Agreement.

3. Inclusion of CDBG Money in the Program. The RDA shall provide additional funding for the Program managed by Contractor in the amount of $100,000.00 to be used during the term of the County Agreement.

4. Documentation for Reimbursement. Contractor agrees to provide the RDA with whatever documentation is necessary for the RDA to obtain reimbursement from Salt Lake County pursuant to Paragraph 8 of the County Agreement.

5. Special Conditions. Contractor's performance under the Restated Service Agreement will be subject to the following special conditions related to CDBG funds:

    A. Compliance. Contractor agrees to comply with the requirements of the CDBG Program regulations found at 24 CFR part 570 and all incorporated and related Federal regulations, statutes, policies, and directives, as applicable. Contractor also agrees to comply with all other applicable Federal, State, and local laws, regulations, policies, and Salt Lake County program directives governing the funds and services provided under the Restated Service Agreement including but not limited to 2 CFR part 200.

    B. Licensing. Contractor will obtain all licenses, permits and/or certificates required by Federal, State, and local government statutes, laws, ordinances and/or regulations required by every governmental jurisdiction in which the Project is provided for the duration of the Restated Service Agreement. Contractor shall have said licenses, permits, and certificates available during normal business hours for inspection by the City.

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

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

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than twenty-five percent (25%).

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

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

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

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

H. Cost Principles. Contractor, as specified in 24 CFR § 570.502(a), shall administer the Program in conformance with 2 CFR part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

I. Documentation and Record-Keeping.

i. Records to Be Maintained. Contractor shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be funded under the Restated Service Agreement.

ii. Retention. Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be the longer of three (3) years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by Salt Lake County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under the Restated Service Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the three (3) year period, then such

records must be retained until completion of the actions and resolution of all issues, or the expiration of the three (3) year period, whichever occurs later.

iii. Client Data. Contractor 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 the RDA monitors or their designees for review upon request.

iv. Disclosures. Contractor understands that client information collected under the Restated Service Agreement is private and the use or disclosure of such information, when not directly connected with the administration of Salt Lake County's, the Midvale City's, the RDA's, or Contractor's responsibilities with respect to services provided under the Restated Service Agreement, is prohibited without a lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

v. Property Records. Contractor shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Contractor will adhere to 2 CFR Section 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond fifteen (15) years, the reporting periods are multiyear reporting periods.

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

K. Audits & Inspections. All Contractor records with respect to any matters covered by the Restated Service Agreement shall be made available to the RDA, grantor agency, their designees, or the Federal government, at any time during normal business hours, as often as the RDA 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 Contractor within a time period as agreed upon by the RDA and Contractor after receipt by Contractor. Failure of Contractor to comply with the above audit requirements will constitute a violation of this Amendment and may result in the withholding of future payments or refunding of payments to the RDA. Contractor hereby agrees to have an annual agency audit conducted in accordance with current Salt Lake County policy concerning subrecipient audits and, as applicable, 2 CFR part 200, Subpart F.

L. Program Income.

i. All program income, as defined at 24 CFR § 570.500(a), will be returned to the RDA immediately upon being earned. Program income is defined in § 570.500(a) of the Rules and Regulations as gross income received by Contractor which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).

ii. Any program income in possession of Contractor that has not been returned to the RDA when the Restated Service Agreement expires or is terminated or is received by Contractor after the Restated Service Agreement expires or is terminated, shall be transferred or paid to the RDA in accordance with the provisions of Paragraph 5.O, entitled Reversion of Assets.

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

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

i. Reversion of Assets. As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of the Restated Service Agreement, Contractor shall release to the City any unexpended CDBG funds provided under the Restated Service Agreement, all Program income in its possession which it has not returned to the RDA and any accounts receivable attributable to the use of CDBG funds provided under the Restated Service Agreement. Contractor shall not acquire real property under its performance of the Restated Service Agreement.

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

P. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of five thousand dollars

($5,000.00) or more per unit (2 CFR § 200.33). Contractor shall comply with 2 CFR Part 200, Subpart D, as modified by 24 CFR § 570.502(a)(6) and Salt Lake County policy regarding the use, maintenance, and disposition of equipment. In the event the policies of Contractor are more restrictive than those in 2 CFR Part 200, Subpart D, the more restrictive standards and requirements will apply.

Q. Environmental Conditions.

i. Air and Water. Contractor agrees to comply with the following requirements insofar as they apply to the performance of the Restated Service Agreement:

a. Clean Air Act, 42 U.S.C., § 7401, et. seq.

b. Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 and all regulations and guidelines issued thereunder.

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

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

iv. Historic Preservation. Contractor 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 the Restated Service Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

6. Personnel & Participant Conditions.

A. Civil Rights.

i. Nondiscrimination and Equal Opportunity.

a. Contractor and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all Federal, State, and County laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

b. Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance.

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

d. Contractor will, in all solicitations or advertisements for employees' state that it is an Equal Opportunity or Affirmative Action employer. Contractor must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

ii. Excessive Force.

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

b. Contractor has had an opportunity to review and complies with Salt Lake County's policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations.

iii. Land Covenants. The Restated Service 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 the Restated Service Agreement, Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that Salt Lake County and the United States are beneficiaries of and entitled to enforce such covenants. Contractor, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

iv. Section 504. Contractor agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 706), which prohibits discrimination against the disabled in any federally assisted program. Salt Lake County may provide Contractor 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. Contractor agrees that it shall be committed to carrying out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR part 60.

ii. WMBE. Contractor will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of the Restated Service Agreement in keeping with the principles as provided in President's Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). As used in this Agreement, the term "minority and Women's business enterprise" means a business of at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. The RDA may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

iii. Access to Records. Contractor shall furnish and cause each of its own subcontractors to furnish all information and reports required by the RDA and will permit access to its books, records, and accounts by the RDA, Midvale City, Salt Lake County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. EEO/AA Statement. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

v. "Section 3" Compliance. The following Section 3 Clause applies to all subrecipients of HUD funding as well as all contracts and subcontracts for the construction, reconstruction, conversion, or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction on projects that meet the definition of a Section 3 Project found in 24 CFR § 75.3(a)(2) and assisted with HUD funds in an amount that exceeds the funding thresholds found in that section.

a. The work to be performed under the Restated Service Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The Parties to this Amendment agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Amendment, the Parties to this Amendment certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

c. Contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR Part 75. Contractor will not contract with any contractor or subcontractor where Contractor has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 CFR Part 75.

d. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the Amendment is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be

directed, were not filled to circumvent the RDA's obligations under 24 CFR Part 75.

e. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of the Restated Service Agreement for default, and debarment or suspension from future HUD-assisted contracts.

f. Contractor will require all contractors and subcontractors for this Project to report Section 3 compliance information immediately upon request to the RDA and to maintain records demonstrating such compliance for a period no shorter than the record retention period set in Paragraph 5.I of this Agreement.

g. Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

vi. Subcontract Provisions. Contractor will include the provisions of Paragraphs 6.A, Civil Rights, and 6.B, Affirmative Action, in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

C. Labor Standards.

i. Davis-Bacon.

a. For all contracts and subcontracts for construction, alteration, or repair in excess of two thousand dollars ($2000.00), Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including(a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis-Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.

b. Contractor agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under the Restated Service 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 Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ii. Work Hours. Contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the RDA for review upon request.

D. Contracting.

i. Assignments and Contracting. The responsibility for the performance of the Restated Service Agreement shall not be assigned, transferred, or contracted out by Contractor without the prior, written consent of the RDA. Contracts or purchase orders by Contractor for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of the RDA but shall be done in accordance with the competitive bidding requirements required by Paragraph 5.O above and any applicable State laws and local government ordinances.

ii. Subcontracts.

a. Approvals. Contractor shall not enter into any subcontracts with any agency or individual in the performance of the Restated Service Agreement without the consent of the RDA prior to the execution of such agreement.

b. Monitoring. Contractor 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. Contractor shall cause all of the provisions of this Amendment in its entirety to be included in and made a part of any subcontract executed in the performance of the Restated Service Agreement.

d. Selection Process. Contractor shall undertake to ensure that all subcontracts let in the performance of the Restated Service Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the RDA along with documentation concerning the selection process.

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

f. Subcontract Provisions. Contractor will include the provisions of Paragraphs 6.A, Civil Rights, 6.B, Affirmative Action, 6.C.i Davis-Bacon Act, and Section 3 Clause in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

E. Conduct.

i. Conflict of Interest. Contractor agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the Restated Service Agreement. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the RDA, or of any designated public agency or subrecipient receiving funds under the CDBG Entitlement program.

ii. Ethical Standards. Contractor represents that it has not: (a) provided an illegal gift or payoff to any RDA officer or employee, or former RDA officer or employee, or to any relative or business entity of a RDA officer or employee, or relative or business entity of a former RDA officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any RDA officer or employee or former RDA officer or employee to breach any of the ethical standards set forth in State statute or Midvale City ordinances.

iii. Lobbying. Contractor hereby certifies that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making

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

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and

d. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000.00) and not more than one hundred thousand dollars ($100,000.00) for each such failure.

iv. Copyright. If the Restated Service Agreement results in any copyrightable material or inventions, the RDA and/or grantor agency reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

v. Religious Organization. Contractor agrees that funds provided under the Restated Service Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).

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

7. Survival of Provisions. The Parties to this Amendment specifically agree that all the paragraphs, terms, conditions, and other provisions of this Amendment 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 Amendment and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

IN WITNESS WHEREOF, this Amendment to the First Amended and Restated Service Agreement to Administer Revised Housing Programs has been executed by the Redevelopment Agency of Midvale City and by a duly authorized representative of Salt Lake Neighborhood Services DBA NeighborWorks Salt Lake as of the above stated date.

THE REDEVELOPMENT AGENCY OF MIDVALE CITY

By: _____
Marcus M. Stevenson , Chief Administrative Officer

ATTEST:

_____
Rori L. Andreason, MMC
Secretary

APPROVED AS TO FORM:

_____

NeighborWorks Salt Lake

By: _____
Maria Garciaz, Chief Executive Director

EXHIBIT A

First Amended and Restated Service Agreement to Administer Revised Housing Programs

[attachment follows]

First Amended and Restated Moderate Income Housing Program Administration Services Agreement

This first amended and restated Agreement to provide administrative services for the Moderate Income Housing Program of the Redevelopment Agency of Midvale City is executed on September 19, 2023, by the Redevelopment Agency of Midvale City ("RDA"), a public body, and Salt Lake Neighborhood Housing Services DBA NeighborWorks Salt Lake, a Corporation ("Contractor").

Background

The RDA operates a Moderate Income Housing Program, which provides a Down Payment Assistance (DPA) Program and a Home Repair Loan/Grant Program (HRLP).

The RDA seeks to contract with an organization that has experience working with low to moderate income households seeking financial assistance to either purchase their first home or repair their home and that has experience with Community Development Block Grants (CBDG) funds.

On 4/27/2023, the RDA issued Request for Proposal # MID23-121 for qualified bidders to provide the RDA with administrative services for the DPA and HRLP programs.

Contractor represented to the RDA that it is qualified to provide the RDA with administrative services for the DPA and HRLP programs ("the Programs") and submitted a proposal to provide such services.

In accordance with Midvale Municipal Code 3.02.130, the RDA determined that Contractor was the responsive responsible bidder.

On August 8, 2023, the RDA Board adopted Resolution No. 2023-10RDA and approved the Moderate Income Housing Program Administration Services Agreement with Salt Lake Neighborhood Housing Services.

After the execution of the agreement, the Parties needed to adjust several terms for Salt Lake Neighborhood Housing Services due to their costs.

The RDA and Salt Lake Neighborhood Housing Services desire to adopt an amended and restated agreement so that Salt Lake Neighborhood Housing Services may continue to administer the RDA's Moderate Income Housing Program.

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

First Amended and Restated Moderate Income Housing Program Administration Services Agreement

This first amended and restated Agreement to provide administrative services for the Moderate Income Housing Program of the Redevelopment Agency of Midvale City is executed on September 19, 2023, by the Redevelopment Agency of Midvale City ("RDA"), a public body, and Salt Lake Neighborhood Housing Services DBA NeighborWorks Salt Lake, a Corporation ("Contractor").

Background

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In accordance with Midvale Municipal Code 3.02.130, the RDA determined that Contractor was the responsive responsible bidder.

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The RDA and Salt Lake Neighborhood Housing Services desire to adopt an amended and restated agreement so that Salt Lake Neighborhood Housing Services may continue to administer the RDA's Moderate Income Housing Program.

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

Agreement

1. **Scope of Services.** The Contractor agrees to provide the following services for the RDA's Moderate Income Housing Program in accordance with the following requirements ("Services"):

A. **Refine and Design RDA DPA Program and HRLP**

The RDA has drafted documents outlining and describing the scope and goals of the DPA Program and HRLP (attached as **Exhibits A** and **B**, respectively). The selected Contractor, using their experience and expertise, will develop loan programs that are effective, efficient, and in harmony with the RDA's stated goals in accordance with the bid documents submitted by Contractor (attached as **Exhibit C**). The final programs must be compliant with all federal and state requirements including, but not limited to, CDBG requirements. The final programs will include details regarding the execution of the tasks listed below under subsection 1.B. The program documents must have adequate detail that the RDA or another future vendor could take over the program at any time and continue to administer the programs.

The final programs and program documents must be completed and approved by the RDA Board no later than September 19, 2023.

B. **Administration of RDA's DPA Program and HRLP**

Once the DPA Program and HRLP are finalized and approved by the RDA, the selected Contractor will launch and administer both programs as described in the bid documents submitted by Contractor (Exhibit C). It is anticipated that the selected Contractor will be responsible for the following tasks and any other tasks identified in the program documents during the term of the Agreement:

I. Reviewing loan applications.
II. Approving or denying loan applications.
III. Closing approved loans with applicants in a timely manner.
IV. Coordinating property inspections.
V. Reviewing contractor bids.
VI. Overseeing deeds of trusts.
VII. Providing outreach and promoting the programs, including translated materials and resources for Spanish speaking communities in Midvale.
VIII. Work with Midvale City Communications Department to promote the programs.
IX. Reporting at least quarterly to the RDA on program performance.
X. Monitoring loans throughout their lifetime.
XI. Enforcing loan violations.
XII. Providing homeownership education and other support to Midvale residents.

XIII. Assisting the RDA in compiling and submitting any compliance reports required by law or as a condition of funding.
XIV. Filing any necessary reports with regulatory agencies.
XV. Keeping and maintaining records related to applications, loans, and transactions such that they can be delivered to the RDA electronically when the programs or the contract has ended.
XVI. Providing the RDA with audited financial statements pertaining to the Programs and with Contractor's annual financial reports.
XVII. Taking any other steps reasonably necessary to operate the Programs and accomplish their stated goals.

The RDA anticipates providing $250,000 in loans per year for the DPA Program and $150,000in loans/grants per year for the HRLP. After the programs launch, the RDA will be seeking federal funding and grants to continue to resupply or potentially increase the programs' funding. As of the execution date of this contract, the Salt Lake County has tentatively awarded the RDA an additional $75,000 in CDBG funds for HRLP loans/grants.

Contractor must begin administering the DPA Program and the HRLP no later than October 2, 2023.

2. Term.

A. Termination Date. The Agreement will take effect on the date listed at the beginning of the Agreement. Unless otherwise terminated, the Agreement will terminate on September 19, 2025.

B. Renewal. This Agreement may be renewed at the option of the RDA for a period of up to 10 years. The RDA may only exercise its option to renew this Agreement if the Contractor has acquired cyber liability insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate. This coverage must be maintained for at least five years after the termination of this Agreement and is subject to all of the requirements of Subsections 13(B)-(F) of this Agreement. The annual administration fee under Section 3 may be amended to adjust to the RDA's portion of the cyber liability insurance premiums for the 10-year renewal period. Such amendment must be made by the written consent of both Parties.

3. Compensation. The RDA agrees to pay the Contractor the following for performed Services:

Item	Cost	Unit
DPA and HRLP Program Administration and Refinement	$12,500.00	Annually
Loan Servicing Fee (60 Months)	$810.00	Per Loan
Loan Set up Fee	$45.00	Per Loan
Loan Tax Service Fee	$77.00	Per Loan

Loan Processing Fee	$763.00	Per Loan
Grant Processing Fee	$500.00	Per Grant

4. Payment.

A. **Invoices.** After finishing design of the DPA and HRLP programs and acceptance by the RDA, Contractor must submit an invoice for the contracted amount for that service. Thereafter, Contractor must submit an invoice for each loan/grant processed. Invoices must include an invoice number, the date the service was provided, the names of personnel providing the service, the type of service performed, and the total extended dollar amount.

B. **Payment.**
The RDA will issue payments to Contractor, for any undisputed charges, within 30 days after receipt of invoices. The Parties will resolve any disputed charges in accordance with Section 10 of this Agreement.

5. Non-appropriation of Funds or Changes in Law. Upon 30 days written notice delivered to the Contractor, this Agreement may be terminated in whole or in part at the sole discretion of the RDA, if the RDA reasonably determines that:

A. a change in federal, state, or City law materially affects the ability of either Party to perform under this Agreement;
B. a change in available funds affects the RDA's ability to pay under this Agreement; or
C. the RDA fails to fully fund the Services.

If the Agreement is terminated under this Section, the RDA will reimburse Contractor for the Services approved and properly performed until the effective date of said notice. The RDA is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

6. Standard of Care. The Contractor represents and warrants that the Services provided by the Contractor under this Agreement are provided in a manner consistent with the level of care and skill ordinarily exercised by or under the direction of members of Contractor's profession currently practicing in the Parties' locality and under similar conditions. Contractor further represents and warrants that all Services performed pursuant to this Agreement shall be in accordance with all applicable laws, regulations, and requirements, including generally accepted accounting principles.

7. Indemnification.

A. **Contractor.** Contractor agrees to indemnify, defend, and hold harmless the RDA and its officials, officers, board members, employees, volunteers, and agents from and against all damages, liabilities, and claims (including legal and attorneys' fees and costs) arising from Contractor's negligent performance under or breach of this Agreement. Contractor also agrees to indemnify, defend, and hold harmless the RDA and its officials, officers, board members, employees, volunteers, and agents from and against all damages, liabilities, and claims (including legal and attorneys' fees and costs) arising from Contractor's collection, storage, and protection of private information under this Agreement including, but not limited to, any data breaches and intentional or unintentional releases of private information.

B. **The RDA.** The RDA agrees to indemnify, defend, and hold harmless the Contractor and its officers, employees, and agents from and against all damages, liabilities, and claims (including legal and attorneys' fees and costs) arising from the RDA's negligent performance under or breach of this Agreement.

C. **Survival.** The provisions of this Section will survive the termination of this Agreement.

8. Default. In the event of a default under this Agreement, the non-defaulting Party may:

A. Suspend the Contractor's performance under this Agreement until the default is corrected;
B. Withhold payment until the default is corrected;
C. Charge 1.5% interest monthly, compounded monthly, on any unpaid amount until the amount is paid in full; and
D. Terminate this Agreement in accordance with Section 9.

The list of remedies under this Section is not exhaustive or exclusive. Either Party may pursue any other right or remedy available to it, either in law or equity, on account of the other Party's default. Either Party may use any combination of remedies available.

9. Termination.

A. **Default.** This Agreement may be terminated for cause by the non-defaulting Party by providing written notice to the defaulting Party. The Party in default of this Agreement will be given ten days after written notification to cure the default. If the default has not been cured, the non-defaulting Party may terminate the Agreement immediately and may avail itself of the remedies in this Section.

B. **Convenience.** This Agreement may be terminated for convenience by either Party by providing 30 days' written notice to the other Party.

C. **Compensation.** Upon termination of this Agreement, all accounts and payments will be processed according to Sections 3 and 4 for approved and properly performed Services completed prior to the effective date of the written notice.

Contractor agrees that in the event of termination for cause or convenience, Contractor's sole remedy and monetary recovery from the RDA is limited to full payment for all services approved and properly performed and completed prior to the effective date of the written notice.

10. **Dispute Resolution.** Any dispute arising under or relating to this Agreement will be resolved in the following order:
    A. Good faith negotiations between the Parties;
    B. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
    C. Litigation.

If a Party incurs any legal or attorneys' fees or costs in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such fees and costs.

11. **Laws and Regulations.** At all times during this Agreement, the Contractor and all Services performed under this Agreement must comply with all applicable federal, state, and City constitutions, laws, rules, codes, orders, and regulations, including, but not limited to, applicable licensure and certification requirements. Failure to comply with this section is a material breach of this Agreement.

    A. **Discrimination.** This includes not discriminating against any individual in an employment decision because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity.

    B. **Lending.** This also includes all regulations related to the handling of CDBG funds as well as other regulations applicable to the Programs, such as the Truth In Lending Act and the Real Estate Settlement Procedures Act.

    C. **Protection and Confidentiality of Private Information.** Contractor is required to take all commercially reasonable steps to protect information collected under the Programs. Contractor shall comply with all state and federal laws, rules, and regulations governing the confidentiality of private information, including private financial information, collected during the administration of the Programs.

The provisions of this Section survive termination of this Agreement.

12. **Relationship of Parties.** The Contractor is an independent contractor of the RDA. No other legal relationship has been formed by this Agreement, and in no manner is the Contractor an employee or agent of the RDA. The Contractor is not entitled to any of the benefits associated with such employment. The Contractor is responsible for all applicable federal, state, and local taxes and all FICA contributions. The Parties have no authorization, express or implied, to bind the other Party. The Parties agree not to perform any such acts as an agent for the other Party.

13. **Insurance.** Contractor must at all times during the term of this Agreement, without interruption, carry and maintain insurance from an insurance company authorized to do business in the State of Utah in accordance with this Section.

A. **Coverage Amounts.**

I. **Commercial General Liability Insurance.** The Contractor must have a Commercial General Liability Insurance policy that includes products and completed operations, bodily injury, property damage, and personal and advertising injury and must be in the amount of at least $1,000,000 per occurrence and $3,000,000 aggregate.

II. **Automobile Liability Insurance.** The Contractor must have Automobile Liability Insurance in the amount of at least $1,000,000 per occurrence and $3,000,000 aggregate.

III. **Professional Liability/Errors and Omissions.** The contractor must have a Professional Liability/Errors and Omissions Insurance policy in the amount of at least $1,000,000 per occurrence and $3,000,000 aggregate.

IV. **Commercial Crime Insurance:** The Contractor must have Commercial Crime Insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate.

V. **Workers Compensation.** The Contractor must have Workers Compensation Insurance (Part A) that meets Utah's statutory requirements. The Contractor must have Employers Liability Insurance (Part B) in the amount of at least $1,000,000 for each accident, disease, and employee. No owner or officer may be excluded from coverage.

B. **Certificate of Insurance.** The Contractor must provide a Certificate of Insurance that meets the requirements of this Section to the RDA five days after a request by the RDA. If no request has been made by the RDA, the Contractor must provide a Certificate of Insurance that meets the requirements of this Section to the RDA no later than 30 days after the execution of this Agreement. Failure to provide proof of insurance will be deemed a material breach of this Agreement.

C. **Cancellation/Expiration.** The Contractor may not cancel or allow an insurance policy to expire unless written notice has been given the RDA at least 30 days prior to the cancellation or expiration and provisions are taken to replace the policy prior to its cancellation or expiration.

D. **Additional Insured.** The Contractor must add the RDA as an additional insured to all of its insurance policies under this Agreement except for its Workers Compensation policies.

E. **Primary, Noncontributory.** Insurance under this Section is required to be primary, noncontributory, and not in excess of any insurance or self-insurance policies available to or maintained by the RDA.

F. **Material Breach.** The Contractor's failure to maintain this insurance in accordance with this Section for the term of this Agreement is a material breach of this Agreement, for which the RDA may immediately terminate this Agreement.

14. Status Verification. Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 to 402, as amended, any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. The Contractor will provide the RDA a certification of its compliance with this requirement prior to performing any of the Services under this Agreement.

15. Government Records Access and Management Act. The RDA is a governmental entity that is subject to Utah's Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to -901, as amended. Any documents produced or collected under this Agreement may be subject to public access. If the Contractor believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), the Contractor must clearly mark such documents as "Proprietary" or "Confidential" and provide a written claim of business confidentiality to the RDA that complies with Utah Code Ann. § 63G-2-309(1). The Contractor agrees to cooperate with and to supply any requested records to the RDA with any public records request. This obligation will survive any suspension or termination of this Agreement.

16. Time. For all Services, time is of the essence. The Contractor is liable for all reasonable damages to the RDA as a result of Contractor's failure to timely perform the Services required under this Agreement.

17. Force Majeure. Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, pandemics, or war which is beyond that Party's reasonable control. Either Party may terminate this Agreement by written notice to the other Party after determining such delay will prevent successful performance of this Agreement.

18. Conflicts of Interest.

A. **Officer or Employee.** The Contractor represents that none of its officers or employees are elected officials, officers, board members, employees, volunteers, or agents of the RDA, Midvale City, or their respective affiliates, unless it has made such disclosure to the RDA prior to execution of this Agreement. The

Contractor represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, officer, employee, volunteer, or agent of the RDA, Midvale City, or their respective affiliates who influences the RDA's procurement process. This includes, but is not limited to, anyone involved in the RDA's drafting of procurement and project documents or the RDA's selection of a bidder.

B. **Gift.** The Contractor represents and warrants that it has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, officer, board member, employee, volunteer, or agent of the RDA, Midvale City, or their respective affiliates who influences the RDA's procurement process. This includes, but is not limited to, anyone involved in the RDA's drafting of procurement and project documents or the RDA's selection of a bidder.

19. **Notice.** Any notice required under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

The RDA
Midvale City Redevelopment Agency
Attn: RDA Director
7505 S. Holden Street
Midvale, UT 84047

This a copy to:
Midvale City
Attn: Contract Analyst
7505 S. Holden Street
Midvale, UT 84047

Contractor
Salt Lake Neighborhood Housing Services
DBA NeighborWorks Salt Lake
Attn: Maria Garciaz
4843 South Popular Street
Murray, UT 84107
801-539-1590
grants@nwsaltlake.org

The Parties have the right, from time to time, to change their respective notice addresses under this Section by providing written notice to the other Party.

20. **Assignment and Delegation.** A Party may not assign or delegate any part of this Agreement without the other Party's prior written consent. Unless otherwise noted in the Agreement, a Party may not unreasonably withhold its consent.

21. **Subcontractors.** Performance of Services under this Agreement may not be subcontracted to another entity without the RDA's prior written consent. The RDA may withhold its consent at its sole discretion. If a subcontractor is permitted to perform Services under this Agreement, the Contractor is responsible for the subcontractor's performance of the Services. The subcontractor is subject to all of the terms of this Agreement that apply to the Contractor except for invoices and payments. The RDA will only accept invoices from the Contractor and will only make payments to the Contractor for Services.

22. **Not Exclusive.** The Contractor understands that this Agreement is not exclusive. The RDA may perform or contract with other individuals or entities to provide the same or similar services. This Agreement does not guarantee any amount of work.

23. **Performance Evaluation.** The RDA may conduct a performance evaluation of Contractor's Services. Results of any evaluation may be made available to the Contractor upon Contractor's request.

24. **Publicity.** The Contractor must submit all advertising and publicity matters relating to this Agreement to the RDA for written approval. It is the RDA's sole discretion whether to provide approval.

25. **Document Retention.** The Contractor must retain all working papers, reports, and all necessary records to properly account for Contractor's performance and the payments made by the RDA to Contractor under this Agreement. These records must be retained by Contractor for at least five years. The RDA may extend the retention period by written notice. Contractor agrees to make all documents related to this Agreement available to the RDA or third parties upon the RDA's request. Upon termination of this Agreement, Contractor shall deliver all such records to the RDA in commonly accessible electronic format.

26. **Ownership of Intellectual Property.** The RDA and the Contractor each recognize that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the Contractor prior to the execution of this Agreement, but specifically created or manufactured under this Agreement are considered work made for hire, and the Contractor must transfer any ownership claim to the RDA.

27. **Amendments/Modifications.** This Agreement may only be modified by the mutual written agreement of the Parties. Any such amendment will be attached to this Agreement.

28. **Waiver.** Failure by either Party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under the Agreement does not constitute a waiver. Either Party may waive any of its rights or any conditions by written notice to the other Party. No waiver may affect or alter the remainder of this Agreement. Every other condition in the Agreement will remain in full force with respect to any existing or subsequently occurring default.

29. **Severability.** In the event that any provision of the Agreement is held to be void, the voided provision will be considered severable from the remainder of the Agreement and will not affect any other provision in the Agreement. If the provision is invalid due to its

scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.

30. **Governing Law and Venue.** This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement must be brought in a court of competent jurisdiction in Salt Lake County, Utah.

31. **Survival.** Termination of this Agreement does not extinguish or prejudice the RDA's right to enforce this Agreement with respect to any default or defect in the Services that has not been cured or for any term that explicitly survives the termination of this Agreement.

32. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

33. **No Third-Party Rights or Beneficiaries.** This Agreement does not create any third-party beneficiary rights. RDA and Contractor and their respective successors and permitted assigns are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

34. **No Boycott.** Pursuant to Utah Code § 63G-27-201, Contractor certifies that Contractor is not currently engaged in a boycott of the State of Israel or a boycotted company, and Contractor agrees not to engage in a boycott of the State of Israel or a boycotted company for the duration of the contract.

35. **Previous Agreement.** This amended and restated Agreement supersedes and replaces the previous agreement between the Parties regarding the administration of the RDA's Moderate Income Housing Program adopted by the RDA Board by Resolution No. 2023-10RDA on August 8, 2023. This amendment is in compliance with Section 27 of the previous agreement. This amended and restated Agreement, as expressed in Section 32, represents the entire agreement between the Parties.

Signature Page to Follow

The Redevelopment Agency of Midvale City and Contractor have read and understand the terms of this Moderate Income Housing Program Administration Services Agreement. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their Authorized representatives sign below.



THE REDEVELOPMENT AGENCY OF MIDVALE CITY

Marcus Stevenson, Chief Administrative Officer

ATTEST:

Rori L. Andreasen, Secretary
Deputy Recorder

CONTRACTOR

Maria Garciaz, Chief Executive Officer



SERVICE AGREEMENT EXHIBIT A

THE REDEVELOPMENT AGENCY OF MIDVALE CITY
DOWN PAYMENT ASSISTANCE (DPA) PROGRAM

Purpose:
The Redevelopment Agency of Midvale City Down Payment Assistance Program provides loans/grants for low- to moderate-income first-time home buyers in Midvale City. The program seeks to provide equitable access to home buying, provide education to Midvale residents on home ownership, and increase home ownership in Midvale City.

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

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

3. **Down Payment Assistance Program for New Homeowners:** The City and the RDA shall work with regional housing partners to establish a down payment assistance program for new homeowners that make 60-80% of AMI. This program will allow potential homeowners the opportunity to receive funding from the City or the RDA for a down payment and/or closing costs associated with the purchase of a home in Midvale. A down-payment assistance program will help to incentivize home ownership in Midvale.

4. **Provide Homeownership Education with Housing Partners:** Throughout the public consultation process, one of the frequent issues brought up was the lack of education on available housing resources throughout the City. The education program would focus on providing easy to understand and accessible education on available housing resources in the City. This program will be in cooperation with housing service partners in the City and Salt Lake County.

Program Scope:
Each year, the DPA Program will:

A. Aid up to eight low-to-moderate income individuals/families at 80% AMI and below.
B. Loan up to $25,000 per loan ($30,000 for Midvale residents or employees of a public entity operating within Midvale. To Qualify, the resident or employee must have lived in Midvale or worked for a public entity within Midvale for at least one year.)
C. Pay administrator fees to Contracting Organization.
D. Provide homeowner education to potential home buyers.

Loan Terms:
A loan under the DPA Program is subject to the following terms:

A. 5-year forgivable loan.
B. 20% loan reduction each year.
C. May be used for down payment, closing costs, single-pay mortgage insurance, or mortgage interest rate buydown.
D. Borrowers must complete certified HUD home buyers' education courses. The RDA will support the cost of these classes.
E. Borrower must participate in a post home purchase consultation/debrief with Contracting Organization.
F. The borrower must be under contract to purchase a home.
G. Max purchase price of contracted home is based on the HUD maximum.
A deed restriction will be applied to the property during the lifetime of the loan.

Eligibility:
In order to be eligible for a DPA loan, a borrower:

A. Must purchase home in Midvale City.
B. Must be a first-time home buyer.
C. Must occupy home within 30 days of closing and occupy home during the 5-year term of DPA loan.
D. Cannot have more than $20,000 in any account before or after funding.

Required Documents:
The following documents are required before issuance of a DPA loan.

A. Completed application from Contracting Organization
B. Verification of loan pre-approval
C. Income analysis from lending institution
D. Loan estimate/Loan Fee Worksheet
E. Valid government issued ID
F. Proof of income (last 60 days)
G. Checking and saving account statements (last 60 days)
H. Federal tax returns (2 years)
I. Divorce decree (if applicable)
J. Bankruptcy (if applicable)

Repayment of Grant:
Repayment of some or all the DPA loan will apply if:

A. The property is sold before 5 years elapses from the Closing date.
B. The property is not owner-occupied within 30 days of closing.
C. The property is rented, and the borrower does not occupy the home at any time during the 5-year term.

Down Payment Assistance Process:

1. Intake (Day 1)

a. Client submits initial application through Program Vendor's website.
b. Program Vendor sends Client a welcome email and requests additional information within 48 hours of received application.

2. Application Process (Day 2-30)
   a. Program Vendor reviews Client's application, income, and first mortgage documents to determine if Client qualifies for Program.
   b. Program Vednor works directly with the Client's loan officer to get the purchase documents.
   c. Client completes homebuyer education class.

3. Finalize Grant/Closing (Day 14-60)
   a. Loan processor sends all documents over to the lending manager for review and final approval.
   b. Loan processor schedules closing with title company and Client and puts closing package together.
   c. Client completes closing at the title company office.

4. Post Purchase (Day 30-90)
   a. Real estate development manager will meet with Client and do a walkthrough of their home.
   b. Client will meet with Program Vendor's financial counselors and go over a budget with Client's new housing payment.

Loan Policy

The Salt Lake Neighborhood Housing Services, Inc. Homeownership Services Policy is attached and incorporated as part of this Down Payment Assistance Program.

Salt Lake Neighborhood Housing Services, Inc.
Homeownership Services Policy

I. Mission Statement

Salt Lake Neighborhood Housing Services, Inc. ("NWSL"), DBA as NeighborWorks Salt Lake builds on the strengths of neighborhoods, creating opportunities through housing, resident leadership, and youth and economic development. We work in partnership with residents, government, funding sources, and businesses to build and sustain neighborhoods of choice.

II. Policy Purpose & Statement

This NWSL Homeownership Services Policy ("Policy") is established for the following reasons:

1. Provide transparent operating and governance guidelines for staff, borrowers, and funding sources.
2. Describe program intent and purpose; and
3. Establish decision-making processes.

It is the policy of NWSL to adhere to all applicable state and federal rules and regulations. This Policy will be reviewed and approved annually by the NWSL Board of Directors ("Board").

III. Loan Program Objective

NWSL loan funds stimulate reinvestment within the NWSL service area by providing a way to finance repairs and improvements for residential properties and by facilitating the purchase of homes by new homeowners.

The loan fund is not meant to replace conventional lending activity, but rather is meant to:

1. Promote conventional lending in NWSL neighborhoods.
2. Provide loan products to individuals who are not qualified for conventional lending, but who demonstrate ability to repay the loan; and
3. To assist and educate customers in qualifying for a NWSL loan, grant, or a conventional loan.

The development of all lending products and review of loan requests are made in consideration of neighborhood impact and demand.

IV. Governance

1. The NWSL Loan Committee ("Committee") supports and serves the needs of NWSL service-area residents by making qualified credit decisions for the benefit of borrowers who do not qualify for conventional lending.
2. The Committee members are approved by the Board and the Committee Chair will be appointed by the Board. The Committee will be comprised of at least nine members. At least five Committee members must be present and voting at a Committee meeting to have a

quorum. Committee members may attend and vote at a meeting in person, via phone, or via email. Terms served are stated in the NWSL bylaws.

3. Committee responsibilities include providing: Homeownership Program governance, review and recommendations of mortgage loan underwriting, decisions on loan applications, and mortgage loan portfolio oversight.

V. Regulations and Compliance

NWSL complies with legal requirements that are applicable to nonprofit organizations and home lenders, some of which are listed below.

1. **NeighborWorks America ("NWA") Standards –** NWSL lending staff meet NWA standards required by the National Industry Standards for Homeownership Education and Counseling.
2. **Consumer Credit Protection Act –** Designed to protect consumer borrowers by mandating complete disclosure of the terms and conditions, including charges, in credit transactions. Many of the regulations noted below are subsets of this Act.
3. **Fair Housing Act –** Prohibits discriminatory acts against people attempting to rent, finance, or purchase a home.
4. **Equal Credit Opportunity Act (Reg B) –** Prevents discrimination in any aspect of credit on the basis of sex, marital status, race, color, religion, national origin, age, receipt of public assistance income, or the good-faith exercise of rights under the Consumer Credit Protection Act.
5. **Home Mortgage Disclosure Act (Reg C) –** HMDA provides the public loan data used to assist in determining whether financial institutions are serving the housing needs of their communities, public officials in distributing public-sector investments so as to attract private investment to areas where it is needed, and in identifying possible discriminatory lending patterns.
6. **Flood Disaster Protection Act –** Requires lenders to require flood insurance when they finance real property that has structures affixed. Subsidized national flood insurance program provides a means for property owners to financially protect themselves from flood hazards, including in areas that have high risk of flooding. Affected activities include acquisition of real property using resources provided from a federal source such as Home or Community Development Block Grant ("CDBG") funds.
7. **Real Estate Settlement and Procedures Act (Reg X) –** Provides consumer protection by regulating the disclosure of all costs and business arrangements in real estate transactions. Prohibits kickbacks and unearned fees.
8. **TILA-RESPA Integrated Disclosure (TRID) –** TRID integrates the Real Estate Settlement Procedures Act (RESPA) and Truth in Lending Act (TILA) disclosure requirements. It is intended to ensure that credit terms are disclosed in a meaningful way, so that consumers can compare credit terms more readily and knowledgeably.
9. **Unfair or Deceptive or Abusive Acts or Practices (UDAAP) –** Designed to protect consumers and, where applicable, cosigners from unfair or deceptive and abusive acts or practices in connection with the extension of consumer credit.
10. **Service Members Civil Relief Act (SCRA) –** Provides certain protections to individuals who are activated to full-time military duty with respect to loans they obtained before activation. This includes reservists and members of the National Guard called to active duty.

11. **Fair Credit Reporting Act (FCRA) –** Designed to regulate the consumer reporting industry's procedures for providing information to ensure the accuracy of consumers' information and protect their privacy while balancing the need for credit information in the commercial world. Provides that consumers can identify and correct inaccuracies in their credit histories.
12. **Right to Financial Privacy Act –** Establishes limits on federal agency access to consumer financial information and determines the procedures they must follow in order to obtain access. The Act does not apply to state or local government authorities.
13. **Fair Debt Collection Practices Act –** Regulates and controls debt-collection activities by debt collectors, but not by lenders with respect to their own debt.
14. **SAFE Act –** The Secure and Fair Enforcement for Mortgage Licensing Act requires licensure or registration of residential mortgage loan originators. Salt Lake Neighborhood Housing Services, Inc. was exempted from SAFE Act requirements in 2012 by the Utah State Division of Real Estate.
15. **Bank Secrecy Act –** Requires monitoring and reporting of suspicious activity, including activity related to money laundering or other crimes.
16. **Data Protection Laws –** Require that nonpublic personal information about consumers be kept secure in order to avoid the unauthorized disclosure or use of that information.

VI. Lending Loan

Products:

- **A.** First Mortgages
- **B.** Second Mortgages
- **C.** Home Improvement Loans/Grants
- **D.** Down Payment Assistance Loans/Grants
- **E.** Manufactured Home Improvement Loans/Grants
- **F.** CDBG Home Improvement Loans/Grants
- **G.** SLC Emergency In-house Borrower Grants
- **H.** Deferred Loans for Seniors Aged 65 and Older
- **I.** Other products recommended by the Committee and approved by the Board

1. Funding Sources

Various funding sources provide financial capacities for loan products as described in the Homeownership Lending Procedures Manual ("Procedures"). Government sector sources include CDBG, Home and Tax Increment Financing, Community Development Financial Institutions, and NWA. Private-sector funding traditionally includes local and national banks and industrial banks.

2. Underwriting Guidelines

A. **Borrower**

i. Borrowers must meet various funding sources' underwriting requirements that are referenced under the specific funding source tab in the Procedures.

ii. Borrowers must meet underwriting criteria established in the Procedures.

B. **Collateral**
Residential property financed must be located in NWSL targeted neighborhoods.

C. **Loan Structure**
Loans will be structured as established in the Procedures as outlined by the applicable funding source.

3. Monitoring and Servicing

i. Loan program servicing activities are conducted internally as established in the Procedures.
ii. Outsourcing of loan servicing and monitoring or sale of portfolios must be reviewed and approved by the Committee and Board.

4. Education / Counseling

A. Education
NWSL complies with the National Industry Standards for Homeownership Education and Counseling. Counselors and loan officers are required to complete industry-standard certification within 12 months of hire and/or meet continuing-education requirements.

B. Counseling
NWSL loan staff will maintain certification to meet NWA Full-Cycle Lending requirements and provide the following counseling services:

a) Pre-Purchase
b) Post-Purchase
c) Post-Education
d) Financial Literacy

SERVICE AGREEMENT EXHIBIT B

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

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

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

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

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

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

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

- The property must be the applicants' primary residence.
- All applicants must meet income guidelines.

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

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

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

Eligible Repairs:
The following repairs are eligible for HRLP Loan/grants:
- Health or safety hazards
- Accessibility modifications
- Code compliance
- Energy improvements
- Renovation improvements that do not become a permanent part of the real property are not eligible.

Home Improvement Grant Process:

1. Intake (Day 1)
    a. Client submits initial application through Program Vendor's website.
    b. Program Vendor sends Client a welcome email and requests additional information within 48 hours of received application,

2. Application (Day 2-7)
    a. Program Vendor reviews Client's application, income, and ownership documents to determine whether Client qualifies for Program.
    b. After Client's application is reviewed, the Program Vendor's real estate development manager schedules site visit with Client.

3. Site Visit (Day 3-14)
    a. Real estate development manger goes out to Client's property and assesses the scope of work for the Project.
    b. Real estate development manager provides the lending team with Project details and an estimate of the total costs.

4. Submit Bids (Day 3 until bids are complete)
    a. Client sends loan/grant processor three bids for their project and identifies the contractor Client has selected.
    b. Program Vendor requests contractor's license, insurance, and W9 information from Client's chosen contractor.

5. Finalize Grant/Closing (Day 14-30)
    a. Loan/grant processor sends all documents over to the lending manager for review and final approval.
    b. Loan/grant processor schedules closing with title company and Client and puts closing package together.
    c. Client completes closing at the title company office.

6. Construction Work/Final Inspection (Day 30-90)
    a. Contractor completes project.
    b. NeighborWorks pays contractor for work.
    c. Real estate development manager performs a final site inspection and makes sure the project has been completed.

Loan Policy

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

Salt Lake Neighborhood Housing Services, Inc.
Homeownership Services Policy

I. Mission Statement

Salt Lake Neighborhood Housing Services, Inc. ("NWSL"), DBA as NeighborWorks Salt Lake builds on the strengths of neighborhoods, creating opportunities through housing, resident leadership, and youth and economic development. We work in partnership with residents, government, funding sources, and businesses to build and sustain neighborhoods of choice.

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This NWSL Homeownership Services Policy ("Policy") is established for the following reasons:

1. Provide transparent operating and governance guidelines for staff, borrowers, and funding sources.
2. Describe program intent and purpose; and
3. Establish decision-making processes.

It is the policy of NWSL to adhere to all applicable state and federal rules and regulations. This Policy will be reviewed and approved annually by the NWSL Board of Directors ("Board").

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NWSL loan funds stimulate reinvestment within the NWSL service area by providing a way to finance repairs and improvements for residential properties and by facilitating the purchase of homes by new homeowners.

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1. Promote conventional lending in NWSL neighborhoods.
2. Provide loan products to individuals who are not qualified for conventional lending, but who demonstrate ability to repay the loan; and
3. To assist and educate customers in qualifying for a NWSL loan, grant, or a conventional loan.

The development of all lending products and review of loan requests are made in consideration of neighborhood impact and demand.

IV. Governance

1. The NWSL Loan Committee ("Committee") supports and serves the needs of NWSL service-area residents by making qualified credit decisions for the benefit of borrowers who do not qualify for conventional lending.
2. The Committee members are approved by the Board and the Committee Chair will be appointed by the Board. The Committee will be comprised of at least nine members. At least five Committee members must be present and voting at a Committee meeting to have a

quorum. Committee members may attend and vote at a meeting in person, via phone, or via email. Terms served are stated in the NWSL bylaws.

3. Committee responsibilities include providing: Homeownership Program governance, review and recommendations of mortgage loan underwriting, decisions on loan applications, and mortgage loan portfolio oversight.

V. Regulations and Compliance

NWSL complies with legal requirements that are applicable to nonprofit organizations and home lenders, some of which are listed below.

1. **NeighborWorks America ("NWA") Standards –** NWSL lending staff meet NWA standards required by the National Industry Standards for Homeownership Education and Counseling.
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4. **Equal Credit Opportunity Act (Reg B) –** Prevents discrimination in any aspect of credit on the basis of sex, marital status, race, color, religion, national origin, age, receipt of public assistance income, or the good-faith exercise of rights under the Consumer Credit Protection Act.
5. **Home Mortgage Disclosure Act (Reg C) –** HMDA provides the public loan data used to assist in determining whether financial institutions are serving the housing needs of their communities, public officials in distributing public-sector investments so as to attract private investment to areas where it is needed, and in identifying possible discriminatory lending patterns.
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9. **Unfair or Deceptive or Abusive Acts or Practices (UDAAP) –** Designed to protect consumers and, where applicable, cosigners from unfair or deceptive and abusive acts or practices in connection with the extension of consumer credit.
10. **Service Members Civil Relief Act (SCRA) –** Provides certain protections to individuals who are activated to full-time military duty with respect to loans they obtained before activation. This includes reservists and members of the National Guard called to active duty.

11. **Fair Credit Reporting Act (FCRA) –** Designed to regulate the consumer reporting industry's procedures for providing information to ensure the accuracy of consumers' information and protect their privacy while balancing the need for credit information in the commercial world. Provides that consumers can identify and correct inaccuracies in their credit histories.
12. **Right to Financial Privacy Act –** Establishes limits on federal agency access to consumer financial information and determines the procedures they must follow in order to obtain access. The Act does not apply to state or local government authorities.
13. **Fair Debt Collection Practices Act –** Regulates and controls debt-collection activities by debt collectors, but not by lenders with respect to their own debt.
14. **SAFE Act –** The Secure and Fair Enforcement for Mortgage Licensing Act requires licensure or registration of residential mortgage loan originators. Salt Lake Neighborhood Housing Services, Inc. was exempted from SAFE Act requirements in 2012 by the Utah State Division of Real Estate.
15. **Bank Secrecy Act –** Requires monitoring and reporting of suspicious activity, including activity related to money laundering or other crimes.
16. **Data Protection Laws –** Require that nonpublic personal information about consumers be kept secure in order to avoid the unauthorized disclosure or use of that information.

VI. Lending Loan

Products:

- **A.** First Mortgages
- **B.** Second Mortgages
- **C.** Home Improvement Loans/Grants
- **D.** Down Payment Assistance Loans/Grants
- **E.** Manufactured Home Improvement Loans/Grants
- **F.** CDBG Home Improvement Loans/Grants
- **G.** SLC Emergency In-house Borrower Grants
- **H.** Deferred Loans for Seniors Aged 65 and Older
- **I.** Other products recommended by the Committee and approved by the Board

1. Funding Sources

Various funding sources provide financial capacities for loan products as described in the Homeownership Lending Procedures Manual ("Procedures"). Government sector sources include CDBG, Home and Tax Increment Financing, Community Development Financial Institutions, and NWA. Private-sector funding traditionally includes local and national banks and industrial banks.

2. Underwriting Guidelines

A. **Borrower**

i. Borrowers must meet various funding sources' underwriting requirements that are referenced under the specific funding source tab in the Procedures.

ii. Borrowers must meet underwriting criteria established in the Procedures.

B. **Collateral**
Residential property financed must be located in NWSL targeted neighborhoods.

C. **Loan Structure**
Loans will be structured as established in the Procedures as outlined by the applicable funding source.

3. Monitoring and Servicing

i. Loan program servicing activities are conducted internally as established in the Procedures.
ii. Outsourcing of loan servicing and monitoring or sale of portfolios must be reviewed and approved by the Committee and Board.

4. Education / Counseling

A. Education
NWSL complies with the National Industry Standards for Homeownership Education and Counseling. Counselors and loan officers are required to complete industry-standard certification within 12 months of hire and/or meet continuing-education requirements.

B. Counseling
NWSL loan staff will maintain certification to meet NWA Full-Cycle Lending requirements and provide the following counseling services:

a) Pre-Purchase
b) Post-Purchase
c) Post-Education
d) Financial Literacy

SERVICE AGREEMENT EXHIBIT C
NeighborWorks Salt Lake Proposal

Salt Lake Neighborhood Housing Services, Inc. DBA NeighborWorks

COVER LETTER

Organization Name: Salt Lake Neighborhood Housing Services, Inc. DBA NeighborWorks Salt Lake (NWSL)

Contact Information: Maria Garciaz, CEO
622 West 500 North (Main Office), SLC 84116
4843 S Poplar Street (Murray Office) 84107

Mission: ***Vision:*** Strengthening communities through Neighborhood Empowerment and Collaboration**:** ***Mission:*** We work in Partnership with residents, government, and businesses to create neighborhoods of Choice by providing opportunity for housing, resident and youth leadership, financial education, and economic development.

Communities Served: NeighborWorks Salt Lake serves Salt Lake County to the point of the mountain South and to Ogden to the North.

Years of Operation: Established in 1977

Location of Loan Education and Closings: Loan education and Closing for Midvale specific would be at our Murray Branch office located at 4843Poplar Street. Some educational counseling is done virtually contingent on the customer. Closings are required in-person.

History:

NeighborWorks Salt Lake was established in 1977 to revitalize neighborhoods experiencing blight and decline. We do this in partnership with public and private partnerships and local municipality funding is an important factor in this partnership.

In 1977, we offered weatherization services and home improvement loans in SLC East Liberty Park neighborhood. In 1982, we expanded to Salt Lake's westside community and offered weatherization, home improvement loans and developed new construction as affordable housing. In 2010, we expanded to Murray City to provide home improvement loans, build affordable housing and down payment grants.

As a 45-year-old community development organization, we are experienced in single and multifamily development. We partnered with housing authorities for senior housing and for-profit partners for mixed-income multifamily to build 166 units with 60% affordable and 40% market and 15,000 square feet of commercial. We have a successful track record of providing down payment grants and home improvement loans & grant services to Murray, West Valley, and Sandy.

In 2015, NeighborWorks was awarded $3.6 million from Wells Fargo and in a 9-month period, we deployed $15,000 grants to 225 families which resulted in leveraged investment of $45,000,000 in mortgages in Salt Lake City.

SCOPE of WORK per EXHIBIT C

1. **Location of applying organization**: 4843 S Poplar Street, Murray City, Utah 84107

2. **Experience/History of Success:**

NWSL was established in 1977 as a 501c3 non-profit community development organization in partnership with Salt Lake City Corporation and local lending institutions to provide revitalization services to neighborhoods experiencing blight and decline. The organization was tasked with creating a revolving loan fund for home improvement loans utilizing CDBG funds. Since that time NWSL has been awarded CDBG/HOME and TIF funds for home improvement loans, first and second mortgages and down payments grants/loans. NWSL has managed a residential portfolio of up to 200 loans valued at over $5,000,000. As a Certified Development Financial Institution designated by the Department of Treasury in 1999, NWSL serves as a commercial lender for local and national non-profit community development organizations and provides loans for up to $2,000,000. NWSL established the Affordable Housing Mission Investment Fund (AHMI) in 2010 and has since that time deployed nearly $50,000,000 throughout the United States. The AHMI Fund is funded by local institutions. The residential lending is funded primarily by CDBG and HOME funds awarded by Salt Lake City, West Valley, Murray, and Sandy municipalities. NWSL expanded to Murray City in 2010 to provide revitalization services and acquired over a dozen blighted properties that were sold to low-moderate income families in the past five years. In FY 22, we provided 21 DPA grants ranging from $20,000 to $35,000 for an aggregate amount of $649,000 that leveraged $7,109,037 of mortgage investment in Murray City.

We comply and meet all expected requirements per HUD reporting and compliance requirements. In our many decades of lending and HUD/City audits findings have been immaterial. Independent and external audits have reported no non-compliance findings in any of our programs.

NWSL has a successful track record on residential and commercial lending. Our delinquency for the residential fund is less than 3% and 0% for the commercial fund.

The majority of customers served by NWSL are 80% and below as required by funding sources. However, as an organization that focuses on neighborhood revitalization and serves families 80% to 120%, we utilize private funding to minimize excluding middle income families.

NWSL is a HUD certified non-profit organization and requires 8-hour homebuyer education for first-time homebuyers from a HUD certified counselor. NWSL as a member of NeighborWorks America national network, we access on-line homebuyer education via e-home America and other sources for certification and access the following resources:

https://www.rd.usda.gov/sites/default/files/MN_HomeBuyerEducationProviders.pdf. Education for customers with home improvement loans is required to participate in one-hour education with loan officer to understand the loan process, costs and working with the contractors completing the improvements on their home. NWSL oversees the contractors and works closely with the homeowner to complete the process. Homeowner must approve completed work before the contractor is paid throughout the various stages of improvements.

NWSL lending staff are licensed and certified annually via the Nationwide Mortgage Licensing system. They must complete 10 hours continuing education annually to meet renewal requirements.
https://mortgage.nationwidelicensingsystem.org/Pages/default.aspx

As part of NWSL mission of neighborhood revitalization, we are intentional about reaching out to underserved populations and working with non-English speaking residents for nearly three-decades. Several staff at NWSL are bilingual in Spanish and we have access to volunteers who serve as translators for Tongan, Samoan, Vietnamese, and other languages.

Customers access NWSL grants and loans via appointments with lending staff or virtually through our website https://www.nwsaltlake.org/. All basic customer information is captured in a customer management system, Salesforce. The customer is assigned to a staff person and contacted within 24 hours via email for additional information or an appointment to start the qualification process. The customer meets with a loan officer in either the main office, Murray branch office or via zoom. Required information is gathered to qualify the applicant and processed. The process can range from 30 to 60 days contingent on customer cooperation. For home improvement loans: inspections are completed by a general contractor prior to processing the loan to determine improvement needs with health and safety assessment being a priority. The general contractor provides a rough estimate and shares with the customer and approves or declines moving forward with the cost of the improvements. If approved by the customer, the loan is processed and approved. Requests for bids by a minimum of three contractors are issued by NWSL and final decisions are made by the homeowner. Home improvements depending on the level of improvements and supply chain can range from one to six months. Contractors are required to be licensed and insured and are audited annually by NWSL to verify.

Once the DPA or loan is processed, approved, and closed, the customer information with terms and restrictions are sent to our servicer https://www.amerinatls.com/. Amerinat charges a set up fee and monthly servicing fee and monitors all and any activity related to the loan including funding restrictions and compliance. They submit monthly reports to NWSL on payment activity, delinquencies, and payoffs.

3. Program Implementation, Administration, and Timeline:

I. Based on the DPA program outline in Exhibit A, NWSL organization policies and administrative practices will:

a) Provide transparent operating and governance guidelines for staff, borrowers, and funding sources.
b) Describe program intent and purpose; and
c) Establish decision-making processes.

It is the policy of NWSL to adhere to all applicable state and federal rules and regulations. This Policy will be reviewed and approved annually by the NWSL Board of Directors ("Board").

Loan Program Objective

NWSL loan funds stimulate reinvestment within NWSL funded services areas by providing a way to finance repairs and improvements for residential properties and by facilitating the purchase of homes by new homeowners.

The loan fund is not meant to replace conventional lending activity, but rather is meant to:

1. Promote non-conventional lending in NWSL service neighborhoods.
2. Provide loan products to individuals who are not qualified for conventional lending, but who demonstrate ability to repay the loan; and
3. To assist and educate customers in qualifying for a NWSL loan or a conventional loan.
4. Provide financial and home ownership counseling and education.

The development of all lending products and review of loan requests are made in consideration of neighborhood impact, demand, and funding sources.

Governance

1. The NWSL Loan Committee ("Committee") supports and serves the needs of NWSL service-area residents by making qualified credit decisions for the benefit of borrowers who do not qualify for conventional lending.

Regulations and Compliance

NWSL complies with legal requirements that are applicable to nonprofit organizations and home lenders, some of which are listed below.

1. NeighborWorks America ("NWA") Standards – NWSL lending staff meet NWA standards required by the National Industry Standards for Homeownership Education and Counseling.

2. Consumer Credit Protection Act – Designed to protect consumer borrowers by mandating complete disclosure of the terms and conditions, including charges, in credit transactions. Many of the regulations noted below are subsets of this Act.

3. Fair Housing Act – Prohibits discriminatory acts against people attempting to rent, finance, or purchase a home.

4. Equal Credit Opportunity Act (Reg B) – Prevents discrimination in any aspect of credit on the basis of sex, marital status, race, color, religion, national origin, age, receipt of public assistance income, or the good-faith exercise of rights under the Consumer Credit Protection Act.

5. Home Mortgage Disclosure Act (Reg C) – HMDA provides the public loan data used to assist in determining whether financial institutions are serving the housing needs of their communities, public officials in distributing public-sector investments to attract private investment to areas where it is needed, and in identifying possible discriminatory lending patterns.

6. Flood Disaster Protection Act – Requires lenders to require flood insurance when they finance real property that has structures affixed. Subsidized national flood insurance program provides a means for property owners to financially protect themselves from flood hazards, including in areas that have high risk of flooding. Affected activities include acquisition of real property using resources provided from a federal source such as Home or Community Development Block Grant ("CDBG") funds.

7. Real Estate Settlement and Procedures Act (Reg X) – Provides consumer protection by regulating the disclosure of all costs and business arrangements in real estate transactions. Prohibits kickbacks and unearned fees.

8. TILA-RESPA Integrated Disclosure (TRID) – TRID integrates the Real Estate Settlement Procedures Act (RESPA) and Truth in Lending Act (TILA) disclosure requirements. It is intended to ensure that credit terms are disclosed in a meaningful way, so that consumers can compare credit terms more readily and knowledgeably.

9. Unfair or Deceptive or Abusive Acts or Practices (UDAAP) – Designed to protect consumers and, where applicable, cosigners from unfair or deceptive and abusive acts or practices in connection with the extension of consumer credit.
Salt Lake Neighborhood Housing Services, Inc. Homeownership Services Policy

10. Service Members Civil Relief Act (SCRA) – Provides certain protections to individuals who are activated to full-time military duty with respect to loans they obtained before activation. This includes reservists and members of the National Guard called to active duty.

11. Fair Credit Reporting Act (FCRA) – Designed to regulate the consumer reporting industry's procedures for providing information to ensure the accuracy of consumers' information and protect their privacy while balancing the need for credit information in the commercial world. Provides that consumers can identify and correct inaccuracies in their credit histories.

12. Right to Financial Privacy Act – Establishes limits on federal agency access to consumer financial information and determines the procedures they must follow to obtain access. The Act does not apply to state or local government authorities.

13. Fair Debt Collection Practices Act – Regulates and controls debt-collection activities by debt collectors, but not by lenders with respect to their own debt.

14. SAFE Act – The Secure and Fair Enforcement for Mortgage Licensing Act requires licensure or registration of residential mortgage loan originators. Salt Lake Neighborhood Housing Services, Inc. was exempted from SAFE Act requirements in 2012 by the Utah State Division of Real Estate.

15. Bank Secrecy Act – Requires monitoring and reporting of suspicious activity, including activity related to money laundering or other crimes.

16. Data Protection Laws – Require that nonpublic personal information about consumers be kept secure to avoid the unauthorized disclosure or use of that information.

I **VI. Lending**

Loan Products:
A. First Mortgages
B. Second Mortgages
C. Home Improvement Loans
D. Down Payment Assistance Loans/Grants
E. Manufactured Home Improvement Loans
F. Murray Emergency Loan Program
G. SLC Emergency In-house Borrower Grants
H. Deferred Loans for Seniors Aged 65 and Older
I. Other products recommended by the Committee and approved by the Board.

Underwriting Guidelines
Underwriting guidelines will comply with Midvale City loan terms, eligibility, required documentation and grant repayment as noted in **RFP Exhibit A** and:

A. Aid up to ten low-to-moderate income individuals/families at 80% AMI and below.
B. Loan up to $20,000 per loan ($25,000 for employees of the county/municipality, an employer that provides contracted services for the county/to the municipality, or any other public employer that operates within the county/municipality).
C. Pay administrator fees to Contracting Organization.
D. Provide homeowner education to potential home buyers.

II. Based on the HRLP/Grant Program outline in **RFP Exhibit B**, NWSL organization policies and administrative practices will follow similar procedures as noted in 3 (I) and :

A. Assist low-to-moderate income individuals/families annually who are at 80% Average Median Income (AMI) and below.
B. Administer the application process for Midvale homeowners seeking a loan.
C. Determine approval or denial of the appropriate loan type, based applicants' qualifications and enforcement of eligibility requirements.
D. Oversee and enforce the repayment requirements of the grant/loan and oversee forgivable loans.
E. Oversee and monitor home inspections and contractors.
F. Assist Midvale to develop a robust and accessible program to achieve best practices in program policy, government regulations, and implementation.

III. **Timeline** – NWSL existing DPA and HRLP programs are currently live, and we can accept applicants as soon as funding is available. Marketing and outreach will start once NWSL is notified and approved of the award.

IV. Outreach & Marketing: Outreach strategies include meeting with local churches, civic organizations, and neighborhood events. NWSL attends monthly City and Community Council meetings in the various municipalities and would establish a Midvale Advisory committee to engage community and reaching potential customer and assisting with identifying the best strategies to promote to Midvale residents. Each community is unique. Most of our outreach in Murray is done via business chamber, churches, utility inserts and Murray Journal. In SLC, NWSL attends weekly community council meetings throughout SLC. We are members of various coalitions that target LMI communities that create opportunities for NWSL to introduce our program services.

Our marketing efforts cover a wide range of mediums, including social media, print advertising, event tabling, and proactive community network efforts (meetings, coalitions, panels etc.). Our strategy aligns with the HUD Affirmative Fair Housing Marketing guidelines, and we regularly evolve our techniques to gauge and communicate with the segments of the community who are least likely to apply more accurately.

V. **Fiscal Responsibility & Confidentiality:**
FINANCIAL SUSTAINABILITY AND LONG-TERM VIABILITY - NWSL has an exceptionally strong balance sheet with strong liquidity, as of November 2021, that includes: - $42MM in Balance sheet with $13MM in Equity. - Approximately $3MM in unrestricted cash assets with the potential of growing to $15MM (due to sale of interest in multifamily property). - Flexible Capital Fund of $1.5MM. - Loan Loss Reserve of $2.4MM. - Board Restricted Cash set aside of $1MM. - Low administrative costs relative to program expenses, and long-term debt supported by investments. - Since 2017 NWSL has increased its revenue stream from interest income and other private revenue with the launch of the AHMI program. NWSL's financial management systems are supported by well-developed written policies and procedures, and rigorous implementation of sound accounting practice, qualified staff with oversight provided by Committees and Board. NWSL utilizes QuickBooks internally to post transactions and maintain the system and provides financial reports for review by the Finance Committee. Strong liquidity, exceptional working capital, and an impressive track record of success in thoughtful program development and administration positions NWSL for long-term growth and expansion. NWSL's strong balance sheet and ability to first test and then manage programs that succeed has clearly demonstrated high levels of managerial acumen at both the board and staff levels, as well as resulted in an organization that can pilot new programs, expand into new business lines, and explore new opportunities from a position of strength and durability. *(Page 5 of November 2022 Business plan published by InFin Financial Consulting)*

1. Income Statement, Balance Sheet & Audit attached as separate documents.

EXHIBIT B

County Agreement

[attachment follows]

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

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

Subrecipient Contact Person: Marcus Stevenson / Mayor

2. PROJECT(S) OR ACTIVITIES: The activities or projects to be conducted hereunder are listed in County's "Consolidated Plan" as submitted to HUD for CDBG Program Year 49, and are generally described as follows and referred to hereinafter as the "Project":

PROJECT NUMBER	PROJECT TITLE	PROJECT TOTAL COST ($)
01.11CNTY49	**Midvale City Home Repair Loan Program (HRLP)**	**$ 100,000.00**

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

- **a.** Federal Award Identification No (FAIN): **B-23-UC-49-0001**
- **b.** Federal Award Date: **July 1, 2023**
- **c.** Total Amount of Federal Funds Obligated to Subrecipient by County: **$ 100,000.00**
- **d.** Total Amount of the Federal Award committed to Subrecipient: **$ 100,000.00**
- **e.** Is Award Research and Development: **No**
- **f.** Indirect Cost Rate for Federal Award for County: **N/A**

4. PERIOD OF PERFORMANCE:

Period of performance begins 7/1/2023
Period of performance terminates 6/30/2024
Agreement expires as of 8/31/2024

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

6. DOCUMENTS INCORPORATED INTO THIS GRANT AND ATTACHED:

ATTACHMENT A: General Terms and Conditions

ATTACHMENT B: Project Statement of Work

ATTACHMENT C: Project Budget

ATTACHMENT D: Statistical Report

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

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

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

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

Subrecipient Name:

MIDVALE CITY CORPORATION

By: _____

Title: _____

Date: _____

Attest:

Rori Andreason, City Recorder

SALT LAKE COUNTY

By: _____

Mayor or designee

Date: _____

Division Approval:

By: _____

Director or Designee

Reviewed and Advised as to Form and Legality:

_____

John E. Diaz
Deputy District Attorney
Salt Lake County

ATTACHMENT A:

GENERAL TERMS AND CONDITIONS

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

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

3. **Project Budget**.

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

   B. Subrecipient shall adhere to the requirements of the Budget(s) as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project(s) Budget(s) as such changes become necessary. All changes however, within the Budget(s), shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount

of any of the Budget(s) under this Agreement that would increase or decrease the total amount of funding specified in this Agreement, or result in a change in the scope, location, or beneficiaries of the Project(s), shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of Paragraph 9.

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

5. **Extension Periods**. This Agreement may be extended by written amendment at County's discretion, in increments the total of which do not exceed twenty-four (24) months, on the same terms and conditions and in such amount and budget as shall be attached to said Amendment. No extensions will be granted after expiration or termination of this Agreement.

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

7. **Funding Amount**.

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

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

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

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

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

8. Methods of Disbursement.

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

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

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

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

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

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

9. Amendments.

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

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

10. Consultation and Technical Assistance. County will be available to provide technical assistance upon written request of the Subrecipient or as County deems necessary for improved Program operation. However, it is solely the Subrecipient's obligation to remain in compliance with all aspects of this Agreement.

11. Additional Requirements.

A. Compliance.

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

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

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

B. Independent Contractor. The relationship of County and Subrecipient under this Agreement shall be that of an independent contractor status. Each Party shall have the entire responsibility to discharge all of the obligations of an independent contractor under Federal, States and local laws, including but not limited to, those obligations

relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments, and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners or joint venturers.

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

C. **Licensing**. Subrecipient will obtain all licenses, permits and/or certificates required by Federal, State, and local government statutes, laws, ordinances and/or regulations required by every governmental jurisdiction in which the Project is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and certificates available during normal business hours for inspection by County.

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D. Indemnification. Subrecipient agrees to indemnify, defend and hold harmless County, its officers, agents, and employees from and against any and all actual or threatened losses, damages, injuries, liabilities, and claims, of, to or by third parties, including Subrecipient, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workers and material suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Subrecipient's breach of this Agreement or any negligent or intentional acts or omission of or by Subrecipient's employees, agents, representatives, officers, employees or subcontractors in connection with the performance of this Agreement.

If Subrecipient is a governmental entity under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq., Utah Code Ann. (2021) (hereinafter "the Act"), then, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Act.

E. **Insurance for contracts over fifty thousand dollars ($50,000.00) and all Facility Improvement Projects.** Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

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

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

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

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

—OR—

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

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

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

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

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

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

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

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

(a) Workers' compensation and employer's liability insurance sufficient to cover all Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah Code Title 34A Chapter 2 Part Section 103. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures, and partnerships. In the event any work is subcontracted, Subrecipient shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah Code. (County is not to be an additional insured under Subrecipient's workers' compensation insurance.) https://le.utah.gov/xcode/Title34A/Chapter2/34A-2-S103.html?v=C34A-2-S103_2017050920171231

(b) Commercial general liability insurance, on an occurrence form, naming County as an additional insured, in the minimum amount of one million dollars ($1,000,000.00) per occurrence with a two million dollars ($2,000,000.00) general policy aggregate and two million dollars ($2,000,000.00) products completed operations policy aggregate. The policy shall protect County, Subrecipient, and any subcontractor from claims for damages for personal injury, including accidental death and from claims for property damage that may arise from Subrecipient's operations under this Agreement, whether performed by Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to County whether such coverage be primary, contributing, or excess.

(c) Professional liability insurance with a minimum policy limit of one million dollars ($1,000,000.00) per occurrence. (County is not to be an additional insured for professional liability insurance).

(d) If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of one million dollars ($1,000,000.00) per occurrence.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

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

F. **Bond Requirements**. If the Project(s) involves construction or rehabilitation costing twenty-five thousand ($25,000.00) or more, Subrecipient shall require that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than one hundred percent (100%) of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subrecipient shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

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

H. **Suspension or Termination**. Either party may terminate this Agreement for convenience at any time, as set forth at 2 CFR § 200.339 and § 200.340, by giving thirty (30) days' written notice to the other party of such termination. Partial terminations of the Project(s) set forth in Paragraph 3 may only be undertaken with the prior approval of County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of County, become the property of County and Subrecipient shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination.

County may also suspend or terminate this Agreement, in whole or in part, in accordance with the provisions of 2 CFR § 200.338 - § 200.342, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and County may declare Subrecipient ineligible for any further participation in County's contracts, in addition to other remedies as provided by law.

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

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

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

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

12. Administrative Requirements.

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

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

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

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

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

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

B. **Retention**. Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be the longer of three (3) years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the three (3) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three (3) year period, whichever occurs later.

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

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

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

14. Close-Outs. Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR Section 200.343, are completed. Activities during this

close-out period shall include, but are not limited to, making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to County) and determining the custodianship of records.

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

16. Program Income.

A. All program income, as defined at 24 CFR § 570.500(a), will be returned to County immediately upon being earned. Program income is defined in § 570.500(a) of the Rules and Regulations as gross income received by Subrecipient which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).

B. Any program income in possession of Subrecipient that has not been returned to County when this Agreement expires or is terminated or is received by Subrecipient after this Agreement expires or is terminated, shall be transferred or paid to County in accordance with the provisions of Paragraph 19, entitled Reversion of Assets.

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

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

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

A. **Acquired with CDBG Funds**. All property acquired by Subrecipient in whole or in part with CDBG funds must be used for a period of fifteen (15) years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low- and moderate-income persons; aiding in the prevention or elimination of slums and blight; or meeting community development needs having a particular urgency.

B. Improved with CDBG Funds. All property improved in whole or in part with CDBG funds must be used by Subrecipient to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:

(i) All properties receiving improvement funds between twelve thousand five hundred dollars ($12,500.00) and ninety-nine thousand nine hundred ninety-nine dollars ($99,999.00) must be used for eligible activities for five (5) years;

(ii) All properties receiving improvement funds between one hundred thousand dollars ($100,000.00) and one hundred ninety-nine thousand nine hundred ninety-nine dollars ($199,999.00) must be used for eligible activities for ten (10) years;

(iii) All properties receiving improvement funds of two hundred thousand dollars ($200,000.00) or more must be used for eligible activities for fifteen (15) years;

C. If Subrecipient desires to change the use of real property covered by this policy during the applicable period listed above, it must do the following:

(i) Provide affected citizens with reasonable notice of any proposed change in use and an opportunity to comment; and

(ii) Ensure that the new use meets a CDBG national objective or reimburse County's CDBG Program in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of and improvements to the property.

D. The threshold amounts set forth in Subparagraph B above are cumulative, based on the total CDBG funding provided to Subrecipient in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by County to acquire or improve said real property. However, the use periods

set forth in Subparagraph B do not commence until closeout of the final agreement under which Subrecipient receives such acquisition or improvement funds.

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

21. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of five thousand dollars ($5,000.00) or more per unit (2 CFR § 200.33). Subrecipient shall comply with 2 CFR Part 200, Subpart D, as modified by 24 CFR § 570.502(a)(6) and County policy regarding the use, maintenance, and disposition of equipment. In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D, the more restrictive standards and requirements will apply.

22. **Personnel & Participant Conditions**.

A. **Civil Rights**.

(i) Nondiscrimination and Equal Opportunity.

(a) Subrecipient and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all Federal, State, and County laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

(b) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance.

(c) Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.

(d) Subrecipient will, in all solicitations or advertisements for employees' state that it is an Equal Opportunity or Affirmative Action employer. Subrecipient must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to

Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

(ii) **Excessive Force**.

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

(b) Subrecipient has had an opportunity to review and complies with County's policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations.

(iii) **Land Covenants**. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

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

B. **Affirmative Action.**

(i) **Approved Plan**. Subrecipient agrees that it shall be committed to carrying out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR part 60.

(ii) **WMBE**. Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in President's Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). As used in this Agreement, the term "minority and Women's business enterprise" means a business of at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. County may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

(iii) **Access to Records**. Subrecipient shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by County and will permit access to its books, records, and accounts by County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(iv) **EEO/AA Statement**. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

(v) "**Section 3" Compliance**. The following Section 3 Clause applies to all subrecipients of HUD funding as well as all contracts and subcontracts for the construction, reconstruction, conversion, or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction on projects that meet the definition of a Section 3 Project found in 24 CFR § 75.3(a)(2) and assisted with HUD funds in an amount that exceeds the funding thresholds found in that section.

(a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under

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

(c) The Subrecipient agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR Part 75. The Subrecipient will not contract with any contractor or subcontractor where the Subrecipient has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(d) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

(f) The Subrecipient will require all contractors and subcontractors for this Project to report Section 3 compliance information immediately upon request to County and to maintain records demonstrating such compliance for a period no shorter than the record retention period set in Paragraph 13 of this Agreement.

(g) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

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

C. **Labor Standards**.

(i) **Davis-Bacon**.

(a) For all contracts and subcontracts for construction, alteration, or repair in excess of two thousand dollars ($2000.00), Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including(a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis-Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.

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

(ii) **Work Hours.** Subrecipient agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

D. **Contracting**.

(i) **Assignments and Contracting**. The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by

Subrecipient for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements required by Paragraph 19 above and any applicable State laws and local government ordinances.

(ii) **Subcontracts**.

(a) **Approvals**. Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.

(b) **Monitoring**. Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) **Content**. Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) **Selection Process**. Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to County along with documentation concerning the selection process.

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

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

E. Conduct.

(i) **Citizen Participation**. Subrecipient has had the opportunity to review and follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.

(ii) **Community Development Plan**. Subrecipient has had the opportunity to review and follows County's Community Development Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low and moderate-income.

(iii) **Conflict of Interest**. Subrecipient agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of County, or of any designated public agency or Subrecipient receiving funds under the CDBG Entitlement program.

(iv) **Ethical Standards**. Subrecipient represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics Code ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

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

(vi) **Public Funds and Public Monies**.

(a) Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived,

that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds, or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in Subrecipient's possession.

(b) Subrecipient's Obligation: Subrecipient, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to County. Subrecipient understands that it, its officers and employees may be criminally liable under Utah Code § 76-8-402 for misuse of public funds or monies. Subrecipient expressly understands that County may monitor the expenditure of public funds by Subrecipient. Subrecipient expressly understands that County may withhold funds or require repayment of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

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

(a) No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and

(d) This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000.00) and not more than one hundred thousand dollars ($100,000.00) for each such failure.

(viii) **Copyright**. If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

(ix) **Religious Organization**. Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).

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

23. **Environmental Conditions**.

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

(i) Clean Air Act, 42 U.S.C., § 7401*, et. seq*.

(ii) Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 and all regulations and guidelines issued thereunder.

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

C. **Lead-Based Paint**. Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608 and 24 CFR Part 35. Such

regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children aged six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

D. **Historic Preservation**. Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

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

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

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

who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. Subrecipient shall comply in all respects with the provisions of Utah Code Section 63G-12-302(3). Subrecipient's failure to so comply may result in the immediate termination of its contract with County.

ATTACHMENT B

PROJECT STATEMENT OF WORK
Salt Lake County Contract Number HCD23053CH

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

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

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

Eligibility and Reference: Homeowner Rehabilitation -Section 105(a)(4) §570.202

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

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

CPD Outcome Performance Measurement Information

Objective: Create Suitable Living Environments

Outcome: Affordability

Salt Lake County Outcome Performance Measurement Information

Priority: Affordable Housing

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

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

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

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

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

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

Repayment of the CDBG Investment

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

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

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

Environmental Review

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

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

PROGRAM REQUIREMENTS:

Energy Star Requirements

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

Lead Based Paint requirements.

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

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

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

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

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

GOAL STATEMENTS:

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

Outcome Measurements:

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

Outreach:

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

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

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

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

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

No vehicles will be operated in furtherance of the contract.

REPORTING: This Agreement requires timely progress reports from Subrecipients. Subrecipient will complete 1) a quarterly narrative and demographic report and 2) a quarterly statistical progress report. All reports must be submitted according to the timelines below. Reporting requirements are subject to change.

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

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

Subrecipient agrees to compile and provide to the County all HUD-required Section 3 information regarding the hiring of low-income employees and (sub)contractors. Subrecipient also agrees to require Section 3 compliance and reporting by all construction (sub)contractors hired for this project.

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

ATTACHMENT C

PROJECT BUDGET
Salt Lake County Contract Number HCD23053CH

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

I. Estimated Total Project Cost: $ 250,100.00

II. Budgeted CDBG Expenditures:
- a. Contracted Administrative Costs $25,100.00
- b. Renovation and Rehabilitation
  - i. Low Interest and forgivable loans $74,900.00
    - a. Up to $15,000.00 per Household

TOTAL CDBG EXPENDITURES: $ 100,000.00

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

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

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

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

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

REIMBURSEMENTS: Paragraph 8 "Methods of Disbursement" of Attachment A of this Agreement identifies the method for reimbursement of expenses to Subrecipient. Subrecipient may request disbursement from County of that part of the funding amount stated in Paragraph 7 of Attachment A relating to a particular Project(s), either on the basis of a lump-sum reimbursement of the Project(s) costs upon completion or on the basis of periodic reimbursement payments during the course of a Project(s) as the funds for that Project(s) are expended.

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

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

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

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

CFDA # 14.218

ATTACHMENT D

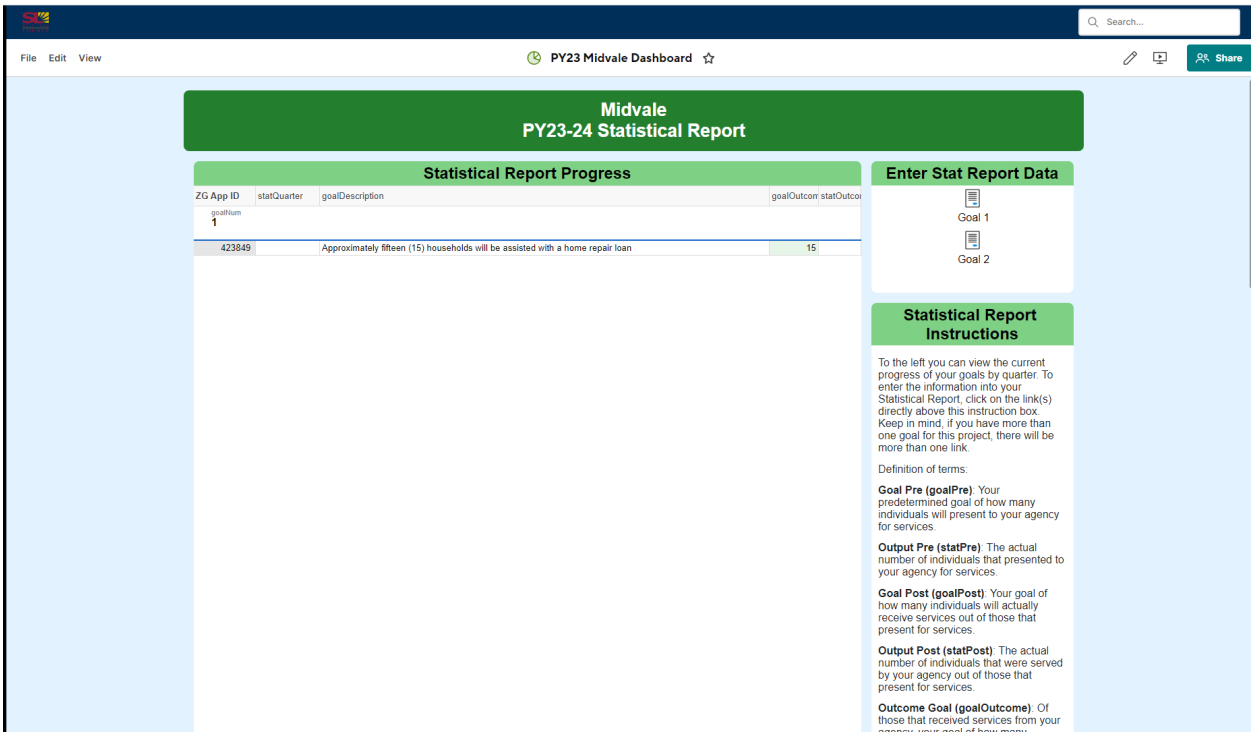
To

Salt Lake County Contract Number HCD23053CH

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

Statistical Report

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



ATTACHMENT E

To

Salt Lake County Contract Number HCD23053CH

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

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

Eligible Repairs:
The following repairs are eligible for HRLP Loan/grants:

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

Home Improvement Grant Process:

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

b. Program Vendor sends Client a welcome email and requests additional information within 48 hours of received application,

2. Application (Day 2-7)
   a. Program Vendor reviews Client's application, income, and ownership documents to determine whether Client qualifies for Program.
   b. After Client's application is reviewed, the Program Vendor's real estate development manager schedules site visit with Client.

3. Site Visit (Day 3-14)
   a. Real estate development manager goes out to Client's property and assesses the scope of work for the Project.
   b. Real estate development manager provides the lending team with Project details and an estimate of the total costs.

4. Submit Bids (Day 3 until bids are complete)
   a. Client sends loan/grant processor three bids for their project and identifies the contractor Client has selected.
   b. Program Vendor requests contractor's license, insurance, and W9 information from Client's chosen contractor.

5. Finalize Grant/Closing (Day 14-30)
   a. Loan/grant processor sends all documents over to the lending manager for review and final approval.
   b. Loan/grant processor schedules closing with title company and Client and puts closing package together.
   c. Client completes closing at the title company office.

6. Construction Work/Final Inspection (Day 30-90)
   a. Contractor completes project.
   b. NeighborWorks pays contractor for work.
   c. Real estate development manager performs a final site inspection and makes sure the project has been completed.

Loan Policy

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

REDEVELOPMENT AGENCY OF MIDVALE CITY

Meeting Date: December 6, 2023

ITEM TYPE: Action

SUBJECT: Consider **Resolution No. 2023-21RDA** approving the term sheet between the Redevelopment Agency of Midvale City and 7718 Main Street LLC for participation in the Main Street Façade Improvement Program.

SUBMITTED BY: Kate Andrus, RDA Program Manager

CITIZEN'S AGENDA: The Redevelopment Agency of Midvale City Board of Directors will consider a Façade Grant Agreement between the Redevelopment Agency of Midvale City and 7718 Main Street LLC.

SUMMARY:

On December 6, 2022, the RDA Board approved the Main Street Façade Improvement Program ("Program"). The Program aims to enhance the exterior of buildings within the Main Street area to attract new businesses, retain existing ones, and make Main Street an appealing place to work, live, and shop. In response to limited interest, the RDA Board approved amendments to the Program on October 3, 2023, based on feedback provided by potential applicants.

Following these amendments, 7718 Main Street LLC submitted an application for funding through the Program. Agency staff assessed the application for completion and presented it to the Main Street Façade Improvement Advisory Board ("Advisory Board") for review and recommendations. The Advisory Board's recommendations are now presented to the RDA Board for approval.

The Advisory Board's review of 7718 Main Street LLC's proposal determined that the project meets the basic eligibility requirements of the Program. Given the impact of the improvements and the budget required, the Advisory Board recommends funding the maximum award amount of $75,000, not to exceed 50% of the total project cost. Additionally, the Advisory Board recommends conveying an easement to the Redevelopment Agency of Midvale City for a term of 10 years.

Agency staff is now seeking authorization from the RDA Board to execute the agreement based on the attached term sheet.

FISCAL IMPACT:

The overall program budget allocated for funding grants under the Main Street Façade Improvement Grant Program is $175,000. If approved, the RDA will provide funds up to $75,000 as a reimbursement to 7718 Main Street LLC. This will bring the overall budget for the Main Street Façade Improvement Program to $100,000 for FY 2024.

RECOMMENDED MOTION:

“I move that we suspend the rules and adopt Resolution No. 2023-21RDA approving the term sheet for a grant agreement between the Redevelopment Agency of Midvale City and 7718 Main Street LLC for participation in the Main Street Façade Improvement Program.”

Attachments:
Resolution No. 2023-21RDA
7718 Main Street LLC Term Sheet
7718 Main Street LLC Application
RDA Assessment of 7718 Main Street LLC Application

THE REDEVELOPMENT AGENCY OF MIDVALE CITY, UTAH
RESOLUTION 2023-21RDA

A RESOLUTION APPROVING A TERM SHEET FOR A GRANT AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND 7718 MAIN STREET LLC FOR PARTICIPATION IN THE MAIN STREET FAÇADE IMPROVEMENT PROGRAM

WHEREAS, the Redevelopment Agency of Midvale City (the "Agency") was created by the Midvale City Council to conduct business and exercise powers under the Utah Redevelopment Agencies Act; and

WHEREAS, on November 17, 2015, the Agency adopted Resolution 2015-13RDA approving the CDA Project Area Plan for the Midvale Main Street CDA Project Area; and

WHEREAS, on October 6, 2020, the Agency adopted Resolution 2020-11RDA adopting the Main Street Community Development Area Budget; and

WHEREAS, on December 6, 2022**,** the Agency adopted Resolution 2022-17RDA approving the Main Street Façade Improvement Program (the "Program"); and

WHEREAS, on October 3, 2023**,** the Agency adopted Resolution 2023-15RDA approving amendments to the Program; and

WHEREAS, 7718 Main Street owns the corner property located at 7718 Main Street and has applied for funding through the Program for improvements to be made on both the east and south facing façades of the building;

WHEREAS, Agency Staff and the Main Street Façade Improvement Advisory Board reviewed the submitted application and provided their recommendations to the Agency Board for approval;

WHEREAS, the Agency Board believes that the funds provided to 7718 Main Street LLC to support façade improvements will contribute to the revitalization of the Midvale Main Street CDA Project Area.

NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY that the board of directors does hereby approve the term sheet for a grant agreement with 7718 Main Street LLC and authorizes the chief administrative officer and executive director to execute the grant agreement within the parameters of the term sheet, subject to such other terms and conditions as recommended by Agency's legal counsel.

Passed and Adopted by the Redevelopment Agency of Midvale City Board of Directors, State of Utah, this 6th day of December, 2023.

_____
Marcus Stevenson
Chief Administrative Officer

_____
Matt Dahl
Executive Director

ATTEST:

_____

Rori L. Andreason, MMC
Secretary

Voting by the RDA Board	"Aye"	"Nay"
Quinn Sperry	____	____
Paul Glover	____	____
Heidi Robinson	____	____
Bryant Brown	____	____
Dustin Gettel	____	____

Midvale City Redevelopment Agency
Term Sheet for Main Street Façade Improvement Grant

Grantee:	7718 Main Street LLC
Grantor:	Redevelopment Agency of Midvale City (Agency)
Project Location	7718 Main St. Midvale, UT 84047
Maximum Grant Amount:	$75,000
Payment:	The grant award amount shall not exceed 50% of the total cost of the improvements to the façade(s) And shall be provided as a reimbursement after all associated work listed on the approved scope of work has been completed.
Reimbursement Payment Conditions:	1. Upon completion of the project, the applicant shall request a final walk-through with Agency staff to confirm construction was completed in the manner approved by the Main Street Advisory Board. 2. To obtain reimbursement, the applicant shall: a. Submit a Façade Program Reimbursement Request Form and IRS Form W-9. The request shall be accompanied by billing documentation including, but not limited to, invoices, receipts, release of liens, photos of the finished work, and affidavits. b. Execute an easement with the RDA based on the terms approved by the RDA Board.
Liability	The City of Midvale and the Agency assume no liability for any work that is done pursuant to this program. The applicant agrees to hold both the City of Midvale and the Agency harmless from all liability claims.
Easement	Upon completion of the project and prior to receiving a reimbursement the Property owner shall convey an easement on the façade to the Agency for a term of 10 years.
Use of Proceeds	Grant funding shall only be used for the following improvements: 1. New opening for entry, including structural updates needed 2. Brick Repair 3. New architectural elements that would have appeared on buildings from the same period. 4. New entry door 5. New windows
Maintenance	Grantee agrees to maintain and keep in good repair the façade or improvements. This will ensure that any improvements funded by the RDA will remain in good condition and repair regardless of change in ownership.
Indemnification	The Grantee shall indemnify the Agency and the City from any action or claim caused by the acts of the Owner.
Miscellaneous:	1. If the building is currently vacant, the applicant must demonstrate a plan for achieving occupancy and secure a tenant within 12 months of the project completion date with a lease of at least three years. Failure to do so by the applicant will result in the requirement to repay the grant back to the Agency. 2. Construction on the project must begin within 90 days of final approval.

Main Street Façade Improvement Program Application

1. Applicant Information

Applicant Name: 7718 Main Street LLC
Mailing Address: 4543 S Holladay Blvd
City/State/Zip: Holladay, Utah 84117
Phone Number: (H) _____ (C) 801-550-8136
Property Address: 7718 S Main Street
City/State/Zip: Midvale, Utah 84047

2. Site Information

Current Zoning: Main Street FBC
Property Address: 7718 S Main Street
City/State/Zip: Midvale, Utah 84047
Legal Description _____
Property Owner 7718
Current Use _____
(i.e. Retail, Restaurant, Vacant)

3. Project Information

Estimated Cost of total project: $ 215,231.49
Grant Funds Requested: $ 75,000.00
Briefly describe the proposed façade improvement and timeframe: _____
Installing new windows, installing new opening which includes structural upgrades, repairing brick, installing new architectural elements and crown, install new front door, paint brick. Construction has started with a completion first part of 2024.

Briefly describe how the proposed improvements will contribute to the overall revitalization of Midvale's Main Street: The Midvale Bank building is an iconic part of Main Street. Improving the facade will help preserve the history of the street and help attract new tenants. We are improving the buildings facade with the goal of attracting a restaurant.

4. REQUIRED DOCUMENTATION

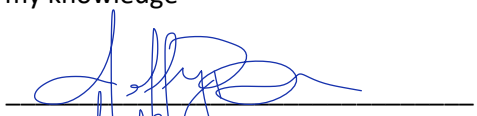
- Provide detailed description of exterior changes including materials, colors and dimensions
- Proposed rehabilitation renderings and elevations
- Current and historic photos of the building, if applicable
- Detailed project budget
    - Two written cost estimates describing the cost of the scope of work by licensed construction contractors or contractors appropriate to work being performed.
- General information on project financing or other such information showing feasibility of project
- Copy of Business License, if applicable
- Plan to obtain tenants if building is currently vacant

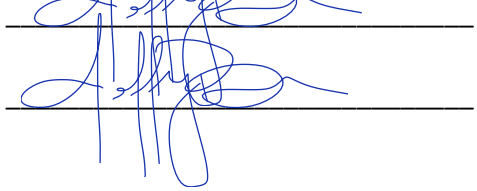
5. ACKNOWLEDGEMENT

I have read and understand the Application form and accompanying Program Overview.

The Redevelopment Agency of Midvale City's acceptance of this application does not obligate the Agency to enter into a grant agreement, to pay any costs incurred in its preparation, to participate in subsequent negotiation, or to contract for any services or materials purchased pertaining to the project

I certify that all the information contained in this application and any attachments is true, correct, and complete to the best of my knowledge

Applicant's signature  Date Submitted 10 / 25 / 23

Owner's Signature:  Date Submitted 10 / 25 / 23

MIDVALE STATE BANK FACADE BUDGET

Scope	Bid 1	Contractor
Brick repair on Bank	8,000.00	Jim L
Cut opening in Cinderblock wall	1,950.00	Intermountain Concrete Cutting
Remove Cinderblock	2,500.00	West End
Demolition	3,100.00	West End
Rebar and Shotcrete around opening	16,800.00	West End
New Windows	56,764.50	Epic Windows
Window Install	12,385.00	Three Sigma
Plaster	10,000.00	Supreme Plaster
New Front Door	5,994.97	Burton Lumber
New Crown	13,825.00	Stonecast
Architectural Elements	14,704.00	Stonecast
Architectural Installation	6,720.00	West End
Paint brick	17,400.00	West End
GC and Developer Fees	25,521.52	
Contingency	19,566.50	
Total	215,231.49	


MAIN ST.
700 WEST
LEFT TURN
YIELD
ON GREEN
MIDVALE STATE BANK


PLANNED RENOVATION
PRESTON MILLER
STEPHANIE BLANKS
801.852.8580


MAVERIK

NEW CAST STONE
LIGHTWEIGHT LIMESTONE

950 W. 150 N. Lindon, UT 84042 ● PH: (801) 734-6895
www.newcaststone.com

Proposal

Date	8.24.2023
Customer	Beck-Partners
Job Name	Midvale State Bank
Prepared by	Ian McPherson

Scope of Work: Produce lightweight cast limestone architectural details to provided specifications.

Color: TBD
Texture: Honed, Stone

Proposal based on architectural drawings. Parts are priced in LF or each.

Cornice:
Top: $85.00 lf
Bottom: $75.00 lf

Buttons: $75.00 each……..2ea / $150.00

Columns Cap: $205.00 each……..8ea / $1,640.00

Window surround: $38.00 lf straight parts- 4 windows……128’ / $4,864.00

Window surround: $38.00 lf curved parts

Parapet cap: $51.00 lf

Keystone: $165.00 each……4ea / $660.00

Window Surrounds:
Header: $60.00 lf…….……..6lf / $360.00
Keystone: $165.00 each……2ea / $330.00
Surround: $40.00 lf
Sill: $45.00 lf

Sill on top of base: $67.00 lf……100lf / $6,700.00
TOTAL……..$14,704.00

NEW CAST STONE
LIGHTWEIGHT LIMESTONE

950 W. 150 N. Lindon, UT 84042 ● PH: (801) 734-6895
www.newcaststone.com

Proposal

DOES NOT INCLUDE INSTALLATION
DOES NOT INCLUDE DELIVERY
FOB Lindon, UT
50% Deposit Required Before Production
This bid will be honored for thirty days from date of proposal

Acceptance Of Proposal – *The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined below.*

Signature_____**Date**_____

1. Shop Drawings: New Cast Stone will provide shop drawings detailing each individual part to be produced. Work will not begin until approved shop drawings are signed and returned.

2. Sample Submittal: New Cast Stone will provide a color and texture sample for approval. Work will not begin until approved sample is signed and returned.

3. Deposits: On orders less than $500, payment is due at the time the order is placed. On orders over $500, a 50% deposit is due at the time the order is placed. Work will not be started until either full payment, or a deposit has been received. The balanceof the purchase price is due on completion of manufacturing.

4. Cancellation/Returns: Due to the customization of all New Cast Stone products, produced parts cannot be cancelled or returned.

5. Delays: New Cast Stone shall not be responsible for delays not within its control (i.e., non-signed shop drawings, weather conditions, measurements, striking workers, inaccessible materials).

6. Pickup and Delivery: New Cast Stone does not deliver product. Pick up and or delivery are the responsibility of the buyer. New Cast Stone can assist in setting up delivery through 3rd party freight companies. All shipping is FOB Lindon, UT. Products are packaged on standard pallets. Custom crates required by shipping companies will be an additional charge.

7. Product Variations: Buyer acknowledges that variations of color and texture are inherent in all cast limestone products and that individual parts can vary. Hairline cracks and chipping may occasionally occur in manufacturing, shipping, delivery, and installation situations. These do not affect the performance of the part and are not subject to replacement.

8. Structural Design: New Cast Stone is not responsible for determining the structural capability or suitability of product for any use. Buyer is responsible for obtaining appropriate engineering analysis to determine structure feasibility or suitability of products for their intended use.

9. Installation: New Cast Stone does not do installation and is not liable or responsible for inaccurate or incomplete installation of any goods/materials or for any aspect of product after installation. In some cases, New Cast Stone can assist in recommending installers.

10. Attachment: New Cast Stone does not provide any means of attachment, i.e., clips, brick ties, adhesive, caulking, etc., unless otherwise noted.

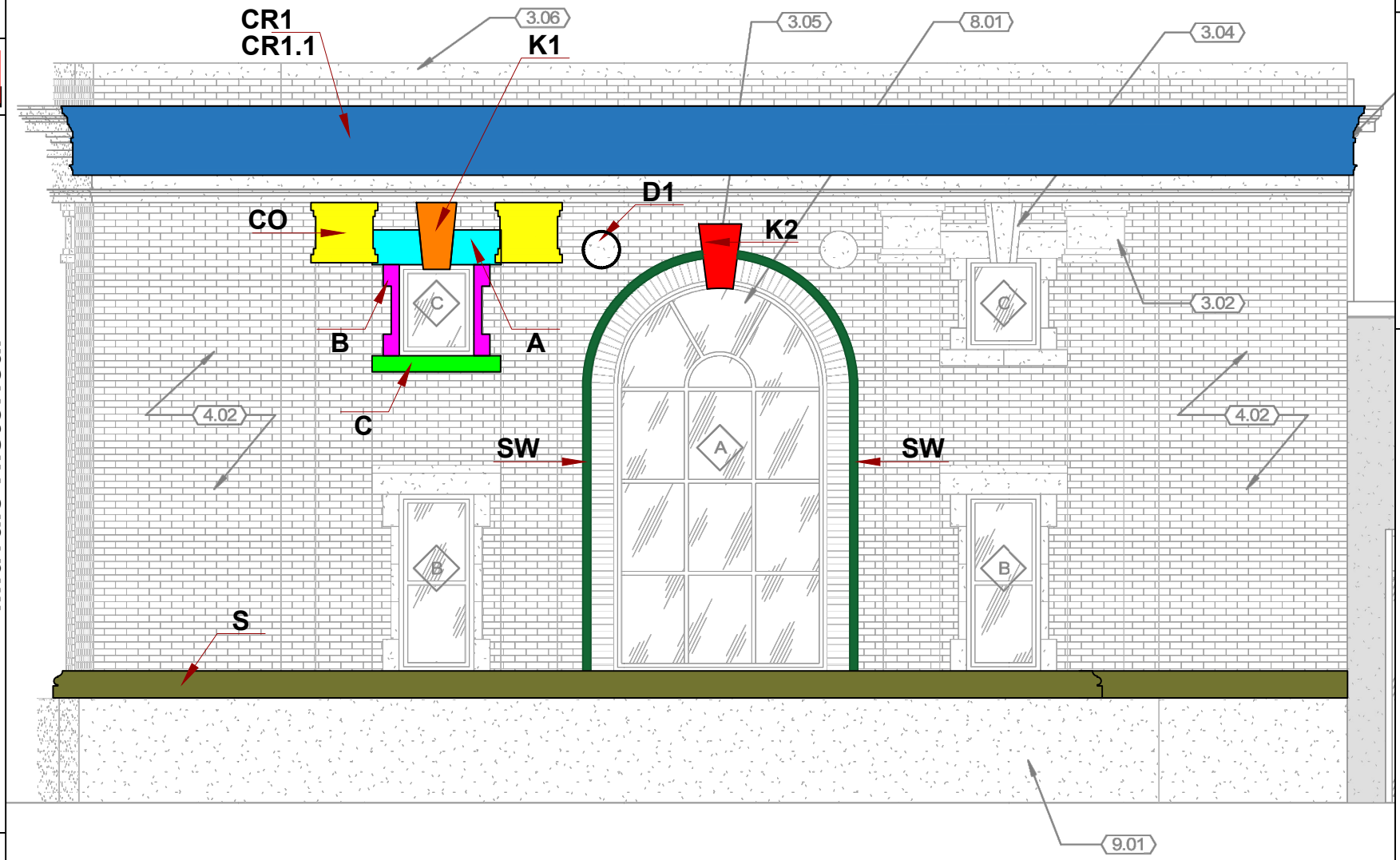
DATE 07/12/2023

REVISION 3

BECK-PARTNERS

Midvale Historical

NEW CAST STONE
LIGHTWEIGHT LIMESTONE



C1
AE201

EAST ELEVATION

1/4" = 1'-0"

QTY -

ORDER NUMBER E-E

Color: _cc

Material _mm

Finish: _ff

DATE	REVISION
07/12/2023	3

BECK-PARTNERS

Midvale Historical

NEW CAST STONE
LIGHTWEIGHT LIMESTONE

Verify

Side View

Front View

K1

Verify

Section

Front View

K2

Verify

Section

ORDER NUMBER	QTY
K1-K2	-

Color: _cc

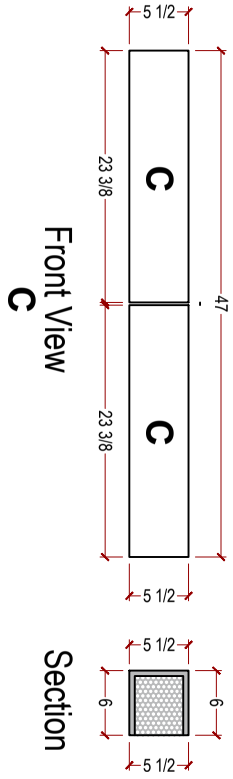
Material _mm

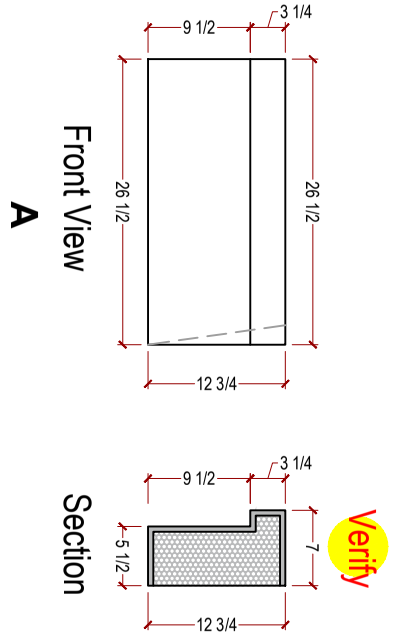
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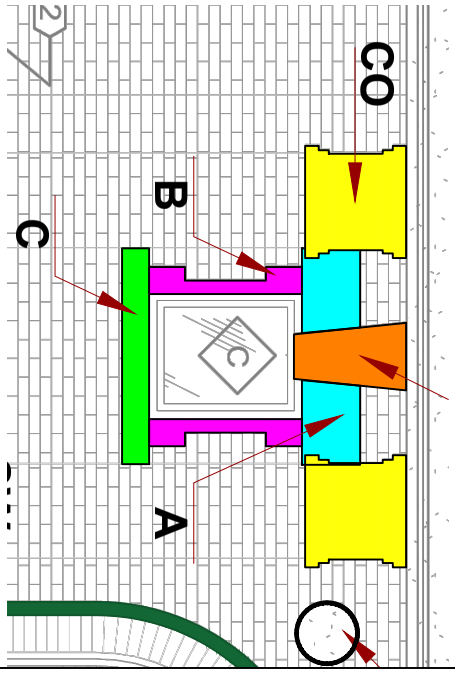
NEW CAST STONE
LIGHTWEIGHT LIMESTONE

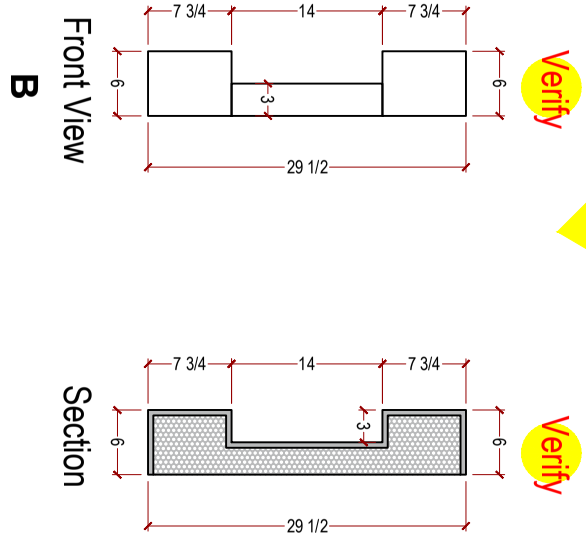
BECK-PARTNERS
Midvale Historical

REVISION	DATE
3	07/12/2023









Color: _cc		ORDER NUMBER	QTY
Material _mm	Finish: _ff	A-B-C	-

BECK-PARTNERS
Midvale Historical

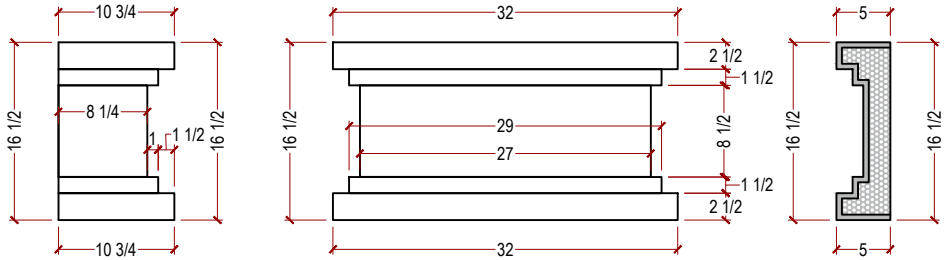
NEW CAST STONE
LIGHTWEIGHT LIMESTONE

REVISION	DATE
3	07/12/2023

ORDER NUMBER	QTY
CO-CR	-

Color: _cc
Material _mm
Finish: _ff

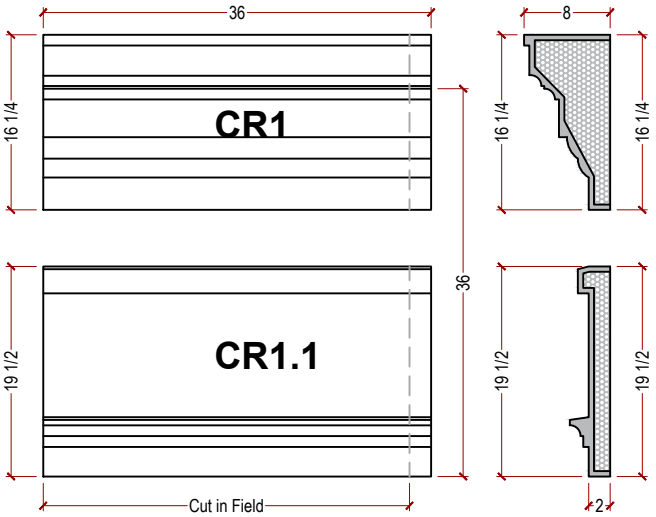
Verify



Side View | Front View | Section

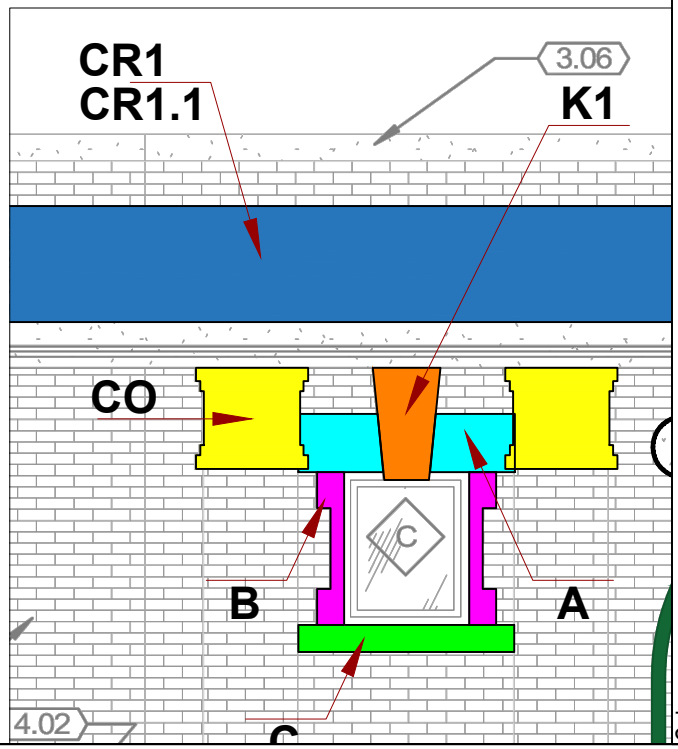
CO

Verify



Front View | Section

CR



DATE 07/12/2023

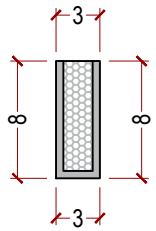
REVISION 3

BECK-PARTNERS

Midvale Historical

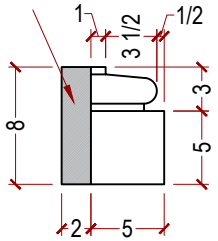
NEW CAST STONE
LIGHTWEIGHT LIMESTONE

Verify

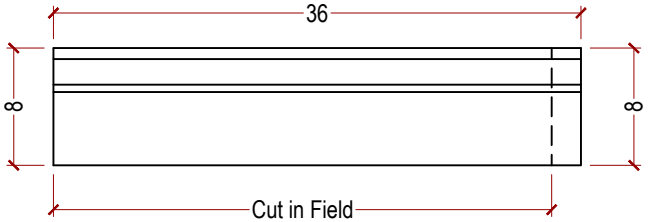


Section
SW

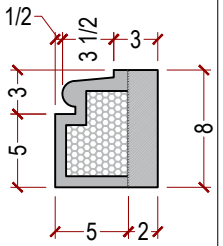
Add 2"
Verify



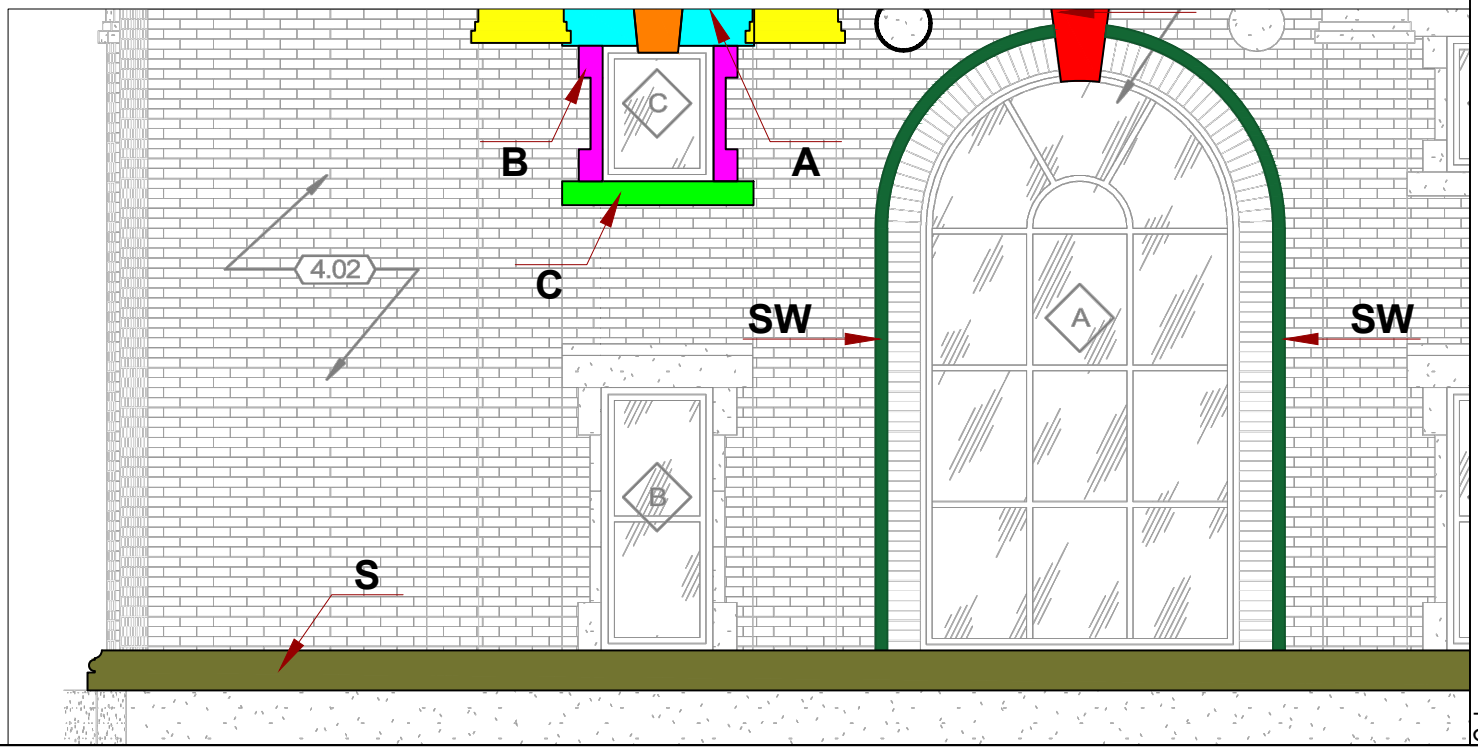
Side View



Front View
S



Section



ORDER NUMBER SW-S

QTY -

Color: _cc

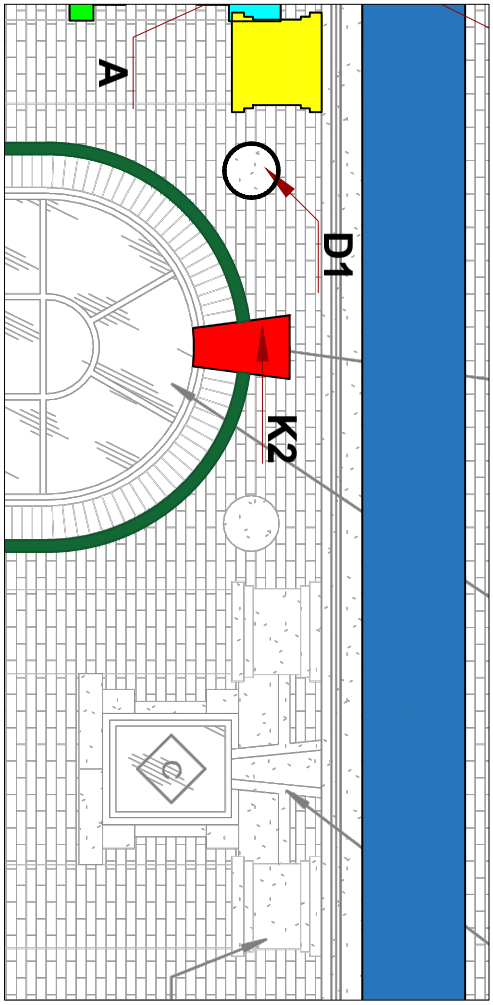
Material _mm

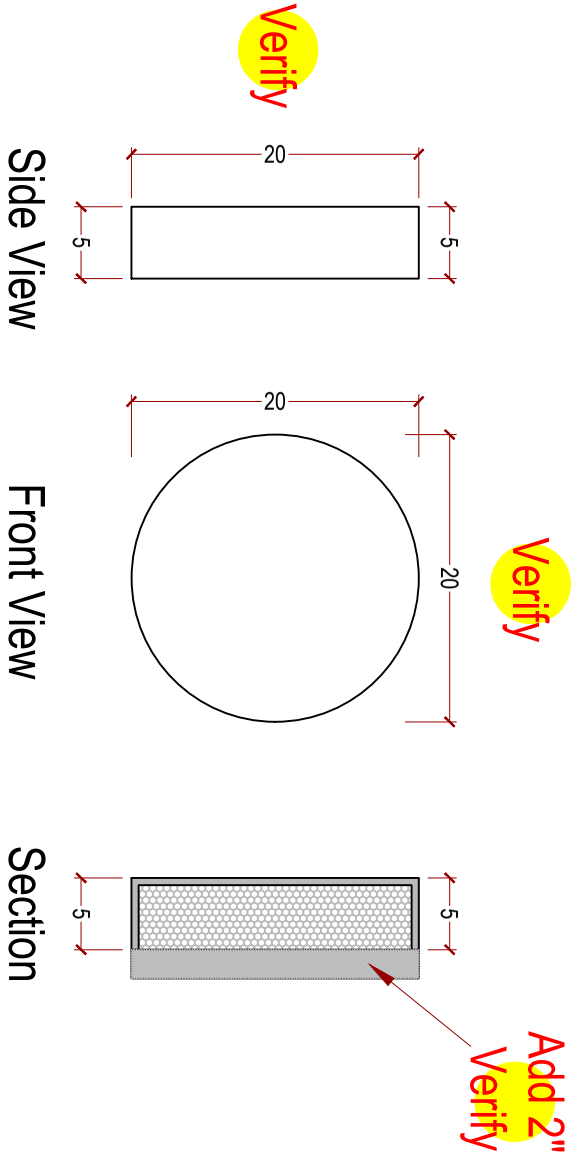
Finish: _ff

NEW CAST STONE
LIGHTWEIGHT LIMESTONE

BECK-PARTNERS
Midvale Historical

REVISION	DATE
3	07/12/2023





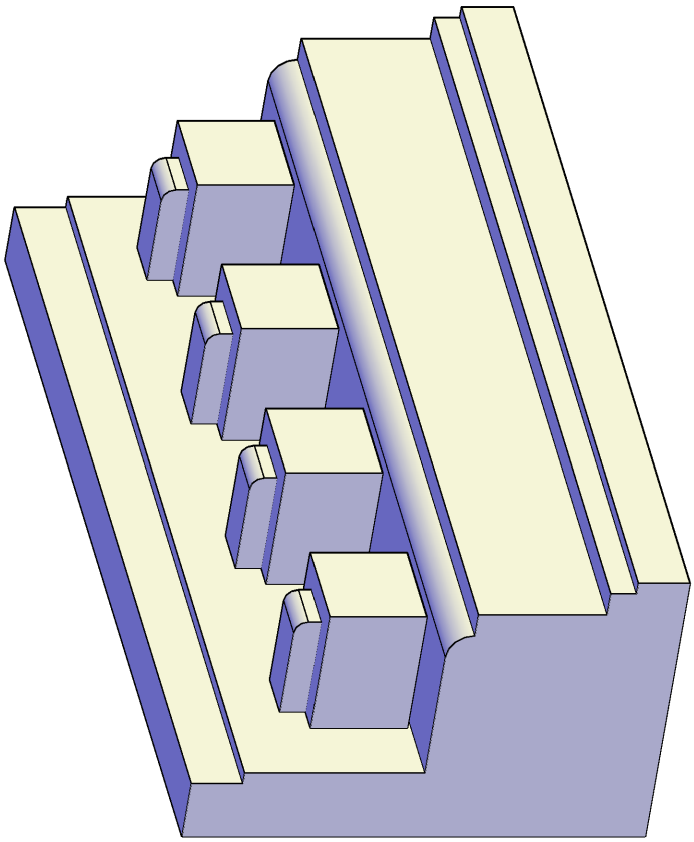
Color: _cc		ORDER NUMBER	QTY
Material _mm	Finish: _ff	D1	-

NEW CAST STONE
LIGHTWEIGHT LIMESTONE

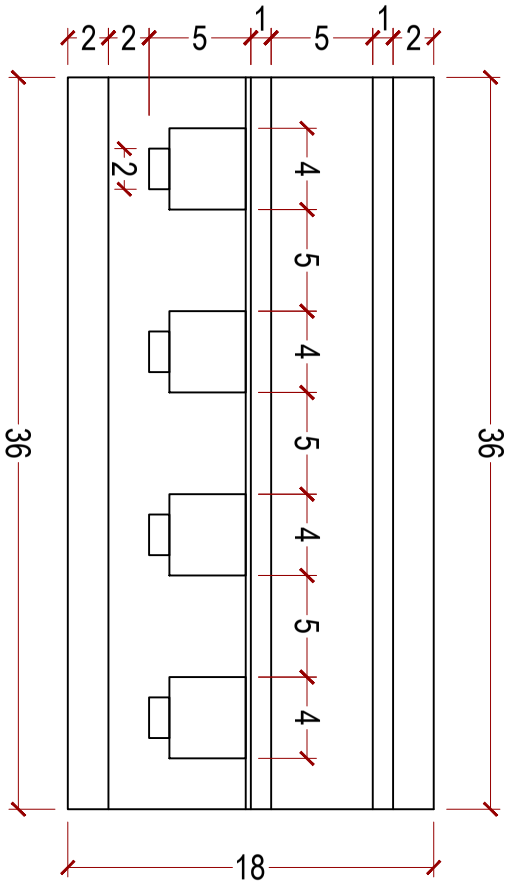
BECK-PARTNERS
Midvale Historical

REVISION	DATE
3	10/24/2023

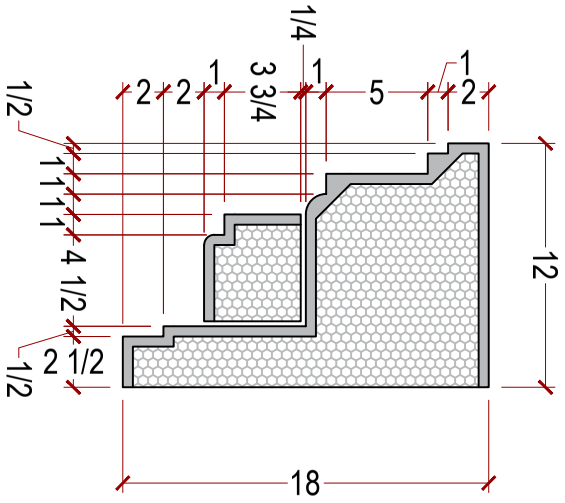
Isometric View



Front View
CR1

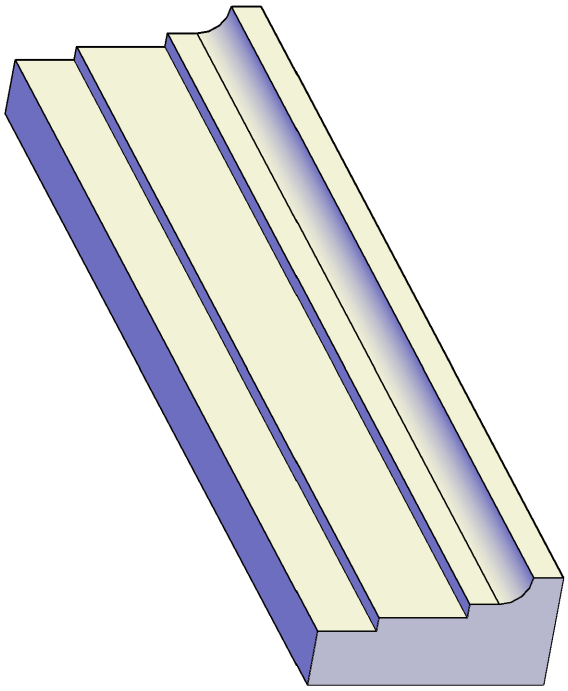


Section

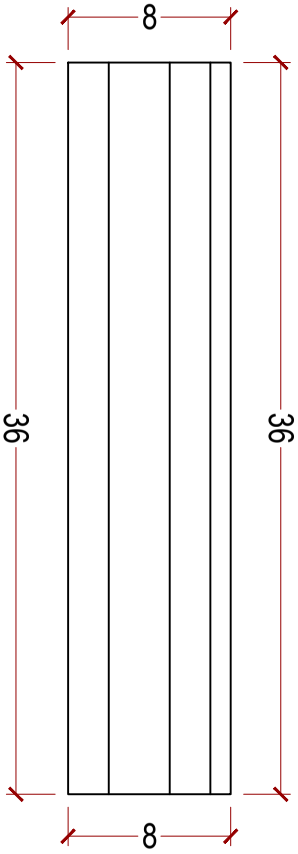


Color: _cc		ORDER NUMBER	QTY
Material _mm	Finish: _ff	CR1	-

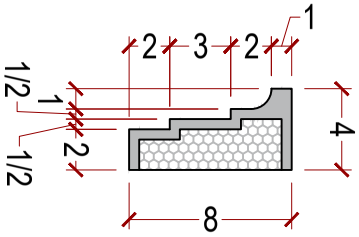
NEW CAST STONE LIGHTWEIGHT LIMESTONE	BECK-PARTNERS Midvale Historical	REVISION	DATE
		3	10/24/2023



Front View
CR2



Section



Color: _cc		ORDER NUMBER	QTY
Material _mm	Finish: _ff	CR2	-

Intermountain Concrete Cutting LLC

3220 W Trifford Place
Salt Lake City, UT 84129-6188

Estimate

10/24/2023	45

Customer
Beck Partners llc Contact Jeff 801-550-8136

Item	Description	Qty	U/M	Rate	Total
Hand Sawing	Project address 7718 S Main Street Midvale, Utah: Saw cut wall opening 18'×10' in CMU And square cut all corners $1900.00	1		1,900.00	1,900.00

Total $1,900.00

intermountainconcretecutting@gmail.com

MONARCH CONSTRUCTION COMPANY LLC
801-573-3080
2267 WEST 4240 SOUTH
Salt Lake City, UT 84129

Prepared For	Estimate Date	Estimate Number
TBD TBD TBD	10/11/2023	0000017

Description	Rate	Qty	Line Total
Level and fill top of building including material	$10,500.00	1	$10,500.00
brick installation labor and material included	$28.00	400	$11,200.00

Subtotal	21,700.00
Tax	0.00
Estimate Total (USD)	$21,700.00

QUOTE

PRICE VALID FOR 30

Hagen Concrete Cutting
P.O Box 877
Draper, Utah 84020

Dave (801) 554-1895
Jeremiah (801) 230-3018

Job Manager	Company		Job Address	Date
April Harrison	The West End		7718 Main St Midvale Utah	10/17/2023

Qty	Description	Total
	Price to cut a 16’ x 9’ opening in 8” block wall	$3,000.00
	Price to remove and haul off	$2,500.00
	Total	$5,500.00

Notes: Minimum trip charge $500 per trip
If there are any questions on this quote please contact Jeremiah (801) 230-3018.

Thank you for your business!

Hagen Concrete Cutting P.O. Box 877, Draper, Utah 84020 Phone (385) 474-6244
corporate@hagenconcretecutting.com

Supreme Plaster, LLC.

ESTIMATE

2297 West 200 North
Provo, UT 84601
(801) 404 1707

Bill To

Tate Harrison

Estimate # 129

Estimate Date 09/27/2023

DESCRIPTION	AMOUNT
Lime plaster, concrete look on 2 sides of the building with the entry door, as mentioned. Job site, 7718 S main Midvale	5,500.00
TOTAL	**$5,500.00**

Gmail Jeff Beck <jeffbeck84@gmail.com>

7718 s main Midvale

Tate Harrison <tateharrison@me.com> Wed, Oct 25, 2023 at 9:42 AM
To: caitlin@koblecompany.com, Jeff Beck <jeffbeck84@gmail.com>
Cc: Tate Harrison <tateharrison@me.com>, April Harrison <aprilharrison1@gmail.com>

Luis has added additional work to cover area.

From Luis via text message:

I count the 150 sq ft of face on the bid,
It's only the extra 300 sq ft,
It's about $ 4500.00

Tate Harrison
www.thewestend.me

801.520.1356

CONFIDENTIALITY NOTICE - This e-mail transmission, and any documents, files or previous e-mail messages attached to it, may contain information that is confidential or legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that you must not read this transmission and that any disclosure, copying, printing, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender by telephone or return e-mail and delete the original transmission and its attachments without reading or saving in any manner.

Begin forwarded message:
[Quoted text hidden]

129-Tate-Harrison (1).pdf
42K

EPIC WINDOWS AND DOORS - PROVO

2880 SOUTH 305 WEST

SALT LAKE CITY UT 84115

Phone: 801-226-6901 Fax: 999-999-9999

Customer Quote

Short Form Totals Only

QUOTE EXPIRES

N/A

QUOTE DATE

Quote Not Ordered

BID BY

PRICE BOOK

Price Book 2023

CREATED

10/11/2023

alyssa@epicwd.com

PK # 297

Customer Information:

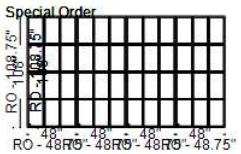
Phone: Fax:

Delivery Information:

Phone: Fax:

QUOTE #	STATUS	CUSTOMER PO#	DATE PRINTED
2616429	None		10/13/2023 15:55 PM
CUSTOMER JOB NAME	TERMS	QUOTE NAME	PROJECT NAME
		Midvale Bank	Jeff Beck

Line #	Room ID	Quantity	Overall RO	Overall Frame
100	None Assigned	1	192 3/4" X 108 3/4"	192" X 108"



* Units viewed from exterior.

(A1) WSET Rectangle 3-1/4 - (A2) WSET Rectangle 3-1/4 - (A3) WSET Rectangle 3-1/4 - (A4) WSET Rectangle 3-1/4 - Standard Mulls

(A1)-Pinnacle Clad Black Direct Glaze Rectangle 3-1/4 Complete Unit LoE 366 IG (2604 Powder) (Setup (Standard))(Glass Stop Profile: Contemporary)(FD: 48 x 108)(Pine Species)(Black Spacer) (Tempered Glass)(Tubes)(No Brickmould)(Rigid Nail Fin)(1-1/4" Putty WDL Short w/Inner Bar) (Putty WDL Interior Profile)(Colonial Pattern 3W4H)(Energy Star: No Zones Met)(CW-PG50-FW) Performance Data:(U-Value: 0.33)(SHGC: 0.21)(VT: 0.45)(CR: 50)

(A2)-Pinnacle Clad Black Direct Glaze Rectangle 3-1/4 Complete Unit LoE 366 IG (2604 Powder) (Setup (Standard))(Glass Stop Profile: Contemporary)(FD: 48 x 108)(Pine Species)(Black Spacer) (Tempered Glass)(Tubes)(No Brickmould)(Rigid Nail Fin)(1-1/4" Putty WDL Short w/Inner Bar) (Putty WDL Interior Profile)(Colonial Pattern 3W4H)(Energy Star: No Zones Met)(CW-PG50-FW) Performance Data:(U-Value: 0.33)(SHGC: 0.21)(VT: 0.45)(CR: 50)

(A3)-Pinnacle Clad Black Direct Glaze Rectangle 3-1/4 Complete Unit LoE 366 IG (2604 Powder) (Setup (Standard))(Glass Stop Profile: Contemporary)(FD: 48 x 108)(Pine Species)(Black Spacer) (Tempered Glass)(Tubes)(No Brickmould)(Rigid Nail Fin)(1-1/4" Putty WDL Short w/Inner Bar) (Putty WDL Interior Profile)(Colonial Pattern 3W4H)(Energy Star: No Zones Met)(CW-PG50-FW) Performance Data:(U-Value: 0.33)(SHGC: 0.21)(VT: 0.45)(CR: 50)

(A4)-Pinnacle Clad Black Direct Glaze Rectangle 3-1/4 Complete Unit LoE 366 IG (2604 Powder) (Setup (Standard))(Glass Stop Profile: Contemporary)(FD: 48 x 108)(Pine Species)(Black Spacer) (Tempered Glass)(Tubes)(No Brickmould)(Rigid Nail Fin)(1-1/4" Putty WDL Short w/Inner Bar) (Putty WDL Interior Profile)(Colonial Pattern 3W4H)(Energy Star: No Zones Met)(CW-PG50-FW) Performance Data:(U-Value: 0.33)(SHGC: 0.21)(VT: 0.45)(CR: 50)

* This product is a Special Order Unit. See performance and pricing messages at the end of this report.

Line #	Room ID	Quantity	Overall RO	Overall Frame
200	None Assigned	2 field mull		

Quote Comments:

Disclaimer:

SUB-TOTAL:	$10,216.62
LABOR:	$0.00
FREIGHT:	$204.33
SALES TAX:	$761.14
TOTAL:	$11,182.10

Messages:

* This Windsor Window Co. product was manufactured per request as a non-standard product that is not a Performance Grade rated product (air/water/structure). Windsor makes no claims that this product will perform according to any such ratings. The insulated glass ratings (UV and Thermal Rating) will apply per the AAMA and NFRC label affixed at time of delivery.

* As a Special Order Unit, this line must be approved by the manufacturer before accurate pricing will be displayed. If you are unsure of the status, please check with your dealer / manufacturer before giving the quote to your customer.

* Units meeting Egress size conform to 2018 IRC Section R310.2 Egress requirements; Local codes may differ. Customer is responsible to confirm units meet all applicable requirements.

Submitted By: _____ Date: _____

Accepted By: _____ Date: _____

We appreciate the opportunity to provide you with this quote!

VALLEY GLASS SALT LAKE, LLC
26 EAST 800 SOUTH
Salt Lake City, UT 84111-4104

PH:(801) 534-1908 FAX:(801) 531-8273

Contractor License: 244090-5501
Federal Tax ID: 83-2668941

Remit To: Valley Glass Salt Lake, LLC, PO Box 142, OGDEN, UT 84402

P/O#:

Taken By: CarlS
Installer:
SalesRep: HOUSE ACCOUNT

Cust State Tax ID:
Cust Fed Tax ID:
Ship Via:

Adv. Code: GOOGLE

Quote: Q10186459
Date: 10/13/2023
Time: 03:44 PM

Bill To: Cash Sales

The West End.ME
7718 Main St.
MIDVALE, UT 84047

Sold To: Cash Sales

The West End.ME
7718 Main St.
MIDVALE, UT 84047

Qty	Part Number	Description	List	Disc%	Sell	Total
1	COMMERCIAL	Dark Bronze 2450 Exterior Storefront W/1" SN-68/Clear Insulated Frames & Doors Installed	$39,636.14	0	$39,636.14	$39,636.14

CSR: BretH

Sales Rep ID: Flat Glass

GLASS CARE LINK

https://view.com/sites/default/files/documents/GANA-cleaning-procedures-01-0116.pdf

PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE!

"Thanks for supporting your local Glass Company"

Instructions:
Here is the quote you requested. Lead Time is 4 to 5 Weeks. Please conatact me if you have any questions.

Thanks, Carl

Due on receipt

Total:

Sub Total: $39,636.14

Tax: $0.00

Total: $39,636.14

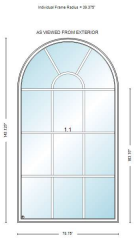
On Behalf Of: Epic Windows & Doors/Park City
Address: 3511 South 300 West
Salt Lake City, UT 84115
Phone: 435-645-7747
Contact: Zack Phillips
Email: zach@epicwd.com
Address: 6443 N Business Loop Rd
Suite E
Park City, UT 84098
Phone: 435-645-7747
Mobile: 509-361-8583



KOLBE
WINDOWS & DOORS
We're for the visionaries.™

Quote 1237742C: MIDVALE BANK rev 2
Project: Jeff Beck
Printed: 9/8/2023 2:27:38 PM

Line	Label	UOM	Quantity	Cubic Feet
001	ROUND 1 sash set	EA	(1)	65.06



Scaled to Fit

Rough Opening:
79 1/4" X 143 5/8"

Frame Size:
78 3/4" X 143 1/8"

Unit Dimension:
78 3/4" X 143 1/8"

*** Unit ***
URT (Assy 1)

Ultra Half Circle CS/AW Picture

*** Unit ***
Unit 1.1: EXTRD SASH, MATCH XL CRANK OUT PROF, SS

*** Glass ***
Unit 1.1: SOLAR LOW-E GLASS

Unit 1.1: TEMP GLS

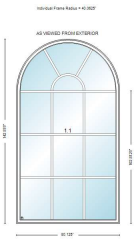
*** Lite Divisions ***
Unit 1.1: PDL, SUNBURST, OPEN HUB, 3W3H1R2S, 1 3/8" Bars, BVLD BARS - EXTERIOR

*** Species-Finish-Color ***
Unit 1.1: 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, MIDNIGHT EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, 3-1/4" JAMBS

Due to manufacturing procedures, all radius components will have fingerjoints.

Line	Label	UOM	Quantity	Cubic Feet
002	ROUND 2 sash set	EA	(1)	66.08



Scaled to Fit

Rough Opening:
80 5/8" X 143 3/8"

Frame Size:
80 1/8" X 142 7/8"

Unit Dimension:
80 1/8" X 142 7/8"

*** Unit ***
URT (Assy 1)

Ultra Half Circle CS/AW Picture

*** Unit ***
Unit 1.1: EXTRD SASH, MATCH XL CRANK OUT PROF, SS

*** Glass ***
Unit 1.1: SOLAR LOW-E GLASS

Unit 1.1: TEMP GLS

*** Lite Divisions ***
Unit 1.1: PDL, SUNBURST, OPEN HUB, 3W3H1R2S, 1 3/8" Bars, BVLD BARS - EXTERIOR

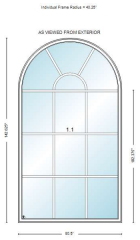
*** Species-Finish-Color ***
Unit 1.1: 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, MIDNIGHT EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, 3-1/4" JAMBS

Due to manufacturing procedures, all radius components will have fingerjoints.

For warranty information please click this link or visit https://www.kolbewindows.com/resources/warranties

003 ROUND 3 sash set EA (1) 66.28



Scaled to Fit

Rough Opening:
81" X 143 1/8"

Frame Size:
80 1/2" X 142 5/8"

Unit Dimension:
80 1/2" X 142 5/8"

*** Unit ***
URT (Assy 1)

Ultra Half Circle CS/AW Picture

*** Unit ***
Unit 1.1: EXTRD SASH, MATCH XL CRANK OUT PROF, SS

*** Glass ***
Unit 1.1: SOLAR LOW-E GLASS

Unit 1.1: TEMP GLS

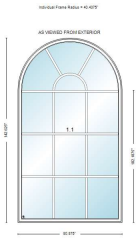
*** Lite Divisions ***
Unit 1.1: PDL, SUNBURST, OPEN HUB, 3W3H1R2S, 1 3/8" Bars, BVLD BARS - EXTERIOR

*** Species-Finish-Color ***
Unit 1.1: 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, MIDNIGHT EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, 3-1/4" JAMBS

Due to manufacturing procedures, all radius components will have fingerjoints.

004 ROUND 4 sash set EA (1) 66.59



Scaled to Fit

Rough Opening:
81 3/8" X 143 1/8"

Frame Size:
80 7/8" X 142 5/8"

Unit Dimension:
80 7/8" X 142 5/8"

*** Unit ***
URT (Assy 1)

Ultra Half Circle CS/AW Picture

*** Unit ***
Unit 1.1: EXTRD SASH, MATCH XL CRANK OUT PROF, SS

*** Glass ***
Unit 1.1: SOLAR LOW-E GLASS

Unit 1.1: TEMP GLS

*** Lite Divisions ***
Unit 1.1: PDL, SUNBURST, OPEN HUB, 3W3H1R2S, 1 3/8" Bars, BVLD BARS - EXTERIOR

*** Species-Finish-Color ***
Unit 1.1: 70% FLRPOLYMR EXT SASH, 70% FLRPOLYMR EXT FRAME, MIDNIGHT EXT, UNFINISHED INT SASH, UNFINISHED INT FRAME

*** Casing-Jambs-Trim ***
Unit 1.1: NO CASING, NO SILL NSG, 3-1/4" JAMBS

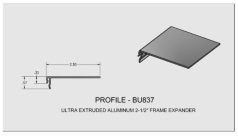
Due to manufacturing procedures, all radius components will have fingerjoints.

For warranty information please click this link or visit https://www.kolbewindows.com/resources/warranties

005 frame expander EA (1) 0.00

*** Unit ***
ALUMINUMEXTRUSION (Assy 1)

Aluminum Extrusion



Scaled to Fit

*** Extrusion Component Parts ***
Unit 1.1: BU837 FRAME EXPANDER 2-1/2" ULT PROF, 70% FLRPOLYMR FINISH, MIDNIGHT, CUT LENGTH IN INCHES = 120, QTY = 10

For warranty information please click this link or visit https://www.kolbewindows.com/resources/warranties

Notes / Totals / Signature

Total Quantity: 5	Total Cubic Feet: 264.01	Total Perimeter Feet: 1,783.00	Sub-Total*:	$37,820.50
			Total Tax:	$2,817.63
			Total Freight:	$1,512.82
			Total Labor:	$0.00
			Total Amount:	$42,150.95

Total Amount includes Kolbe and/or Non-Kolbe lines if applicable

Signature: _____ Date: _____

Purchase Order: _____



Printed By: Zack Phillips

Created: 9/8/2023

For warranty information please click this link or visit https://www.kolbewindows.com/resources/warranties

CWS LLC

3511 SOUTH 300 WEST

SALT LAKE CITY UT 84115-4355

Phone: 801-685-9200 Fax: 1-866-594-4203

Customer Quote

Short Form Totals Only

QUOTE EXPIRES
9/8/2023

QUOTE DATE
Quote Not Ordered

BID BY

PRICE BOOK
Price Book 2023

CREATED
9/8/2023
zach@epicwd.com

PK # 296

Customer Information:

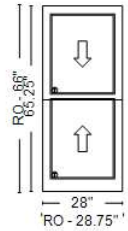
Phone: Fax:

Delivery Information:

Phone: Fax:

QUOTE #	STATUS	CUSTOMER PO#	DATE PRINTED
2594822	None		9/8/2023 14:24 PM
CUSTOMER JOB NAME	**TERMS**	**QUOTE NAME**	**PROJECT NAME**
		J. Beck- Midvale State Bank Building rev 3	J. Beck- Midvale State Bank Building

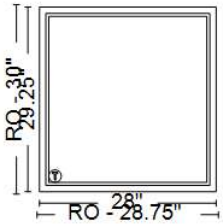
Line #	Room ID	Quantity	Overall RO	Overall Frame
100	Type B	2	28 3/4" X 66"	28" X 65.25"



Pinnacle Clad Black Double Hung XXXX-1 Complete Unit LoE 366 IG 4-9/16 Jamb Ext (Room ID: Type B)(2604 Powder)(Setup (Standard))(Concealed Jambliner)(Glass Stop Profile: Ogee)(FD: 28 x 65.25)(Pine Species)(Black Spacer)(Tempered Glass)(Tubes)(Black Matte Hardware)(No Brickmould) (Rigid Nail Fin)(Full Screen)(Black Screen - Not Applied)(BetterVue)(Energy Star: No Zones Met) (LC-PG35-H) Performance Data:(U-Value: 0.35)(SHGC: 0.2)(VT: 0.46)(CR: 54)

* Units viewed from exterior.

Line #	Room ID	Quantity	Overall RO	Overall Frame
200	Type C	2	28 3/4" X 30"	28" X 29.25"



Pinnacle Clad Black Direct Glaze Rectangle 3-1/4 Complete Unit LoE 366 IG (Room ID: Type C) (2604 Powder)(Setup (Standard))(Glass Stop Profile: Contemporary)(FD: 28 x 29.25)(Pine Species) (Black Spacer)(Tempered Glass)(Tubes)(No Brickmould)(Rigid Nail Fin)(Energy Star: No Zones Met) (CW-PG50-FW) Performance Data:(U-Value: 0.31)(SHGC: 0.25)(VT: 0.58)(CR: 51)

* Units viewed from exterior.

Line #	Room ID	Quantity	Overall RO	Overall Frame
300	2604 black	42		

2380488
Pinnacle Clad Metal & Vinyl Lineal Small Clad Frame Expander 1 7/8in | 2604 BLACK | 14ft Lineal



Quote Comments:

Disclaimer:

SUB-TOTAL:	$3,078.92
LABOR:	$0.00
FREIGHT:	$123.16
SALES TAX:	$229.38
TOTAL:	$3,431.45

Messages:

* Units meeting Egress size conform to 2018 IRC Section R310.2 Egress requirements; Local codes may differ. Customer is responsible to confirm units meet all applicable requirements.

Submitted By: _____ Date: _____

Accepted By: _____ Date: _____

We appreciate the opportunity to provide you with this quote!

EPIC WINDOWS AND DOORS - PROVO

2880 SOUTH 305 WEST

SALT LAKE CITY UT 84115

Phone: 801-226-6901 Fax: 999-999-9999

Customer Quote

Short Form Totals Only

QUOTE EXPIRES

N/A

QUOTE DATE

Quote Not Ordered

BID BY

PRICE BOOK

Price Book 2023

CREATED

10/11/2023

alyssa@epicwd.com

PK # 297

Customer Information:

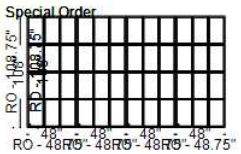
Phone: Fax:

Delivery Information:

Phone: Fax:

QUOTE #	STATUS	CUSTOMER PO#	DATE PRINTED
2616429	None		10/13/2023 15:55 PM
CUSTOMER JOB NAME	TERMS	QUOTE NAME	PROJECT NAME
		Midvale Bank	Jeff Beck

Line #	Room ID	Quantity	Overall RO	Overall Frame
100	None Assigned	1	192 3/4" X 108 3/4"	192" X 108"



* Units viewed from exterior.

(A1) WSET Rectangle 3-1/4 - (A2) WSET Rectangle 3-1/4 - (A3) WSET Rectangle 3-1/4 - (A4) WSET Rectangle 3-1/4 - Standard Mulls

(A1)-Pinnacle Clad Black Direct Glaze Rectangle 3-1/4 Complete Unit LoE 366 IG (2604 Powder) (Setup (Standard))(Glass Stop Profile: Contemporary)(FD: 48 x 108)(Pine Species)(Black Spacer) (Tempered Glass)(Tubes)(No Brickmould)(Rigid Nail Fin)(1-1/4" Putty WDL Short w/Inner Bar) (Putty WDL Interior Profile)(Colonial Pattern 3W4H)(Energy Star: No Zones Met)(CW-PG50-FW) Performance Data:(U-Value: 0.33)(SHGC: 0.21)(VT: 0.45)(CR: 50)

(A2)-Pinnacle Clad Black Direct Glaze Rectangle 3-1/4 Complete Unit LoE 366 IG (2604 Powder) (Setup (Standard))(Glass Stop Profile: Contemporary)(FD: 48 x 108)(Pine Species)(Black Spacer) (Tempered Glass)(Tubes)(No Brickmould)(Rigid Nail Fin)(1-1/4" Putty WDL Short w/Inner Bar) (Putty WDL Interior Profile)(Colonial Pattern 3W4H)(Energy Star: No Zones Met)(CW-PG50-FW) Performance Data:(U-Value: 0.33)(SHGC: 0.21)(VT: 0.45)(CR: 50)

(A3)-Pinnacle Clad Black Direct Glaze Rectangle 3-1/4 Complete Unit LoE 366 IG (2604 Powder) (Setup (Standard))(Glass Stop Profile: Contemporary)(FD: 48 x 108)(Pine Species)(Black Spacer) (Tempered Glass)(Tubes)(No Brickmould)(Rigid Nail Fin)(1-1/4" Putty WDL Short w/Inner Bar) (Putty WDL Interior Profile)(Colonial Pattern 3W4H)(Energy Star: No Zones Met)(CW-PG50-FW) Performance Data:(U-Value: 0.33)(SHGC: 0.21)(VT: 0.45)(CR: 50)

(A4)-Pinnacle Clad Black Direct Glaze Rectangle 3-1/4 Complete Unit LoE 366 IG (2604 Powder) (Setup (Standard))(Glass Stop Profile: Contemporary)(FD: 48 x 108)(Pine Species)(Black Spacer) (Tempered Glass)(Tubes)(No Brickmould)(Rigid Nail Fin)(1-1/4" Putty WDL Short w/Inner Bar) (Putty WDL Interior Profile)(Colonial Pattern 3W4H)(Energy Star: No Zones Met)(CW-PG50-FW) Performance Data:(U-Value: 0.33)(SHGC: 0.21)(VT: 0.45)(CR: 50)

* This product is a Special Order Unit. See performance and pricing messages at the end of this report.

Line #	Room ID	Quantity	Overall RO	Overall Frame
200	None Assigned	2 field mull		

Quote Comments:

Disclaimer:

SUB-TOTAL:	$10,216.62
LABOR:	$0.00
FREIGHT:	$204.33
SALES TAX:	$761.14
TOTAL:	$11,182.10

Messages:

* This Windsor Window Co. product was manufactured per request as a non-standard product that is not a Performance Grade rated product (air/water/structure). Windsor makes no claims that this product will perform according to any such ratings. The insulated glass ratings (UV and Thermal Rating) will apply per the AAMA and NFRC label affixed at time of delivery.

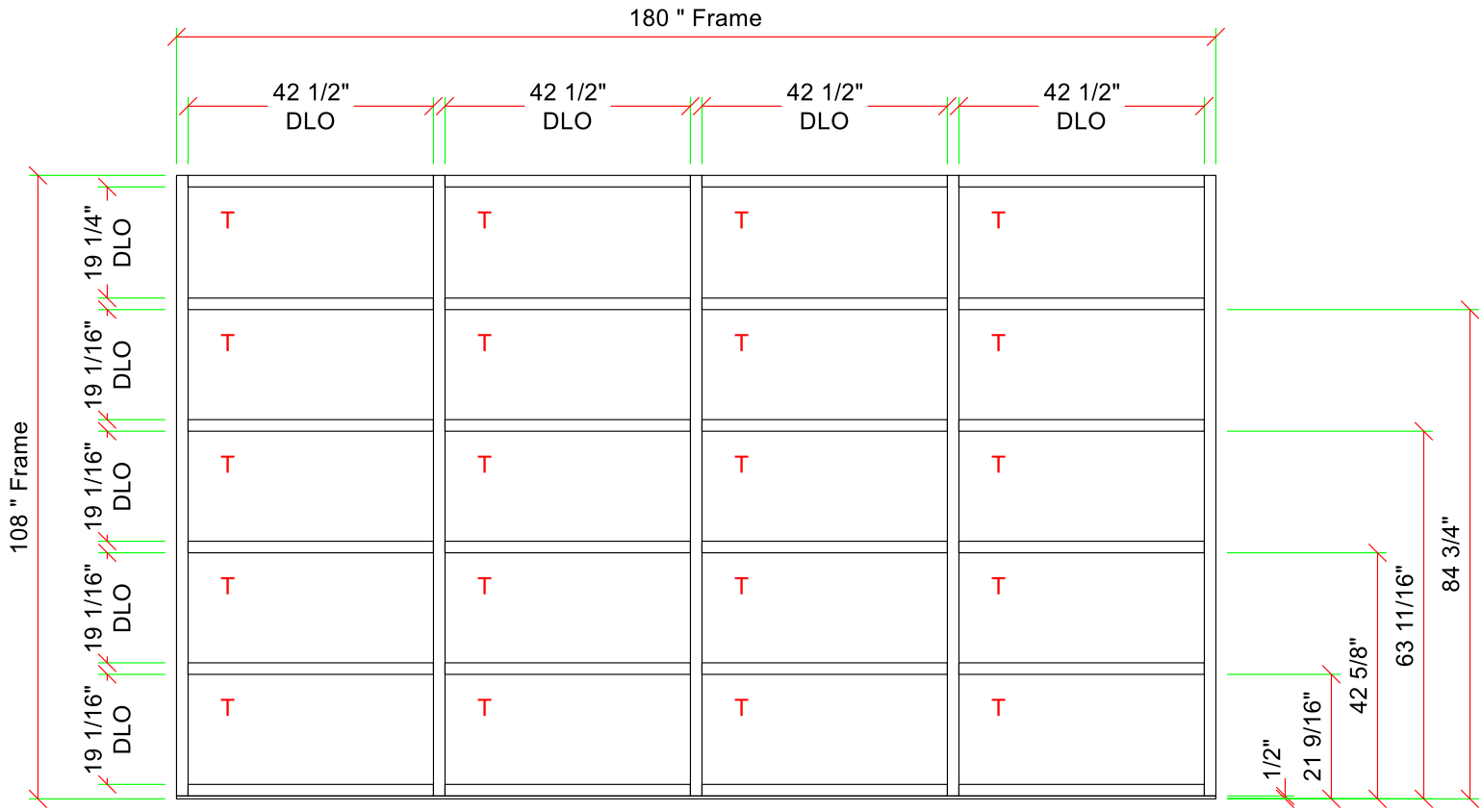
* As a Special Order Unit, this line must be approved by the manufacturer before accurate pricing will be displayed. If you are unsure of the status, please check with your dealer / manufacturer before giving the quote to your customer.

* Units meeting Egress size conform to 2018 IRC Section R310.2 Egress requirements; Local codes may differ. Customer is responsible to confirm units meet all applicable requirements.

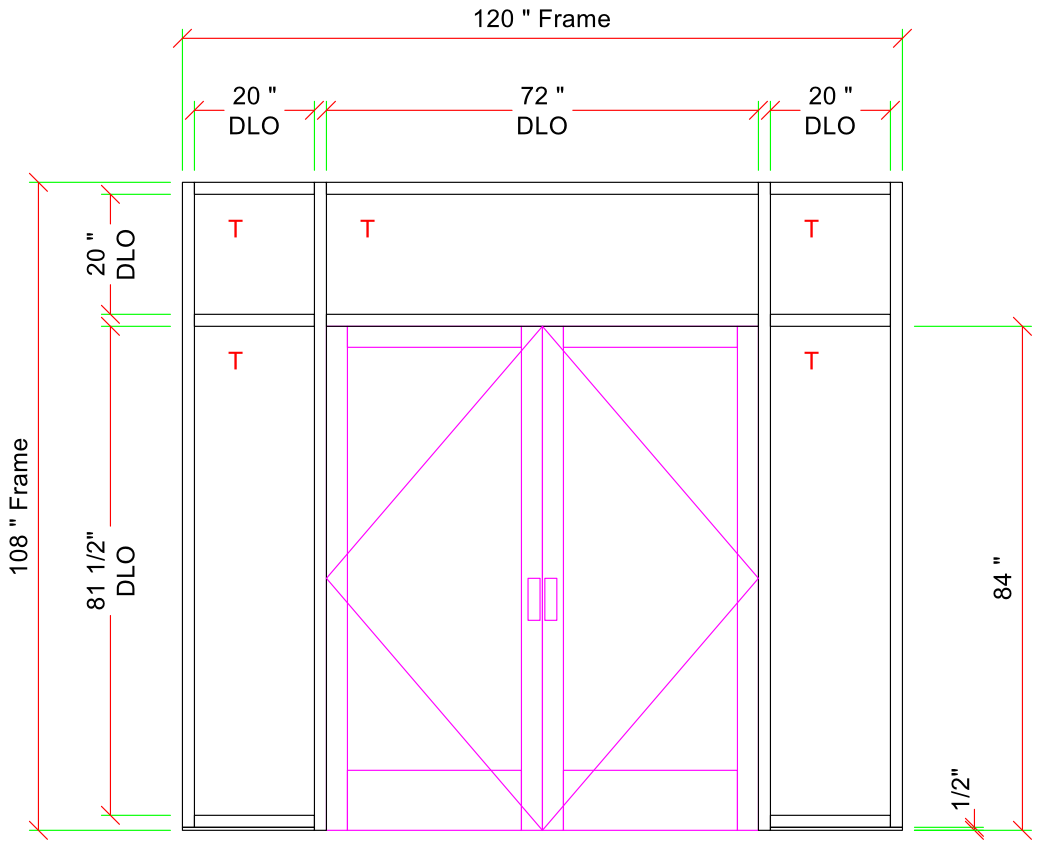
Submitted By: _____ Date: _____

Accepted By: _____ Date: _____

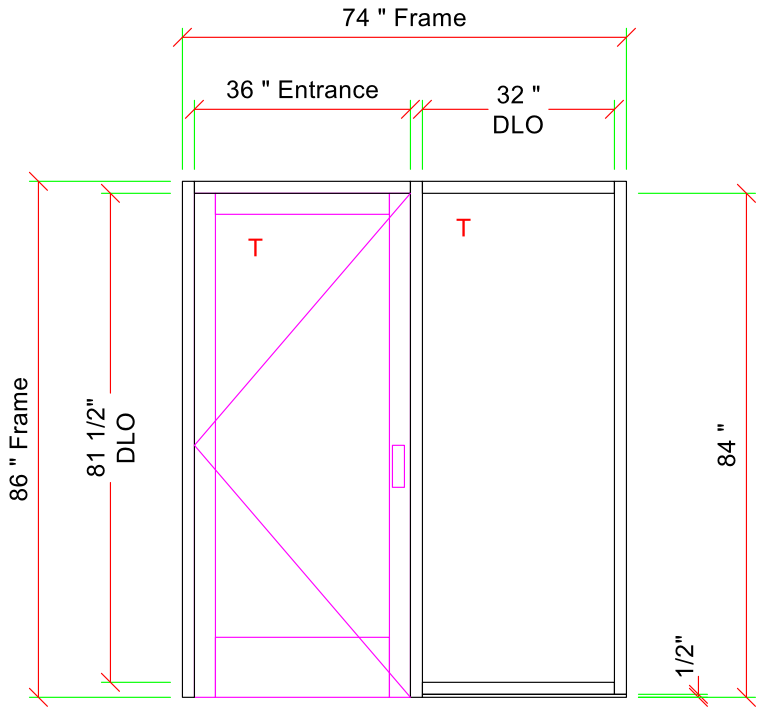
We appreciate the opportunity to provide you with this quote!



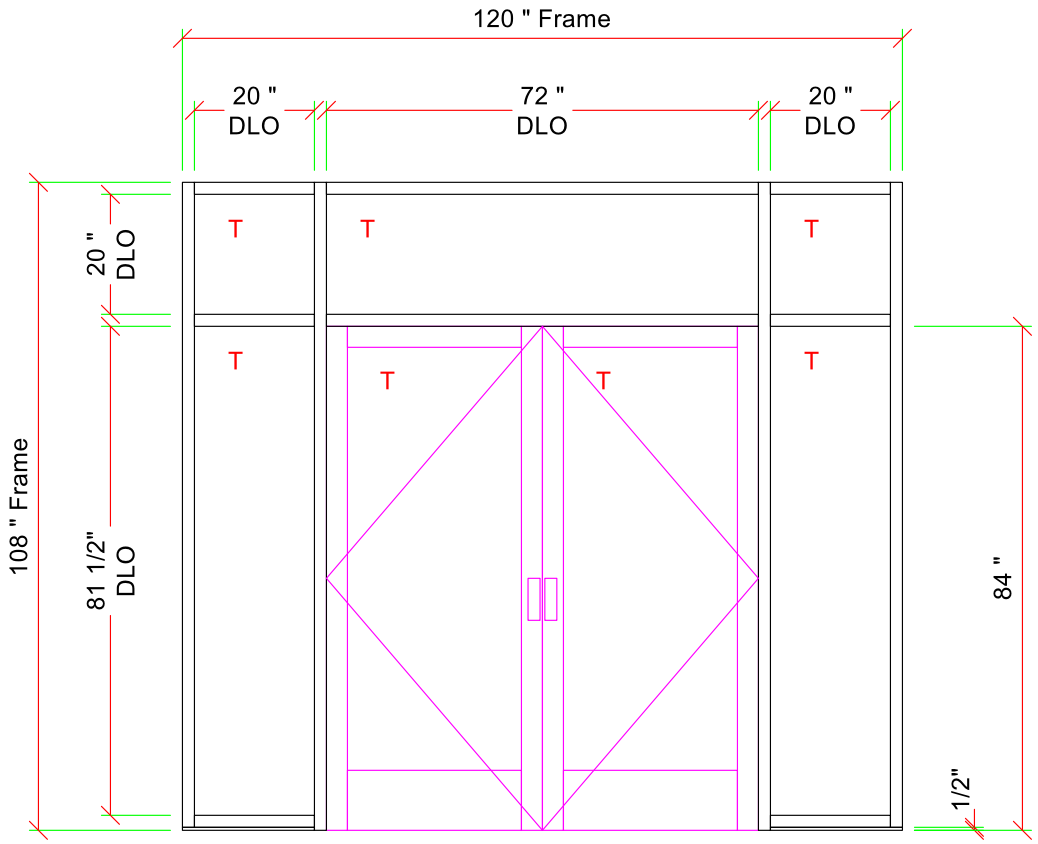
Sample - 1 - 001 - Dtl. A (1 Thus)
Frame: (Bronze) 2450 : 1in gl : 2in. Framing : Center - Outside Glaze Storefront



Sample - 2 - 002 - Dtl. B (1 Thus)
Frame: (Bronze) 2450 : 1in gl : 2in. Framing : Center - Outside Glaze Storefront



Sample - 3 - 003 - Dtl. C (1 Thus)
Frame: (Bronze) 2450 : 1in gl : 2in. Framing : Center - Outside Glaze Storefront



Sample - 4 - 004 - Dtl. D (1 Thus)
Frame: (Bronze) 2450 : 1in gl : 2in. Framing : Center - Outside Glaze Storefront

Woodcraft
A BURTON LUMBER COMPANY

1170 SOUTH 4400 WEST, SLC, UTAH 84104
Office (801) 952-3863, Fax (801) 952-3900.
Web site: BurtonLumber.com

ORDER #

Date	10/23/2023
Customer:	Beck & partner
Address	
Job Name:	
Contact:	
Door Style:	2000
Panel Info:	raised
Sticking:	apllied
Glazing:	clear
Hinge spec	4.5 bb
Written by:	CODY

0323 ECAT

E Cat #	Stab Quantity	SGL = SINGLE or DBL = DOUBLE	DOOR LOCATION OR NUMBER	WOOD SPECIES	DOOR THICKNESS	WIDTH	HEIGHT	HANDING	INT= INTERIOR EXT=EXTERIOR	JAMB MATERIAL	JAMB WIDTH	T-HOLD (MILL/BRZ/ADA)	LOCK & STRIKE SPEC.	NOTES	PRICE	TOTAL
			EXTERIOR													
2000	2	dbl		Poplar - Paint Grade	2-1/4	3/6	9'0		ext	Poplar - Paint Grade	6 5/8				$ 5,501.83	$ 5,501.83
	####		SUB-TOTAL												$ -	$ 5,501.83

OTHER NOTES

Woodcraft recommends that all Exterior 8/0 doors and larger use a multi point lock

Ecat Version 0323

ADDERS			
QTY.			$ -
QTY.			$ -
QTY.			$ -
QTY.			$ -
QTY.			$ -
QTY.			$ -
QTY.			$ -
	SUBTOTAL		$ 5,501.83
	TAX (SLC 7.75%)		$ 418.14
	LOCAL DELIVERY FEE		$ 75.00
	TOTAL		$ 5,994.97

This estimate is provided as a service to our Customers and is for budget purposes only. Contractor/Finish Carpenter to provide accurate material list for production and shipping purposes. No guarantee or representation is made, that the quantities shown are sufficient to complete this project. Prices are good until the expiration date listed above or thirty days form this quotation date if no other expiration date is listed. The lead time above is an estimate only. A more precise lead time will be issued upon receipt of Customer's signed proposal and all accompanying CAD/Shop Drawings. Please visit www.burtonlumber.com for warranty and definitions of standard specifications. All material are produced to order and are non-returnable.

I HAVE REVIEWED THIS PROPOSAL AND THE INDIVIDUAL DOOR SPECIFICATIONS AND ACCEPT THE TERMS BY WOODCRAFT.

Customer acceptance _____ Date _____

Bid Proposal

Jim Luttmer

Masonry Masters

801-819-6449

October 16, 2023

Midvale Bank

- Tooth and brick for parapet wall sections and new brick veneer as per plans with existing block wall section on east side of building with modular brick installation, includes all labor and materials…….$8000.00

*Please let me know about the precast installation, it would be benefitial to get it done while on the job.

*Bid includes all labor and materials.

*Please call with any questions 801-819-6449.

RDA Program Manager Assessment

Property Address: 7718 Main St., Midvale, UT 84047
Applicant: Jeff Beck (7718 Main Street LLC)

I. Completeness of Grant Application

I have assessed the completeness of the application and supporting documentation. Overall, the application is complete based on the following considerations:

1. A completed application, which includes a written scope of work:
    a. New opening for entry, including structural updates needed
    b. Brick Repair
    c. New architectural elements that would have appeared on buildings from the same period.
    d. New entry door
    e. New windows
2. Current photos of the property to be improved.
3. Schematics.
4. Two written cost estimates:
    a. Both the addition for architectural elements and the associated concrete work have only one estimate. The reason for this is that the expertise needed for the construction and installation of architectural elements is considered specialized. In addition, the plaster work required for the installation of the architectural elements came recommended by the vendor who is doing the specialized work.

II. Fulfillment of Program Objectives

The grant application was evaluated based on the program objectives outlined, which are as follows:

1. **Provide a Noticeable Contribution to Main Street's Revitalization Efforts:**

    These improvements will take place in one of the most prominent buildings on Main Street. Situated at the corner of Main Street and Center Street, this building is one of the first things passersby and visitors see as they enter the Main Street area from the South. This improvement will contribute to the attraction of much-needed tenants on this street, activating what is currently a vacant and blighted building. The property owner's objective for these improvements is to attract a restaurant as a tenant, playing a key role in activating the street.

2. **Be Consistent with the Aspirational Character of and Vision for Main Street:**

    The restoration of the brick and the installation of architectural elements that existed on buildings from the same time period will directly contribute to the look and feel we hope

to have on Main Street. Due to its high visibility, this building plays a key role in setting the tone for the look and feel of the street.

3. **Support and Enhance Pedestrian Accessibility and Be Pedestrian-Oriented:**

   With the intended use of the building being a restaurant, the improvements to this building will contribute to the activation and stimulation of foot traffic along Main Street.

III. Compliance with Eligibility Requirements

The eligibility requirements outlined in the grant guidelines were carefully reviewed for adherence. This project is in compliance with the following eligibility requirements:

- Applicants must be owners or tenants of real property located within the Main Street CDA.
- Property tax payments must be current.
- Business owners must hold a valid business license, if applicable.
- Applicants must possess and provide proof of ownership. If a tenant, proof of ownership must be verified by the building owner, and a copy of the lease agreement provided to the RDA.
- All building materials used in the improvements to the façade must have a minimum certified life of 30 years.
- All buildings must have commercial activity as their primary purpose, including, but not limited to, traditional retail, specialty shops, services, restaurants and bars, live entertainment, cultural venues, and galleries. Mixed-use buildings will be considered in commercial buildings, provided the commercial use is located on the ground level.
- All improvements must comply with current City zoning and building codes.

IV. Recommendations

Based on the assessment, I recommend approval of the grant application for the East and South Facing Facades on the property located at 7718 Main Street. The recommended funding for this project is $75,000, which is the maximum available for buildings located on corner lots, not to exceed 50% of the total cost of the project. Based on the funds provided and the prominence of the building, I recommend an easement for a term of 10 years.

REDEVELOPMENT AGENCY OF MIDVALE CITY

Meeting Date: December 6, 2023

ITEM TYPE: Action

SUBJECT: Consider **Resolution No. 2023-22RDA** authorizing the Chief Administrative Officer to enter into an agreement between the Redevelopment Agency of Midvale City and LeMonde Studio Inc. for the design and construction of festival lighting on Midvale Main.

SUBMITTED BY: Kate Andrus, RDA Program Manager

CITIZEN'S AGENDA: The Redevelopment Agency of Midvale City Board of Directors will consider an agreement between the Redevelopment Agency of Midvale City and LeMonde Studio Inc. for the design and construction of festival lighting on Midvale Main.

SUMMARY:

In March of 2023, the Redevelopment Agency received grant funding for the installation of festival lighting along Midvale Main through the Salt Lake County Tourism, Recreation, Culture and Convention (TRCC) Support Program. On October 17, 2023, the RDA Board adopted the findings and recommendations of the Urban Streetscape and Lighting Design Study, which provided a 10% concept design for festival lighting.

On October 2, 2023, a request for proposals was posted on the U3P website with a deadline of October 19, 2023, to submit. The request went out to over 4,000 vendors, and a total of 6 vendors attended the mandatory pre-bid meeting. Unfortunately, staff did not receive any proposals due to concerns over inadequate funding to cover the cost of routing the required power supply to Main Street, in addition to the cost of design and installation of the festival lights.

After speaking with Rocky Mountain Power, Agency staff has decided to work with Rocky Mountain Power independently of this funding source to provide the needed power supply. As a result, the selected vendor will only be responsible for providing the coordination services needed with Rocky Mountain Power, as required for this project.

On October 19, 2023, a new request for proposals was posted on U3P for a period of ten days, as required by Midvale Municipal Code 3.02.120. Due to the short turnaround time for proposals, no proposals were submitted. As a result, staff entered into an informal bidding procedure whereby 4 quotes were obtained.

After reviewing the qualifications, past work, budget and schedule, Agency staff recommends entering into the attached design-build agreement with LeMonde Studio Inc. Agency Staff believes that Le Monde Studio Inc. provides the required expertise to design and fabricate the desired festival lighting along Midvale Main while infusing their unique flair for interactive art and sustainable energy solutions. In addition, LeMonde Studio Inc.'s proposal includes a cost breakdown within budget and

provided the shortest timeline with a start date of December 7, 2023 and a completion date of April 6, 2024.

LeMonde Studio Inc. as part of the attached design-build agreement will be responsible for providing the following services:

- Shall maintain an overall budget of $387,700 for the cost of the project. This shall include all labor, materials, equipment and services provided to complete the design and build of the festival lights on Midvale Main.
- Shall develop a visually captivating and creative lighting design plan for the festival lights that shall be submitted to the Agency for approval. Upon approval the Agency and LeMonde Studio Inc. shall execute an amendment to the agreement setting forth the terms of the agreement based on the design.
- Upon the execution of the Design-Build Amendment, LeMonde Studio Inc. shall prepare Construction Documents and provide the service required for the fabrications, procurement and installation of the festival lights.
- LeMonde Studio Inc. shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under the Contract.
- LeMonde Studio Inc. shall provide regular inspections and quality control checks conducted to ensure the highest standards of workmanship.
- LeMonde Studio Inc. shall have all work completed and funds expended prior to July 1, 2024.

Other key terms of the attached design-build agreement include:

- The Agency shall compensate LeMonde Studio Inc. for their work in monthly progress payments based on project completion, not to exceed $387,700.
- All work shall be performed in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
- LeMonde Studio Inc. warrants to the Agency that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise.

FISCAL IMPACT:

The overall budget for this project is $387,700. The TRCC Support Program is providing $200,000 as a reimbursement grant. The remaining $187,700 will be funded by the Main Street CDA budget.

RECOMMENDED MOTION:

“I move that we suspend the rules and pass Resolution No. 2023-22RDA authorizing the Chief Administrative Officer to enter into an Agreement between the Redevelopment Agency of Midvale City and Le Monde Studio Inc. for the design and construction of festival lighting on Midvale Main”

Attachments:
Resolution No. 2023-22RDA
LeMonde Studio Proposal
Festival Lighting Design-Build Agreement

THE REDEVELOPMENT AGENCY OF MIDVALE CITY, UTAH
RESOLUTION 2023-22RDA

A RESOLUTION AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND LEMONDE STUDIO INC. FOR THE DESIGN AND CONSTRUCTION OF FESTIVAL LIGHTING ON MIDVALE MAIN.

WHEREAS, the Redevelopment Agency of Midvale City (the "Agency") was created by the Midvale City Council to conduct business and exercise powers under the Utah Redevelopment Agencies Act; and

WHEREAS, on November 17, 2015, the Agency adopted Resolution 2015-13RDA approving theCDA Project Area Plan for the Midvale Main Street CDA Project Area; and

WHEREAS, on May 16, 2023, the Redevelopment Agency entered into a grant agreement for funding through the Salt Lake County Tourism, Recreation, Culture and Convention (TRCC) Support Program for the installation of festival lighting along Midvale Main;

WHEREAS, on October 17, 2023, the Agency adopted Resolution 2023-16RDA adopting the Midvale Main Street Concept Plan, which provided key strategies of urban design and lighting; and

WHEREAS, The Agency believe that the design and installation of festival lighting along Midvale Main will transform the street into a much-needed public space that plays a vital role in the economic and social lives of the surrounding community; and

WHEREAS, the Agency went through the proper procurement process, whereby the Agency received 4 bids and has selected LeMonde Studio Inc. as the qualified vendor; and

WHEREAS, The Agency finds that LeMonde Studio Inc. has demonstrated expertise in the field, offering a unique flair for interactive art and sustainable energy solutions, with a proposal that aligns with the budget and provides the shortest timeline for completion; and

WHEREAS, the Agency and the awarded vendor, LeMonde Studio Inc., are prepared to enter into an agreement for the design and construction of festival lighting on Midvale Main.

NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY, that the Board of Directors does hereby authorize the chief administrative officer to execute an agreement with LeMonde Studio Inc. for the design and construction of festival lighting on Midvale Main.

Passed and Adopted by the Redevelopment Agency of Midvale City Board of Directors, State of Utah, this 6th day of December, 2023.

_____
Marcus Stevenson
Chief Administrative Officer

_____
Matt Dahl
Executive Director

ATTEST:

_____

Rori L. Andreason, MMC
Secretary

Voting by the RDA Board	"Aye"	"Nay"
Quinn Sperry	____	____
Paul Glover	____	____
Heidi Robinson	____	____
Bryant Brown	____	____
Dustin Gettel	____	____

From: Nicolas Synnott <Nicolas@lemondestudio.com>
Sent: Monday, November 13, 2023 11:29 PM
To: Kate Andrus <kandrus@midvale.com>
Cc: Nate Rockwood <nrockwood@midvale.com>
Subject: RE: Package

Hi Kate and Nate,

Thanks again for your time, and I'm sorry about the delay. My team and I have been going back and forth on this project. I think it is a great project, but it must be done correctly. I sat down with my production director for 3 hours today and looked at various scenarios; he feels confident with the following.

In terms of budget, this is what we are looking at. This includes everything (insurance, design, site checks, etc.).

ITEM	**COST**
Structure	$ 157,000.00
Electronic	$ 25,000.00
Engineering	$ 13,000.00
Build	$ 128,000.00
Transport	$ 18,000.00
Gobo	$ 36,000.00
Admin and Service	$ 9,500.00
Total	**$ 386,500.00**

In terms of timeline, we are looking at the following.

Site Check	Dec 8th
Design	Dec 24th
Design Approval	Jan 8th
Production	Jan 12th
QA	March 1st
Testing	March 4th
Build	March 30th
Launch	April 6h

Please see our references here: https://we.tl/t-udZSqiJ9w5 (we are happy to provide more as needed).

Work sample (I already sent you some NDA examples and examples like the Cleveland Columns and Atlanta bus stations): https://we.tl/t-TD9QF1PwpB

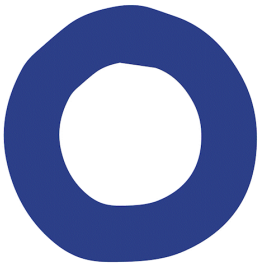
Team Resumé - https://we.tl/t-aKt7e6PCax

Cover Letter - https://we.tl/t-Vdn8j2un7s

Please note that we rush this. I hope we can go through the warranty and maintenance schedule in the contract phase. As stressed before, we need to start working on this ASAP. I want to make sure we get to this stage of the conversation sooner than later.

Let me know if you need anything else or have any questions. I would love to schedule a call this week to discuss the next steps.

Cheers
Nick



Nicolas Synnott
COO | Managing Partner
C +27 076 858 3067
Nicolas@LeMondestudio.com
LeMondestudio | LeMondestudio.com

LeMonde studio

LeMonde Studio stands as a visionary force propelling the entertainment landscape towards a greener future, seamlessly intertwining the realms of art and sensible technology. Our unique approach electrifies each activation, whether powered by human ingenuity or cutting-edge green technology, placing the visitor squarely at the epicenter of an immersive experience. In doing so, we not only create memorable moments but also cultivate community bonds, all while imparting a profound understanding of the intrinsic value of energy.

Our diverse clientele spans public organizations, governments, commercial spaces, and forward-thinking brands, all seeking innovative avenues to meaningfully engage their communities. We recognize the imperative for a pause in the fast-paced rhythm of modern life, offering a sanctuary where individuals can reconnect with their surroundings and each other.

At the heart of our operational philosophy lies the conviction that people are inherently drawn to new emotions and a sense of curiosity. We firmly believe that stagnation has no place in our creative endeavors. Thus, our business model is designed for adaptability, collaborating closely with clients to create an ever-evolving proposition. The modularity of our pieces ensures they can seamlessly transition through seasons or metamorphose into entirely new expressions, defying the constraints of time.

Throughout the entire trajectory of our collaboration, we have consistently demonstrated an unwavering commitment to the success of each project. Emphasizing the importance of on-site assessments and meticulous project analysis, we have endeavored to align ourselves fully with the ethos of each endeavor. After thoughtful consideration, we are confident that our team represents the perfect fit for not only the current project but also its future phases. With a rich tapestry of design and fabrication experience, we bring a harmonious blend of critical analysis and skills to ensure the project receives the attention it rightfully deserves.

Looking ahead, our trajectory is well-defined. Our seasoned team is ready to embark on a comprehensive analysis of the chosen street, offering robust recommendations to optimize your budget and secure enduring investments for the benefit of future generations. We remain steadfast in our belief that, despite the ambitious nature of your goals, success is not only attainable but inevitable—especially when we initiate the working phase in early December, signaling the commencement of a transformative journey that goes beyond mere entertainment, leaving an indelible mark on both the community and the creative landscape.

Thanks

Nicolas Synnott

COO & Managing Partner

LeMonde
studio





LeMonde studio





Sustain, Source, Create, Spark + Harvest Good Energy

September 2023

who is

LeMonde studio

LeMonde Studio is a movement toward greener entertainment combining art and sensible technology.

Electrifying each activation by human power or green tech, we put the visitor at the centre stage of the experience, building community bridges and teaching the actual value of energy.

Our clients are public organizations, governments, commercial spaces and brands looking for new ways to engage with their community and offer them a much-needed break from their fast-paced life.



More than 700
custom-build concepts
in 10-years!



conscience art + immersive experiences

We believe people are always on the lookout for new emotions and curiosity. Nobody wants to see the same piece for 20 years. Whatever how glorious it might be. Our business model revolves around this. We work with our clients on an ever-changing proposition by ensuring our pieces are modular and can evolve throughout the seasons or transform into a new piece with a different look and feel. Our designs are always available for rental, making them much more affordable. We are obviously always happy to work on permanent or semi-permanent projects.

Harvest in the Heritage District!

Town of Gilbert

The Town of Gilbert entrusted us with an exceptional mission – to conceive and execute the first placemaking project in public spaces since 2016. Our team rose to the challenge, leaving no stone unturned to ensure a delightful experience for all.

In the first square, we honed in on the rich Latin heritage, anchoring our activation in the vibrant celebration of Dia de los Muertos. Our creations in this space included a colossal slide guitar, a unique guitar music box, and an imposing arch. Every one of these structures came to life through the rhythmic turning of cranks, accompanied by enchanting music and vibrant lights.



Moving to the second square, we embraced the spirit of the harvest season and Halloween. Here, you'll find a mammoth musical pumpkin, an illuminating photo frame, a range of cozy seating options, and a human-powered music box.

It's worth noting that all these structures operate entirely off the grid and are built with sustainability at their core, echoing the cherished values of our town.

designed to engage











Hip-Hop 50 Boombox

Straight off the heels of a successful Big Apple art installation at Lou Gehrig Plaza, the 161st BID has done it again with an art installation celebrating 50 years of hip-hop in the borough where it all started 50 years ago.

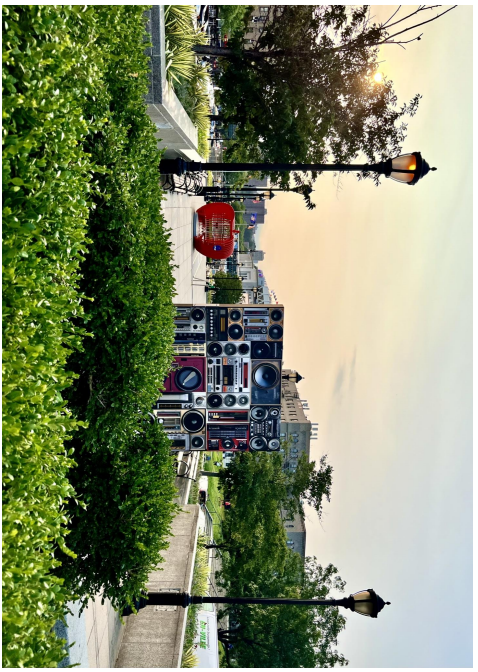
LeMonde Studio has partnered with BID's throughout New York City, but their collaboration with the 161st Street BID has been special. "We have built a strong relationship with the 161st Street BID for the last year," said Nicolas Synnott, COO and Managing Partner at LeMonde Studio. "We are always amazed by the strong positive reactions from the community and how welcoming they are to new projects. The boombox is our homage to hip-hop culture. By turning the crank, the piece lights up, and music comes out of the various speakers. The project is 100% human-powered and sustainable, reflecting our mission and values. We are honoured to help celebrate hip-hop's 50th anniversary in the Bronx."

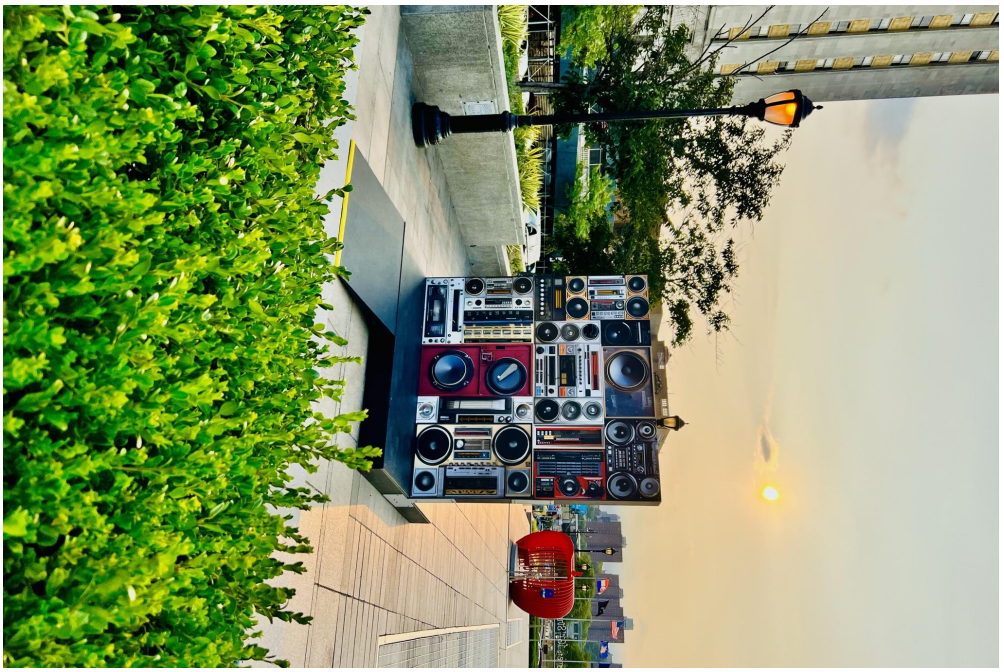


"Bringing an art installation like the boombox to the BID helps bring more eyeballs to our district outside of events at Yankee Stadium and shows love to hip-hop," said Trey Jenkins, Executive Director of the 161st Street. "Throughout the Bronx and the city in general, you have murals that beautify a community, but rarely do you have an interactive art installation in communities in the outer boroughs. We want to change that to bring more people to the 161st Street BID to see something new and cool, which also brings foot traffic to our businesses."

50th anniversary of hip-hop in the Bronx







Dog Island Summer

The City of Long Island Partnership came to us for their yearly summer art program. Their goal was to showcase how the neighbourhood constantly evolves and is slowly becoming a buzzing residential neighbourhood. Our team designed a complete program around the area's impressive number of dog walkers.

Our designers created a giant human-powered fire hydrant, a dog cookie bench, a dog tag showcasing the neighbourhood's most popular dog names, and two human-powered music boxes. Local artists produced all music. Two talented Queen artists also designed the wraps on the two music boxes.



urban themed parks



A music box like you never seen before



Custom bench and giant dog tag.



Two human-powered music boxes.

VivaCity

SXSW

Mandated by Telefilm Canada to build the decor and experiences throughout the Canada House at SXSW, our team stayed true to the Canadian brand and its sustainability efforts while showcasing the unique Canadian balance between creativity, art and immersive entertainment. For the occasion, our team is launching our latest innovation, the Totem, dressed up for the event as a one-of-a-kind palm tree. Based on the location and activation goal, the structure uses various green technologies, including solar panels, motion detection technology and a system of cranks to distribute a refreshing mist to anyone sitting under it. The unit is 100% off-grid and controls the mist level, factoring in the current temperature.



The structure also has lights and speakers activated through the crank, adding to the immersive experience. In addition to our Totem, our team has been busy redesigning some of our all-time favourite products, including several human-powered music boxes, our now-famous Mini Banc-Nana, the Fun-Gi, which took residence last summer at the Jardins de Metis and the always popular, hand-cranked photo booth to make sure each visitors remember their time at the Canada House for a long-time.

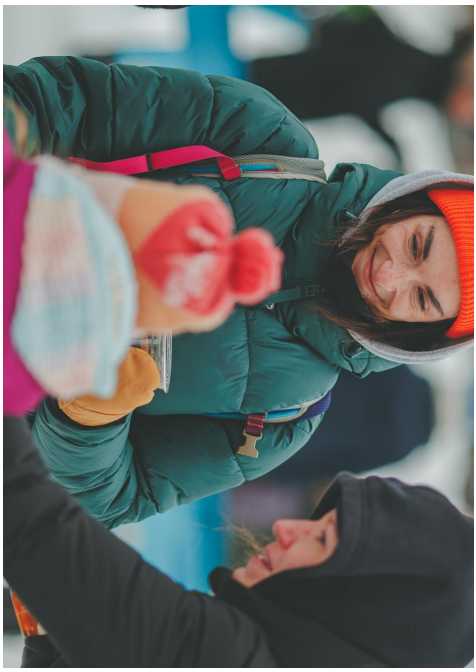
Montréal Boréal

The Canadian Winter is a vast playing field for anyone brave enough to embrace the snow and the cold. Our creative team took that statement to heart and created a festival full of light, music and games. Our team oversaw the entire art direction of the three-day February event. The team also designed the site signage, furniture, games and decor. Our personal favourite was the human-powered musical box track throughout the park, highlighting the work of some of the region's music greats.



Source Good Energy

a festival full of light, music and games



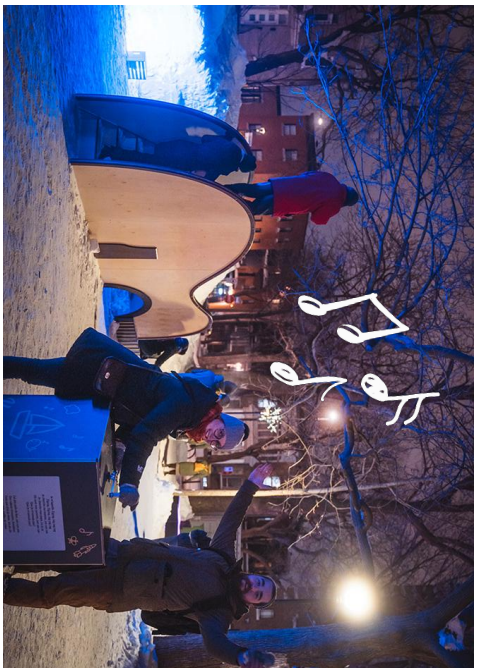


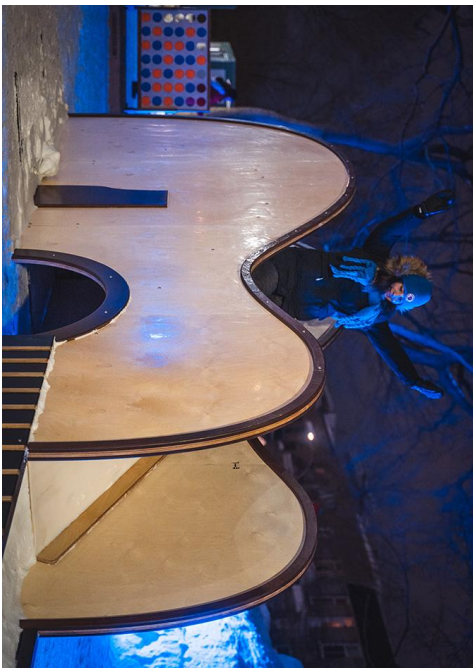


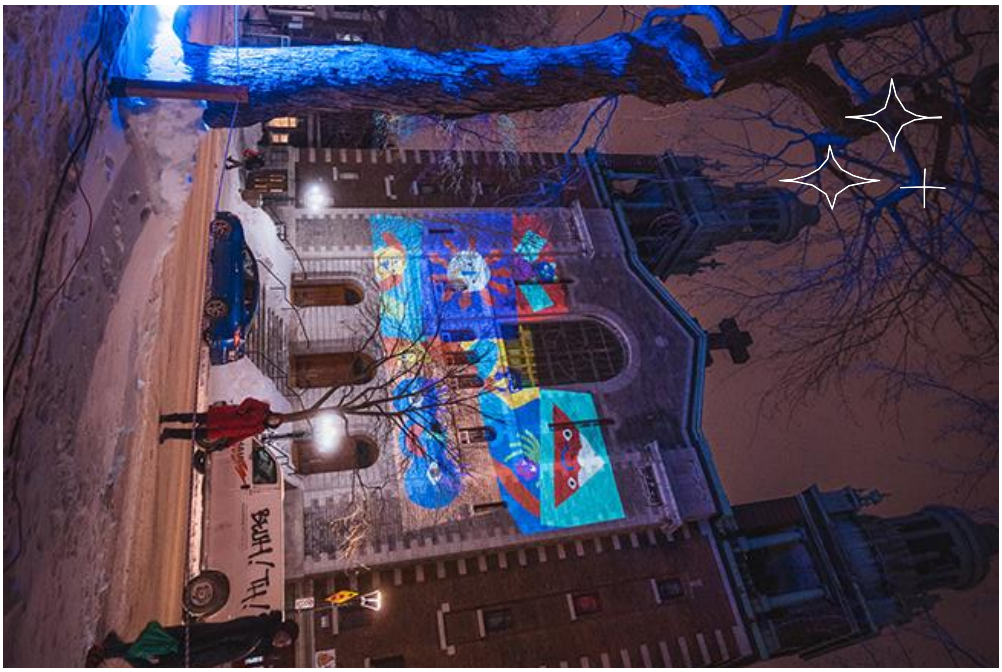




Le Jam du Nord









Inspiring experience, bringing generations together.

Constantly pushing for bigger, better and greener. Just not the apple, we like it red!

The Big Apple

New York City represents so many things to so many people. For some, it is the land of opportunity and productivity. For others, it is all about creativity and inclusivity. For all, New York City is the Big Apple. Our design team wanted to create a unique structure that allows New Yorkers and its millions of visitors to stop and reflect. Thanks to the Hudson Yards Hell's Kitchen Alliance and the Lincoln Square BID for having us during the last two years.



where anything is possible







Harvest Good Energy

Eureka!

Espace pour la vie

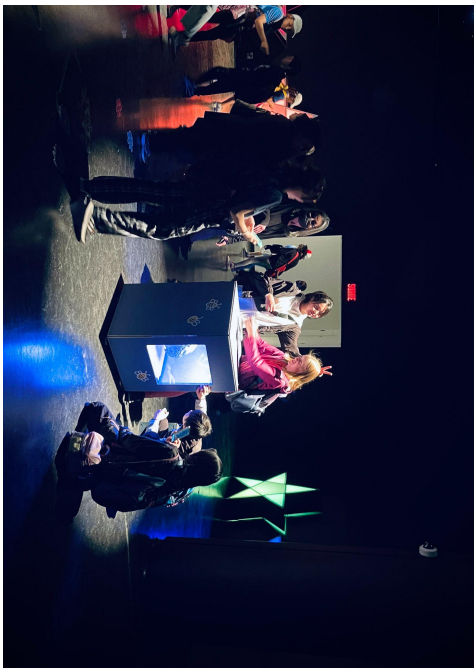
Mandated by *Espace pour la vie* and the City of Montreal, our production team designed two one-of-a-kind experiences. In the first space, we produced a human-powered cellphone charging station. The table has a speaker and six wireless charging ports powered by a custom-built stationary bike. The second experience is centred around three human-powered music boxes, each highlighting different aspects of the biosphere (i.e.Beehive).



Each box projects light and music. When all three boxes are used simultaneously, the music comes together into an original piece. Our team also created a unique atmosphere by producing 5 LED star benches representing the venue logo, a giant pinecone disco ball reflecting the light projections, and a short animation video to take the visitors through the entire experience.

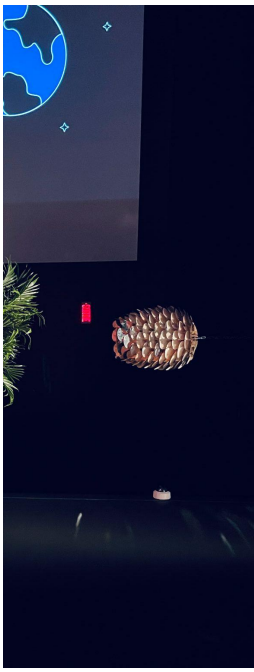
a festival full of energy and learnings









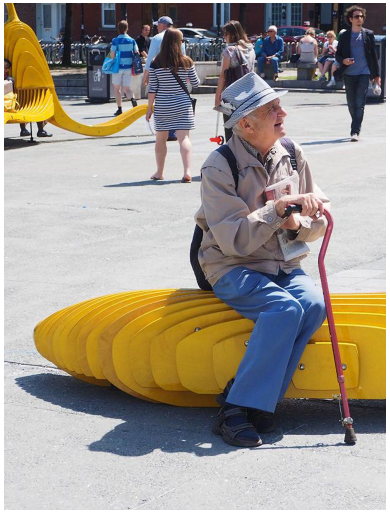




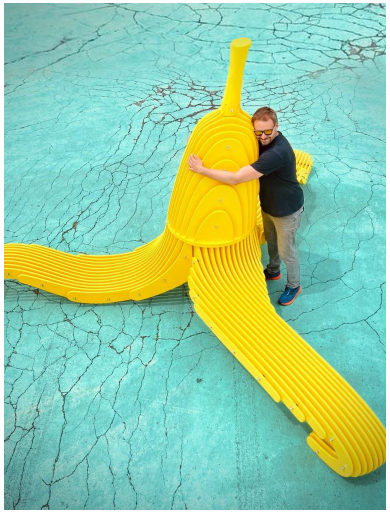
The Banc-Nana

The original design is celebrating ten years. From a simple banana bench to today's urban sustainable mini-park, our Banc-Nana has a little something for everyone. Our current setup includes a giant banana peel bench, a smaller banana bench (which won a Canadian design award), a human-powered music box and two off-grid palm trees combining sound, lights and water. The setup is designed to fight heat islands and climate change while keeping water usage minimum and adapting to the ever-changing weather. The entire structure does not require any electricity.

today's urban sustainable park



A little something for everyone.



Designed to fight heat islands and climate change.

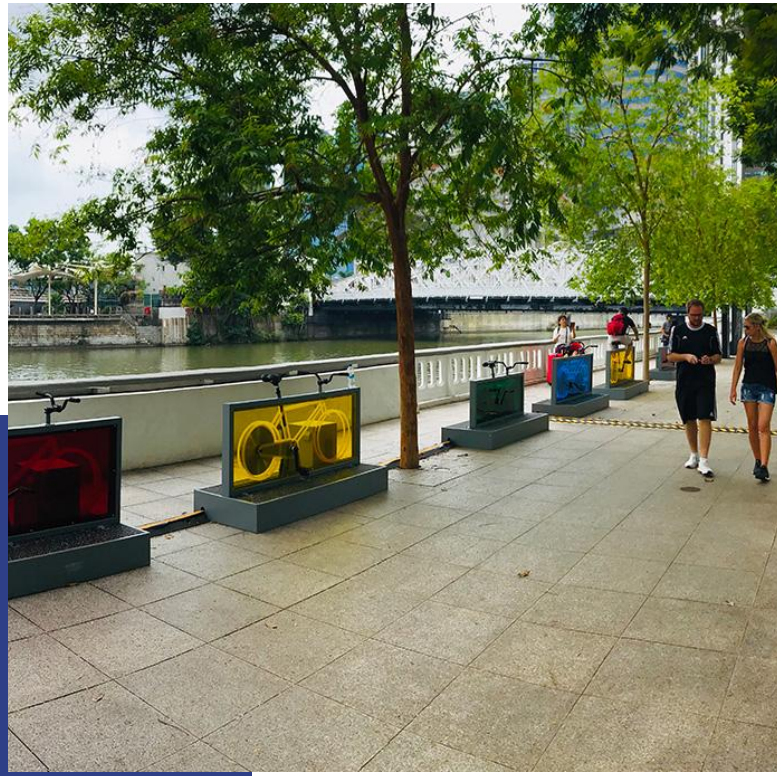


A human-powered music box.

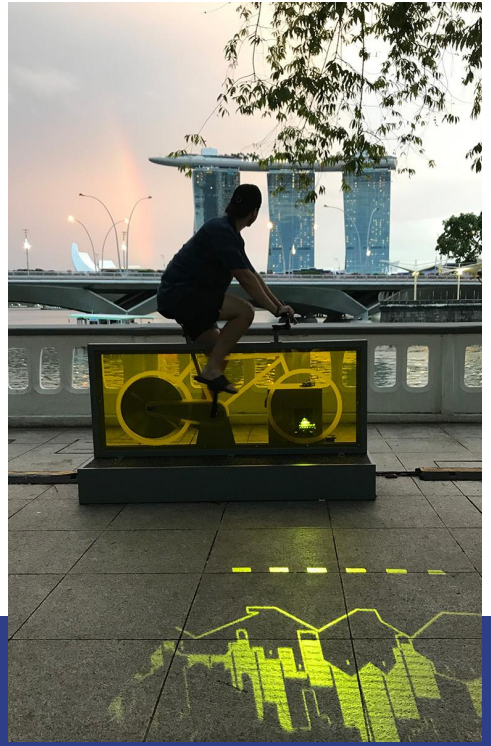
Harvest Good Energy

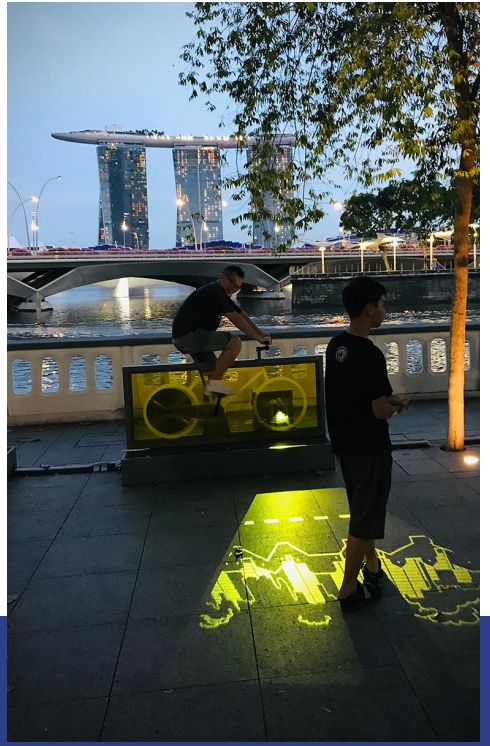
Light Lane

Hired by the National Gallery of Singapore, the mission was cleared, promote cycling, activate the current path and centre the activations around light. Our team set up eight stationary futuristic bikes along the bike path. Each bike projected different shapes and produced a distinct soundtrack. Users were transported to New York City, where they were now couriers. Still today, this activation ranks very high on a favourite list.



promote cycling + centre activation around light







From Burning Man to Singapore, via New York City and Paris!

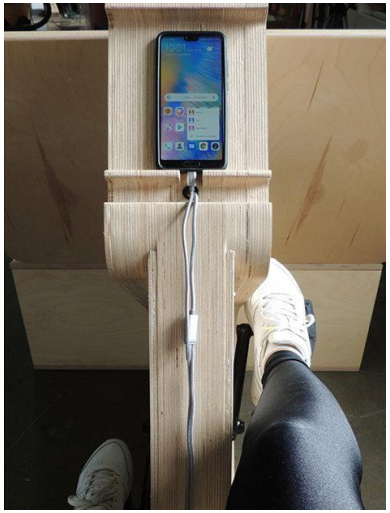
Ask about our 3-year programs and how we can build a unique story over time.

Re_Connect

Airports have to be one of the most chaotic places in the world. Excited adults running late for their planes, kids jumping around and last-minute shopping. It gets exhausting just thinking about it. We designed re_connect with one purpose in mind. Give its users a much-needed break. Easy to set up, the bikes are perfect for conference centres, hotels, transit stations, malls, and many more locations. Each bike has cell phone charging ports and makes a unique sound. When the four bikes are used simultaneously, we can hear the sound of a bushfire deep inside the forest by a creek.



Re-connect, for a much-needed break



Re_charge



Re_lax



Re_connect

Spark Good Energy

Promoting sustainable brand values.

NexGen Grey Cup



Source Good Energy

Mandated to design a one-of-a-kind sponsorship activation, our team focused on making sure each activity throughout the space was engaging and showcased NexGen values (green, cutting-edge technology and community engagement). We split the room into four sections.

Sports Classic: Classic QB and Kicker game where the visitor was trying to hit different targets.
Competitive: Two bikes designed as footballs where consumers were trying to bike as fast as possible and light up their side of the goalpost first.
Fun: Human-powered seesaws light up as people go up and down.
Artistic: Giant football bench, perfect for a memorable selfie

green technology + engagement











Electric Island

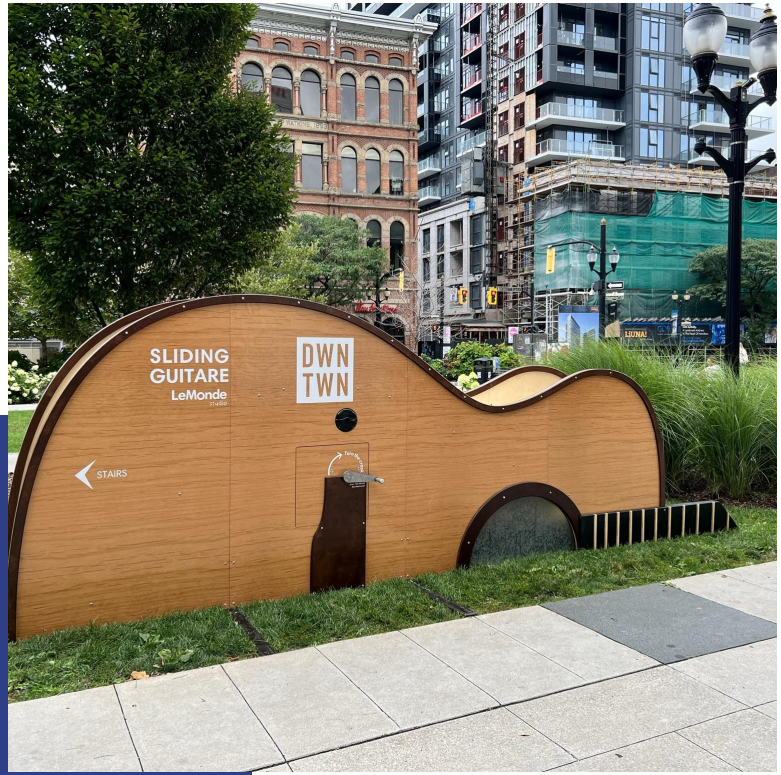
Fighting heat islands is always at the forefront of our thoughts. Electric Island is designed to be artistically pleasing but equally as functional. Consisting of three giant totems equipped with a crank activating intelligent mist stations to fight heat islands throughout the festival ground. In addition to the totems, we set up a sizeable human-powered charging station. The bike could wirelessly charge eight cell phones at the same time.



Guitar Slide

To celebrate the harmony of music, the spirit of summer, and the joy of carefree moments, the Downtown BIA enlisted LeMonde Studio to conceive and craft an extraordinary piece of functional art.

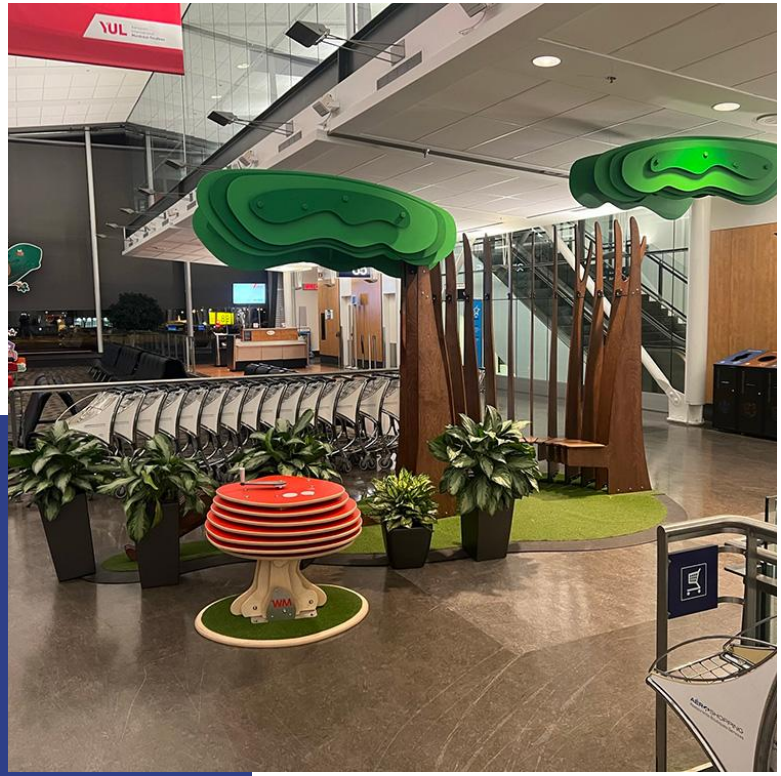
Our dedicated team crafted a colossal 16-foot guitar slide, inviting all to partake in its playful allure. Beyond its sheer grandeur, this guitar also features a human-powered crank mechanism, a homage to our local music scene, showcasing its vibrant heartbeat.



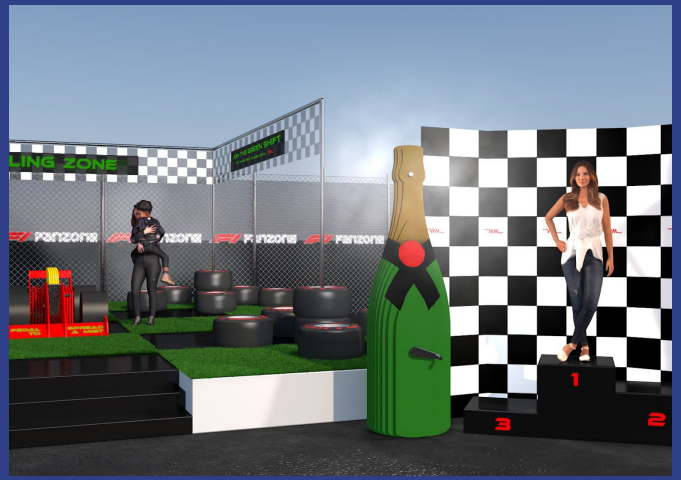
Source Good Energy

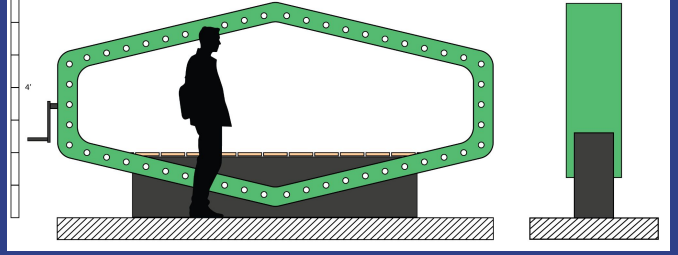
Artbre

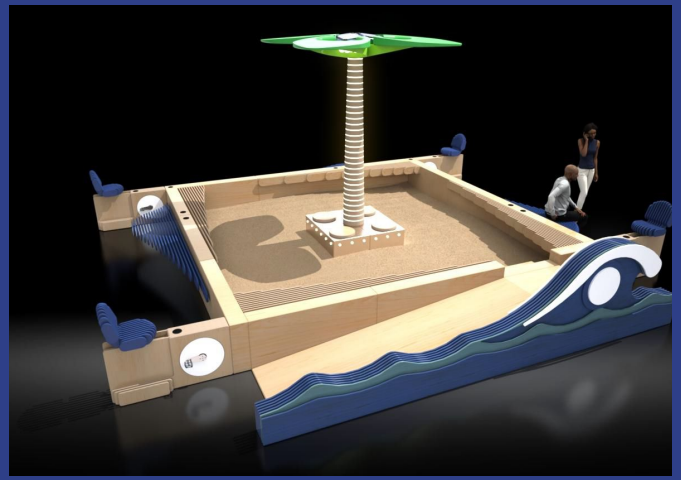
The Montreal International Airport recently approached us to build a one-of-a-kind rest area. They wanted an artistic design that would be deeply peaceful while interactive and informative. Our design team built two benches under a unique tree. They also produce a human-powered music box in the shape of a mushroom where by-passers can hear the bird in his natural habitat. Our mission was to inform visitors of their bird conservation efforts while entertaining them.



take a sneak peek
2023





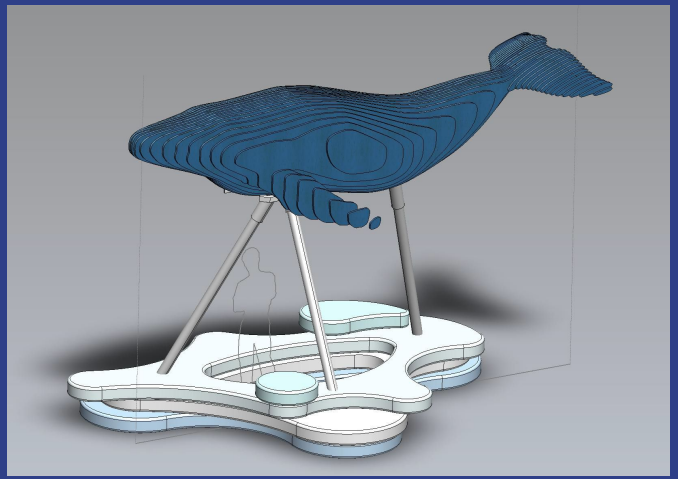






always innovating
2023







LeMonde studio

let's work together

Whether you have a crazy idea you want to bring to life or like our products, get in touch. We always have time to brainstorm.

Félix Marzell
felix@LeMondeStudio.com

Nicolas Synnott
nicolas@LeMondeStudio.com

Félix over here ↘ and here ↙







Harvest Good Energy

Project Team

Felix Marzell – Creative Director

Industrial designer, craftsman, artistic director and Entrepreneur Félix Marzell is passionate about creating experiences and objects resulting from the meeting of Art and Science. Trained as a luthier from the School of Arts and Crafts of Quebec, Félix received a graduate degree in industrial design from the University of Montreal in 2012. Among his many distinctions and recognitions, he was awarded Entrepreneur of the Year by Foundation Montréal in 2013. Through his multiple creative projects and art installations exhibited worldwide, Félix Marzell leaves a unique and distinctive signature. “I constantly aim to entice curiosity, wonder and human connections.” His signature creations are now available in the LeMonde Studio catalogue, an extraordinary journey within Public Art and Interactive installations.

Nicolas Synnott – COO & Managing Partner

With a Bachelor's in Education from Trinity College in Dublin, a bachelor's in Liberal Arts and politics from Vermont University and an MBA from Harvard Business School, Nick has cultivated a strong network through his diverse background. His experience lies in business development, building strategic partnerships, marketing, and operation. Nick took his former tech start-up to 27 countries, including some of the world's most challenging markets. Nick specializes in experiential marketing, sponsorship, events, conception and ideation. During his 15-year career, he occupied C-Level positions at firms and studios in Southeast Asia, Europe, Africa, and North America. Nicolas was also part of three successful exits. He led some markey builds for the City of New York, the Pan Am games, the Olympic committee, the X-Games, and the City of Rio de Janeiro, to name only a few. He transforms ideas into action.

Pierrick de Luherne – Production Director

Pierrick has led urban lighting projects throughout North America and Europe for over ten years. His portfolio includes Lynn Wyatt Square in Houston, Hudson Yard in New York, and numerous projects in LA, Canada and France. He specializes in permanent modular light structures. He led the Technilum North American office for a decade. He has experience in Mexico, China, Canada, France and the USA.

Pascale Beauregard – Production Director

With over 15 years of experience leading light, projections and activations projects throughout North America, Pacale brings crucial knowledge to this project. Previously, she led programs for the City of Virginia Beach, Ubisoft, the City of Montreal and many more. She specializes in large LED screens, custom-curated content and destination marketing. She ensures the visitor is always at the centre of the experience.

Tibeau Mathews – Project Manager

With 25 years of experience, Tibeau is our metal expert. He spent the last few years building mega structures for Canadian giant Solufab and QDSI. He worked on lighting projects like the Montreal Jacques Cartier bridge, Moment Factory Foresta Lumina and the Olympic Stadium. He is flexible and shows daily character.

Felix Savary – Electronical Engineer

https://www.linkedin.com/in/felix-guilbert-savary/

Renaud Blais – Engineer

https://www.linkedin.com/in/renaud-blais-519020a4/

Reference Contact List

We did over 700 projects in the last 10 years, but this is a fair simple of our capability with very diverse clients.

1. Hudson Yard Hells Kitchen – New York:

Isabella Conway
Senior Marketing and Programming Manager
1-212-239-1619 ex. 4
iconway@hyhkalliance.org

2. Parks New York City

Elizabeth Masella
Senior Public Art Coordinator
1-212-360-8114
Elizabeth.Masella@parks.nyc.gov

3. 161st BID

Trey Jenkins
Executive Director
1-585-739-6286
161streetbidinfo@gmail.com

4. Inventa

RJ Carlos
VP Sales and Client Services
1-604-812-4365
rjcarlos@inventaworld.com

5. Jardin de Metis

Alexander Reford
Director
alexander.reford@jardinsdemetis.com

6. City of Longueuil

Oliya Girard
Chef of Landscape and Architecture
oliya.girard@longueuil.quebec

7. Montreal Formula 1 Grand Prix

Francois Dumontier
President
Fdumontier@gpcanada.ca