The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, November 19, 2019, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember Lars Nordfelt

4. Special Recognitions

5. Approval of Minutes:

   A. November 12, 2019

6. Comment Period:

   (The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

A. Public Comments

B. City Manager Comments

C. City Council Comments

7. Public Hearings:

A. Accept Public Input Regarding Application SA-7-2019, Filed by Joe Ann Terburg, Requesting Final Plat Approval for the FMC West Valley Subdivision Lot 2 Amended Located at 4135 West Pioneer Parkway

Action, Consider Ordinance 19-46, Approve the Amendment of Lot 2 FMC West Valley Subdivision

B. Accept Public Input Regarding the West Valley City Police Department's Acceptance of a Justice Assistance Grant (JAG) through the U.S. Department of Justice Programs

Action: Consider Resolution 19-143, Authorize West Valley City to Accept the Edward Byrne Memorial Justice Assistance Grant

8. Resolutions:

A. 19-144: Approve the Purchase of One Ford F-550 and Four Ford Police Interceptor Hybrid SUVS from Young Ford

B. 19-145: Approve Two Subgrant Agreements Between West Valley City and Salt Lake County Governing the Disbursement and Use of Home Investment Partnership Funding

9. New Business:

A. Convene as Board of Canvessers for the Municipal General Election Held November 5, 2019

Consider Resolution 19-146, Accept and Approve the Results of the Municipal General Election Held November 5, 2019 as Shown on the Canvass Report

10. Consent Agenda:

A. Reso. 19-147: Authorize the City to Enter into a Right of Way Contract and Accept an Underground Right of Way Easement With and From Kids of Camelot, Inc. for Property Located at Approximately 3514 South 6000 West

B. Reso. 19-148: Authorize the City to Enter into a Right of Way Contract and Accept an Underground Right of Way Easement With and From Timothy Mills for Property Located at Approximately 5910 West 3500 South

C. Reso. 19-149: Authorize the City to Enter into a Right of Way Contract and Accept an Underground Right of Way Easement With and From Timothy and Terri Mills for Property Located at Approximately 5890 West 3500 South

D. Reso. 19-150: Authorize the City to Enter into a Right of Way Contract and Accept an Underground Right of Way Easement With and From 3455 South, LLC for Property Located at Approximately 3455 South 5600 West

11. Motion for Closed Session (if necessary)

12. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – NOVEMBER 12, 2019
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, NOVEMBER 12, 2019, AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Don Christensen, Councilmember At-Large
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT:

Wayne T Pyle, City Manager
Nichole Camac, City Recorder

Paul Isaac, Assistant City Manager/ HR Director
Steve Pastorik, Acting CED Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Michael Fossmo, Acting Police Chief
John Evans, Fire Chief
Russell Willardson, Public Works Director
Layne Morris, CPD Director
Nancy Day, Parks and Recreation Director

OPENING CEREMONY
Councilmember Jake Fitisemanu conducted the Opening Ceremony. He requested David Wesi, the Senior Pastor at the First Tongan Church, to provide an opening blessing.

APPROVAL OF MINUTES OF REGULAR MEETING HELD OCTOBER 22, 2019
The Council considered the Minutes of the Regular Meeting held October 22, 2019. There were no changes, corrections or deletions.

Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held October 22, 2019. Councilmember Christensen seconded the motion.

DRAFT

A voice vote was taken and all members voted in favor of the motion.

AWARDS, CEREMONIES AND PROCLAMATIONS

A. **EMPLOYEE OF THE MONTH AWARD, NOVEMBER 2019- TYSON EMMETT, IT DEPARTMENT**

Councilmember Christensen read the nomination of Tyson Emmett, IT Department, to receive Employee of the Month Award for November 2019. The award reads as follows:

> In the Intel Unit of the Police Department, there are challenges with expanding space for evidentiary downloads. Each time Tyson is contacted, he works with various programs and their limitations to ensure that downloads that are needed can be accessed. Two weeks ago, the Police Information and Intelligence Unit was asked to perform a forensic data extraction of a cellular phone, with a time constraint. What seemed like a typical and straightforward task became a very atypical task quickly, when the employee performing the task encountered two network drives and a C drive that were completely full as well as issues with software required to perform the extraction. Attempt after attempt to perform the data extraction on this device failed. The issue wasn't as simple as "Just have I.T. add more space to the network." Tyson not only responded to this employee's calls and texts through the rest of the afternoon… he made himself available throughout the evening, night, and well into the early morning hours by phone. Tyson even assisted while running errands with family by "remoting in" to the problem computer and analyzing the issues. When he hadn't heard from the employee in a while, Tyson would be sure to check in and offer assistance and help until the download was complete.
>
> Tyson made himself available to debrief the Sergeant and IIU on what happened, problems encountered, lessons learned, and suggested immediate hardware needs to prevent this from happening in the future. He came in the next Monday to speak with the Department regarding the space issues and talked about ways to proceed.
>
> Ultimately Tyson was able to clear the way so this employee could do their job. Each time there was a hiccup, Tyson jumped in immediately and analyzed the issue. Throughout the entire night, a voicemail never had to be left and the employee never had to wait for a call back, which was crucial during this task.

DRAFT

Any department in the City would agree and say that Tyson consistently exemplifies total customer service and goes above and beyond to make sure every employee is able to get their jobs done, day or night.

B. **PRESENTATION OF THE CAFR (COMPREHENSIVE ANNUAL FINANCIAL REPORT) AND PAFR (POPULAR ANNUAL FINANCIAL REPORT) AWARDS**

Jim Clayton presented the Finance Department with the CAFR and PAFR awards.

COMMENT PERIOD

A. **PUBLIC COMMENTS**

Jim Vesock provided audio recordings from Ace Court Hearings of Layne Morris. Mr. Vesock stated that the information stated in these recordings are incorrect.

Mike Markham stated that he would like Layne Morris to pick up Code Enforcement issues. He stated that he is a large supporter of Code Enforcement efforts and feels education needs to be shared. Mr. Markham stated that people don't listen unless significant fines are issued. He stated large corporations, apartment communities, etc. can work to maintain their properties. Mr. Markham detailed several problem concerns. He indicated that property near the Jordan River needs to be mowed but the employee that attempted to do so did not do a good job.

B. **CITY MANAGER COMMENTS**

Wayne Pyle, City Manager, had no comments.

C. **CITY COUNCIL COMMENTS**

Upon inquiry, members of the City Council had no comments.

PUBLIC HEARINGS

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-5-2019, FILED BY RUBEN SALAZAR, REQUESTING A GENERAL PLAN CHANGE FROM RURAL RESIDENTIAL (1 TO 2 UNITS/ACRE) TO LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) AND A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO R-1-7 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 7,000 SQ. FT.) FOR PROPERTY LOCATED AT 2545 SOUTH LESTER STREET**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled November 12, 2019, in order for the City Council to hear and consider public comments regarding application GPZ-5-2019, filed by Ruben Salazar, requesting a General Plan Change from Rural Residential (1 to 2

Units/Acre) to Large Lot Residential (2 to 3 Units/Acre) and a Zone Change from A (Agriculture, Minimum Lot Size ½ Acre) to R-1-7 (Single Unit Dwelling Residential, Minimum Lot Size 7,000 Sq. Ft.) for property located at 2545 South Lester Street.

Written documentation previously provided to the City Council included information as follows:

> The applicant is proposing to subdivide the property to build another home. Included with this report is a letter from the applicant providing background on and reasons for his request.
>
> The applicant mentions in his letter that the lots around him are much smaller than his. There are 12 homes on the east side of Lester Street between Whitlock Avenue and Crystal Avenue. Mr. Salazar's property is the largest and widest on the block. Of the 12 homes on the block, only three meet the minimum lot area of ½ acre and the minimum lot width of 100' required in the A zone. The average lot size on the block is 0.33 acres and the average lot width is 76.3'. In terms of zoning, this section of Lester Street is the only portion zoned A. All of other portions are zoned R-1-6.
>
> The reason the applicant is requesting the R-1-7 zone instead of R-1-8 or R-1-10 is due to the existing lot frontage and placement of the existing home. The R-1-7 zone has a minimum lot width of 70', which would allow the applicant to subdivide his property without impacting the existing home. The new lot would be close to 15,000 sq. ft. in area and the lot for the existing home would be about 24,000 sq. ft.
>
> The zoning ordinance allows for a home with a two-car garage and reduced floor area on a lot under one acre that is large enough to be subdivided to create no more than one new lot. All other design standards, like exterior materials and architectural features, from Part 2 of Chapter 7-11 apply.

Mayor Bigelow opened the Public Hearing.

Mike Markham stated that he doesn't like to see agricultural turn to smaller lots and more homes. He indicated he would like to see curb and gutter installed and not delayed.

Ruben Salazar stated that he owns the property and purchased it under Salt Lake County. Mr. Salazar stated he was proud of the City for cleaning the area up. He stated there are multiple small lots in the area and he intends to build a larger, nicer home. Mr. Salazar indicated he always wondered why the City never installed

sidewalks along his portion of the street.

Mayor Bigelow closed the Public Hearing.

ACTION: ORDINANCE NO. 19-43, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND FROM RURAL RESIDENTIAL (1 TO 2 UNITS/ACRE) TO LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) FOR PROPERTY LOCATED AT 2545 SOUTH LESTER STREET

The City Council previously held a public hearing regarding proposed Ordinance 19-43 that would amend the General Plan to show a change of land from Rural Residential (1 to 2 Units/Acre) to Large Lot Residential (2 to 3 Units/Acre) for property located at 2545 South Lester Street.

Councilmember Buhler stated that there will be two large lots and the Development Agreement limits it to that.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Buhler moved to approve Ordinance 19-43.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

ACTION: ORDINANCE NO. 19-44, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 2545 SOUTH LESTER STREET FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO R-1-7 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 7,000 SQ. FT.)

The City Council previously held a public hearing regarding proposed Ordinance 19-44 that would amend the zoning map to show a change of zone for property

located at 2545 South Lester Street from A (Agriculture, Minimum Lot Size ½ Acre) to R-1-7 (Single Unit Dwelling Residential, Minimum Lot Size 7,000 Sq. Ft.).

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Christensen moved to approve Ordinance 19-44.

Councilmember Lang seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

ACTION: RESOLUTION NO. 19-142, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH RUBEN SALAZAR FOR APPROXIMATELY 0.89 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 2545 SOUTH LESTER STREET

The City Council previously held a public hearing regarding proposed Resolution 19-142 that would authorize the City to enter into a Development Agreement with Ruben Salazar for approximately 0.89 acres of property located at approximately 2545 South Lester Street.

Written documentation previously provided to the City Council included information as follows:

> An application (GPZ-5-2019) was submitted by Ruben Salazar on 0.89 acre to change the zoning from A (Agriculture, minimum lot size ½ acre) to R-1-7 (Single Unit Dwelling Residential, minimum lot size 8,000 SF) and to change the General Plan from Rural Residential (1 to 2 units/acre) to Large Lot Residential (2 to 3 units/acre). Mr. Salazar would like to subdivide the property to create one new lot.
>
> During the Council study meeting on 10/22, the Council expressed concerns about the possibility of the property being further subdivided under the R-

DRAFT

1-7 zone. The proposed development agreement limits the number of lots on the property to two.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Lang moved to approve Resolution 19-142.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

B. **ACCEPT PUBLIC INPUT REGARDING APPLICATION ZT-5-2019, FILED BY WEST VALLEY CITY, REQUESTING A ZONE TEXT CHANGE TO AMEND SECTION 7-7-105.5 REGARDING CANNABIS PRODUCTION ESTABLISHMENTS AND MEDICAL CANNABIS PHARMACIES**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled November 12, 2019, in order for the City Council to hear and consider public comments regarding application ZT-5-2019, filed by West Valley City, requesting a Zone Text Change to amend section 7-7-105.5 regarding cannabis production establishments and medical cannabis pharmacies.

Written documentation previously provided to the City Council included information as follows:

> In December of last year the Utah Legislature passed HB 3001 that provided for the cultivation, processing, medical recommendation and patient use of medical cannabis. HB 3001 included provisions that required municipalities to allow cannabis production establishments and medical cannabis pharmacies under conditions. To comply with State law, the City Council adopted Ordinance 19-03 in February of this year to enact regulations

concerning cannabis production establishments and medical cannabis pharmacies.

At the time it was enacted, Ordinance 19-03 complied with State law. However, in a special session in September of this year, the Utah Legislature passed SB 1002, which is included with this issue paper, to amend the provisions relating to medical cannabis. As a result of these amendments, the City's Code needs to be changed to comply with State law.

Included with this issue paper is a table that outlines the conflicting provisions of City Code with the recently adopted SB 1002.

Mayor Bigelow opened the Public Hearing. There being no one to speak in favor or opposition, Mayor Bigelow closed the Public Hearing.

ACTION: ORDINANCE NO. 19-45, AMEND SECTION 7-7-105.5 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND REGULATIONS GOVERNING CANNABIS PRODUCTION ESTABLISHMENTS AND MEDICAL CANNABIS PHARMACIES

The City Council previously held a public hearing regarding proposed Ordinance 19-45 that would amend section 7-7-105.5 of the West Valley City Municipal Code to amend regulations governing cannabis production establishments and medical cannabis pharmacies.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Nordfelt moved to approve Ordinance 19-45.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

RESOLUTION 19-137: AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN WEST VALLEY CITY AND KEDDINGTON & CHRISTENSEN, CERTIFIED PUBLIC ACCOUNTANTS, LLC TO PROVIDE AUDITING SERVICES TO WEST VALLEY CITY FOR THE FISCAL YEAR ENDING JUNE 30, 2019

Mayor Bigelow discussed proposed Resolution 19-137 that would authorize the execution of an agreement between West Valley City and Keddington & Christensen, Certified Public Accountants, LLC to provide auditing services to West Valley City for the Fiscal Year Ending June 30, 2019.

Written documentation previously provided to the City Council included information as follows:

> West Valley City is required by law to engage an independent audit firm to audit the City's financial operations. Keddington & Christensen auditors have demonstrated experience and proficiency in municipal audits and knowledge of City operations. This audit will be conducted in accordance with auditing standards generally accepted in the United States of America: the standards for financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States.
>
> Keddington & Christensen, Certified Public Accountants, LLC. has provided audit services for the City in the past and has the technical expertise to evaluate and review all aspects of the City's complex operations.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Lang moved to approve Resolution 19-137.

Councilmember Buhler seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

RESOLUTION 19-138: AUTHORIZE CHANGE ORDER NO. 1 TO THE CONTRACT WITH ACME CONSTRUCTION FOR THE 2700 WEST IMPROVEMENTS PROJECT

Mayor Bigelow discussed proposed Resolution 19-138 that would authorize change order No. 1 to the contract with Acme Construction for the 2700 West improvements project.

Written documentation previously provided to the City Council included information as follows:

> The original plan with the traffic signal at 3800 South was to upgrade certain components as part of the project. Upon further investigation it was determined that due to the age and condition of the existing equipment that it would be more beneficial to replace the entire traffic signal. The new traffic signal steel will be powder coated painted black to match the other traffic signals in the area.
>
> The new traffic signal is being funded by the Class C Road fund and the transportation sales tax.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Christensen moved to approve Resolution 19-138.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

RESOLUTION 19-139: APPROVE THE PURCHASE OF TRAFFIC SIGNAL EQUIPMENT FROM THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE 2700 WEST IMPROVEMENTS PROJECT

Mayor Bigelow discussed proposed Resolution 19-139 that would approve the purchase of traffic signal equipment from the Utah Department of Transportation for the 2700 West Improvements Project.

Written documentation previously provided to the City Council included information as follows:

> A signal reconstruction is being proposed at the intersection of 2700 West and 3800 South as part of the 2700 West Improvements Project, currently under construction. UDOT operates a warehouse through which they procure and distribute traffic signal equipment and are willing to sell equipment to the city for use on city projects.
>
> The estimate for products to be purchased is $81,018.95. This city council action authorizes the Public Works Department to issue a purchase order to UDOT for traffic signal equipment, not to exceed $90,000.
>
> The traffic signal is being funded with Class C Road funds and the transportation sales tax. It is anticipated that the road construction will be completed in summer 2020.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

> Councilmember Buhler moved to approve Resolution 19-139.
>
> Councilmember Christensen seconded the motion.
>
> A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

> Unanimous.

RESOLUTION 19-140: APPROVE THE PURCHASE OF STREETLIGHTS FROM MOUNTAIN STATES LIGHTING FOR THE 2700 WEST IMPROVEMENTS PROJECT

Mayor Bigelow discussed proposed Resolution 19-140 that would approve the purchase of streetlights from Mountain States Lighting for the 2700 West Improvements Project.

Written documentation previously provided to the City Council included information as follows:

DRAFT

Mountain States Lighting is the supplier for the city standard street lights. Mountain States provides a substantial savings if the city purchases lighting products directly and supplies them to the contractor.

This resolution is for the purchase of eighteen acorn style light poles. The total cost for the lights is $34,938.

A portion of the funding required for this project ($1.5M) will be reimbursed to the city by Salt Lake County as part of the interlocal agreement executed in Council Resolution No. 17-186 with County Transportation Funds.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Fitisemanu moved to approve Resolution 19-140.

Councilmember Buhler seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

CONSENT AGENDA

A. **RESOLUTION 19-141: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY CONTRACT AND ACCEPT AN UNDERGROUND RIGHT OF WAY EASEMENT WITH AND FROM ANNE BROWN FOR PROPERTY LOCATED AT APPROXIMATELY 5990 WEST 3500 SOUTH**
Mayor Bigelow discussed proposed Resolution 19-141 that would authorize the City to enter into a Right of Way Contract and accept an underground Right of Way Easement with and from Anne Brown for property located at approximately 5990 West 3500 South.

Written documentation previously provided to the City Council included information as follows:

The Anne T. Brown parcel located at 5990 West 3500 South is one of several parcels affected by this project and which require acquisitions Underground Right of Way Easements in favor of Rocky Mountain Power for the 3500 South Power Burial Project; approximately 5400 West to 6000 West. This project will be constructed in conjunction with the current phase of the Mountain View Corridor Project. As a Betterment to the Mountain View Corridor Project, West Valley City is paying for the burial of overhead power lines between approximately 5400 West and 6000 West. Compensation for the purchase of the Underground Right of Way Easement and improvements is $15,500.00 based upon the compensation estimate prepared by the DH Group, LLC.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Buhler moved to approve Resolution 19-141.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

MOTION TO ADJOURN
Upon motion by Councilmember Christensen, all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, NOVEMBER 12, 2019 WAS ADJOURNED AT 7:16 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, November 12, 2019.

DRAFT

_____
Nichole Camac, CMC
City Recorder

DRAFT

Item:_____
Fiscal Impact: _____
Funding Source: _____
Account#: _____
Budge Opening Require: _____
Neighborhood: **Lynwood Acres**

ISSUE: SA-7-2019 – FMC West Valley Subdivision Lot 2 Amended

SYNOPSIS:

Applicant: Joe Ann Terburg
Proposal: Final Plat Approval
Location: 4135 West Pioneer Parkway
Zoning: C-2

BACKGROUND:

Joe Ann Terburg, representing the property owner, is requesting a plat amendment of lot 2 in the FMC West Valley Subdivision. The purpose for the subdivision is to divide the existing lot 2 into 2 lots for the purpose of building a new medical office. The subject property is located immediately to the east of the Jordan Valley Medical Center – West Valley Campus.

ISSUES:

The proposed subdivision will create two lots where an existing parking lot exists. The location of the new medical office building will be constructed on lot 2 and will be located at the northwest corner of the existing lot. The medical office building itself will comprise what will be known as lot 2A. The building/lot will have an area of approximately 20,447 square feet where 20,000 square feet is required. The remaining lot will contain approximately 96,384 square feet and will remain a parking lot for the foreseeable future.

Access to the subdivision will be gained from Pioneer Parkway. Access in and through the two lots will be achieved by interior drive aisles. Access easements will need to be recorded if not already in place. In addition to access easements, drainage easements will also exist to accommodate storm water.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman, Current Planning Manager

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: _____
Date Adopted: _____
Effective Date: _____

AN ORDINANCE APPROVING THE AMENDMENT OF LOT 2 FMC WEST VALLEY SUBDIVISION.

WHEREAS, the City is in receipt of petition SA-7-2019, proposing an amendment to Lot 2 FMC West Valley Subdivision located at approximately 4135 West Pioneer Parkway; and

WHEREAS, the purpose for the application is to create a new lot in order to construct a new medical office building; and

WHEREAS, proper notice was given, and a public hearing was held pursuant to Section 10-9a-207, Utah Code Annotated; and

WHEREAS, the City Council finds that after the public hearing, that there is good cause for the plat amendment and that neither the public nor any person will be materially injured by the proposed plat amendment and that the approval is in the best interest of the health, safety and welfare of the citizens of West Valley City; and

NOW THEREFORE, BE IT ORDAINED by the City Council of West Valley City, State of Utah, as follows:

Section 1. The amendment to Lot 2 FMC West Valley Subdivision and as shown in Petition SA-7-2019 is hereby approved.

Section 2. This Ordinance shall have no force or effect on any rights-of-way or easements of any lot owner, and the franchise rights of any public utilities shall not be impaired thereby, nor shall it have any force or effect on any holders of existing franchises, water drainage pipelines, or other such uses as they may presently exist under, over or upon said property or as are or may be shown on the official plats and records of Salt Lake County.

Section 3. The City Recorder is hereby directed to record this Ordinance with the Salt Lake County Recorder's Office.

Section 4. This Ordinance shall become effective immediately upon posting as required by law.

PASSED AND APPROVED this _____ day of _____ 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

CITY RECORDER

SA-7-2019
FMC West Valley Subdivision – Lot 2 Amended
3427 South Pioneer Parkway
C-2 Zone
2 Lots
2.7 Acres

BACKGROUND:

Joe Ann Terburg, representing the property owner, is requesting a plat amendment of lot 2 in the FMC West Valley Subdivision. The purpose for the subdivision is to divide the existing lot into 2 lots for the purpose of building a new medical office. The subject property is located immediately to the east of the Jordan Valley Medical Center – West Valley Campus.

STAFF/AGENCY COMMENTS:

There are no staff or agency comments as they were addressed with the original subdivision application.

ISSUES:

The proposed subdivision will create two lots where an existing parking lot exists. The location of the new medical office building will be constructed on lot 2 and will be located at the northwest corner of the existing lot. The medical office building itself will comprise what will be known as lot 2A. The building/lot will have an area of approximately 20,447 square feet where 20,000 square feet is required. The remaining lot will contain approximately 96,384 square feet and will remain a parking lot for the foreseeable future.

Access to the subdivision will be gained from Pioneer Parkway. Access in and through the two lots will be achieved by interior drive aisles. Access easements will need to be recorded if not already in place. In addition to access easements, drainage easements will also exist to accommodate storm water. The developer will need to coordinate these with the City Engineering Division to ensure that each lot is adequately covered regarding storm water needs.

As the original subdivision was previously reviewed by the Planning Commission, staff believes that a full review of the subdivision is not necessary for the purposes of this report. The subdivision plat will simply provide the mechanism to divide the property as required by the applicant.

The subdivision plat will contain easements and other information applicable to the division of property. A separate application will be submitted for the review of the medical office.

STAFF ALTERNATIVES:

1. Approve the FMC West Valley Subdivision Lot 2 Amended subject to a resolution of staff and agency concerns.

2. Continue the application for reasons determined in the Planning Commission meeting.

Applicant:
Chaz Johnson, Drive Development
9544 South Willow Trail Way
South Jordan UT 84095

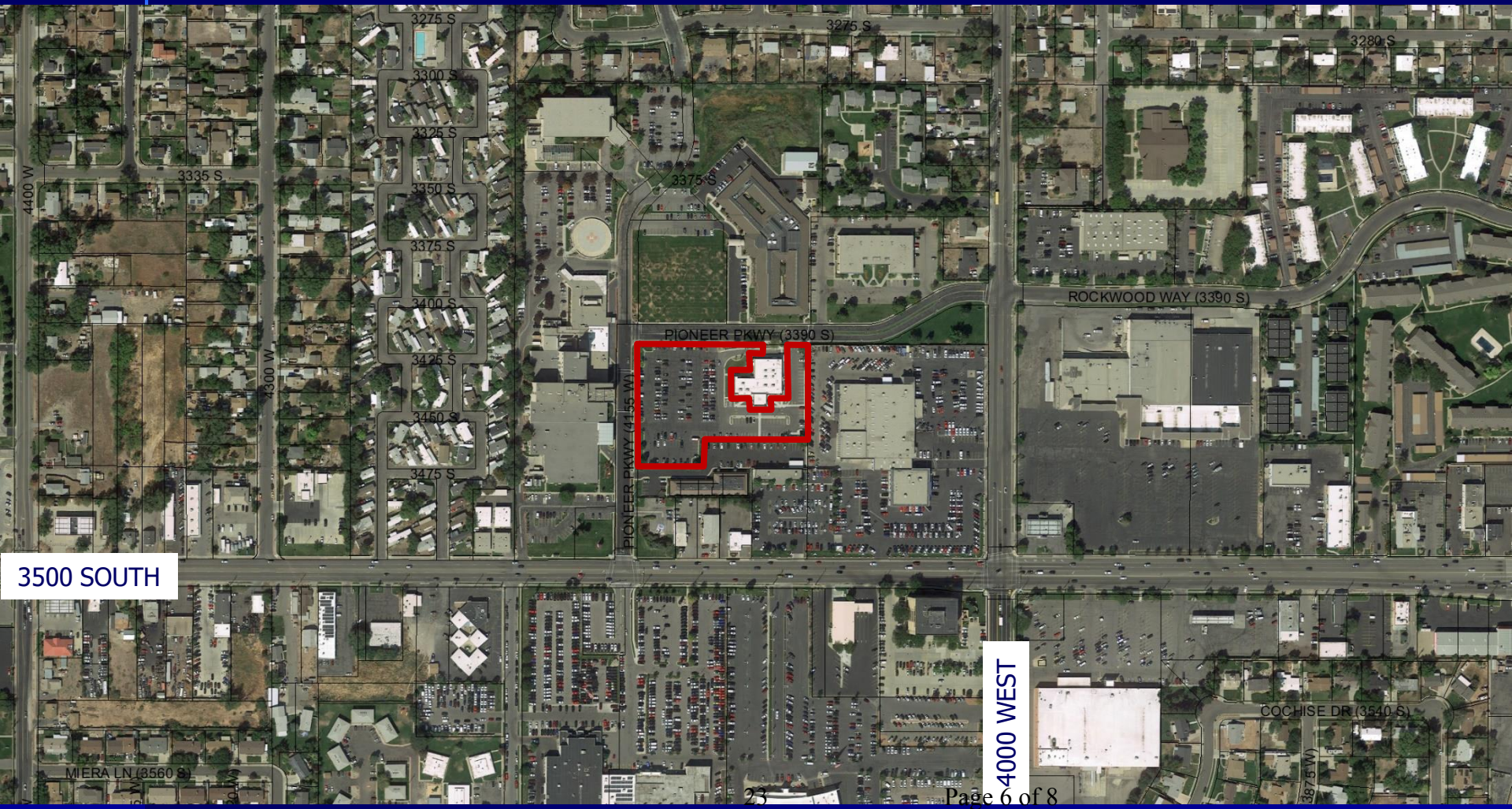
Motion: Commissioner Fuller moved to approve SA-7-2019 and Commissioner McEwen seconded the motion.

Vote:

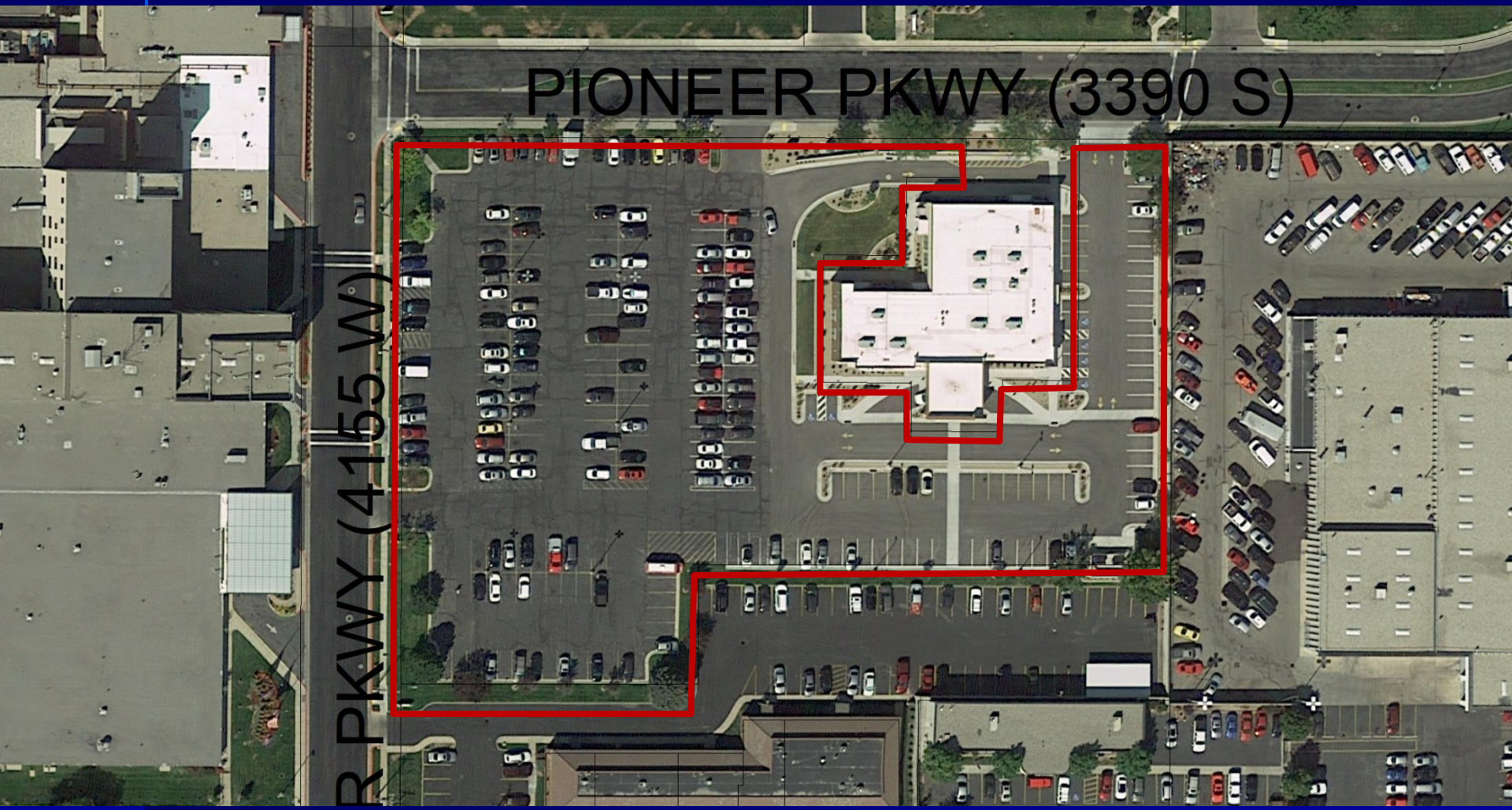
Commissioner Fuller	Yes
Commissioner Lovato	Yes
Commissioner McEwen	Yes
Commissioner Meaders	Yes
Commissioner Porter	Yes
Commissioner Wood	Yes
Commissioner Woodruff	Yes

Unanimous – SA-7-2019 – Approved

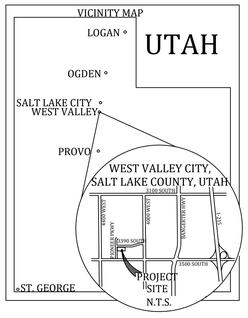
SA-7-2019 Joe Ann Terburg is requesting a plat amendment of lot 2 in the FMC WEST VALLEY SUBDIVISION. The application will create an additional lot from the existing lot 2 for a new medical office building in the C-2 zone. The new lot will be approximately .46 acres in size and is located at approximately 4135 West Pioneer Parkway (3390 South). (Staff - Steve Lehman at 801-963-3311)

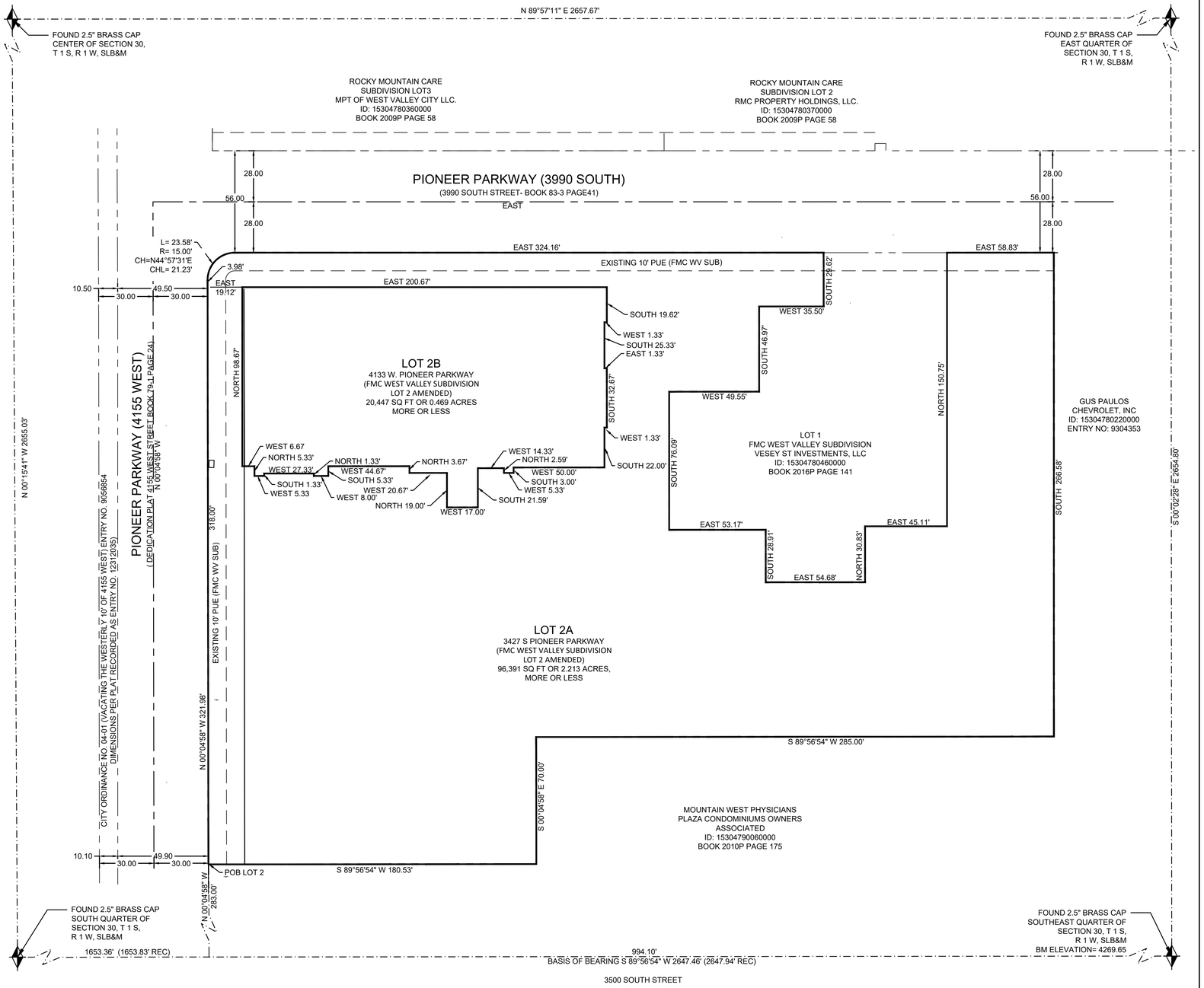


SA-7-2019 Joe Ann Terburg is requesting a plat amendment of lot 2 in the FMC WEST VALLEY SUBDIVISION. The application will create an additional lot from the existing lot 2 for a new medical office building in the C-2 zone. The new lot will be approximately .46 acres in size and is located at approximately 4135 West Pioneer Parkway (3390 South). (Staff - Steve Lehman at 801-963-3311)



Avenue Project No. 17-116





SURVEYOR'S CERTIFICATE

I, MATTHEW C STONES, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NUMBER 7176711 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, HAVE MADE AN ACCURATE SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO AMENDED LOS, TOGETHER WITH EASEMENTS.

TO BE KNOWN AS:

FMC WEST VALLEY SUBDIVISION LOT 2 AMENDED

AND THAT THE SAME HAS BEEN SURVEYED AND MONUMENTED AS SHOWN ON THIS PLAT.

DATE: AUGUST 28,2019

PROFESSIONAL LAND SURVEYOR
LICENSE NO.
7176711
MATT
STONES
STATE OF UTAH

MATTHEW C STONES, PLS
NO. 7176711

SUBDIVISION DESCRIPTION

ALL OF LOT 2 FMC WEST VALLEY SUBDIVISION, RECORDED ON JUNE 30, 2016 AS ENTRY NUMBER 12312035 IN BOOK 2016P AT PAGE 141 BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT 994.10 FEET SOUTH 89°56'54" WEST ALONG THE SOUTHEAST QUARTER SECTION LINE AND 283.00 FEET NORTH 00°04'58" WEST FROM THE SOUTH EAST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°04'58" WEST 321.98 FEET TO A POINT ON A 15 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 23.58 FEET (CHORD BEARS N 44°57'31" E A DISTANCE OF 21.23 FEET); THENCE EAST 324.16 FEET, MORE OR LESS, TO THE WESTERLY LINE OF LOT 1 OF FMC WEST VALLEY SUBDIVISION, RECORDED ON JUNE 30, 2016 AS ENTRY NUMBER 12312035 IN BOOK 2016P AT PAGE 141; THENCE ALONG THE BOUNDARY OF SAID LOT 1 THE FOLLOWING ELEVEN (11) COURSES: 1) SOUTH 29.62 FEET; 2) WEST 35.50 FEET; 3) SOUTH 46.97 FEET; 4) WEST 49.55 FEET; 5) SOUTH 76.09 FEET; 6) EAST 53.17 FEET; 7) SOUTH 28.91 FEET; 8) EAST 54.68 FEET; 9) NORTH 30.83 FEET; 10) EAST 45.11 FEET; 11) NORTH 150.75 FEET; THENCE EAST 58.83 FEET; THENCE SOUTH 266.58 FEET, MORE OR LESS, TO THE NORTH LINE OF THE MOUNTAIN WEST PHYSICIANS PLAZA CONDOMINIUMS, RECORDED AS ENTRY NUMBER 11070706 IN BOOK 2010P AT PAGE 175 IN THE OFFICE OF THE SALT LAKE RECORDER; THENCE ALONG THE NORTH LINE OF SAID MOUNTAIN WEST PHYSICIANS PLAZA CONDOMINIUMS THE FOLLOWING THREE (3) COURSES; 1) SOUTH 89°56'54" WEST 285.00 FEET; 2) SOUTH 00°04'58" EAST 70.00 FEET; 3) SOUTH 89°56'54" WEST 180.53 FEET TO THE POINT OF BEGINNING.

CONTAINING: 116,838 SQ. FT. OR 2.682 ACRES, MORE OR LESS.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOWN ALL BY THESE PRESENT THAT MPT OF WEST VALLEY CITY, LLC, THE OWNERS OF THE DESCRIBED TRACT OF LAND, HEREBY CAUSE THE SAME TO BE SUBDIVIDED INTO AMENDED LOTS TO BE KNOWN HEREAFTER AS:

FMC WEST VALLEY SUBDIVISION LOT 2 AMENDED

DO HEREBY CONSENT AND CONVEY TO WEST VALLEY CITY AND TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN AND\OR NOTED ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2019.

MPT OF WEST VALLEY CITY, LLC

BY:_____
PRINT NAME:_____
TITLE:_____

BY:_____
PRINT NAME:_____
TITLE:_____

ACKNOWLEDGEMENT

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

ON THIS _____ DAY OF _____, 2019, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____ IN SAID STATE OF UTAH, _____THE PERSON SIGNING THE FOREGOING OWNER'S DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT HE\SHE\THEY DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN DESCRIBED.

COMMISSION NUMBER:_____
MY COMMISSION EXPIRES:_____
PRINT NAME:_____ SIGNATURE:_____
A NOTARY PUBLIC COMMISSIONED IN UTAH

LEGEND:

- BOUNDARY
- RIGHT OF WAY
- PUBLIC UTILITY EASEMENT
- ACCESS EASEMENT
- CHAIN LINK FENCE
- CONCRETE FENCE
- MONUMENT LINES
- FOUND MONUMENT

N

30 0 30 60
scale
1" = 30'
feet

avenue CONSULTANTS
Avenue Consultants, Inc
6605 South Redwood Road, Suite 101
Taylorsville, UT 84123
801-207-7660
www.avenueconsultants.com

FMC WEST VALLEY SUBDIVISION LOT 2 AMENDED

(CREATING LOTS 2A AND 2B)

A PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 SOUTH
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

SUBSET NO.	REVISIONS:			
	NO.	DESCRIPTION	DATE	BY
PROJECT NO.				
SHEET NO. 1 OF 1				

PLANNING COMMISSION

APPROVED THIS____DAY OF _____ A.D. 2019 BY THE WEST VALLEY CITY PLANNING DEPARTMENT.

_____
CHAIRMAN

GRANGER-HUNTER IMPROVEMENT DISTRICT

APPROVED THIS_____ DAY OF _____, 2019.

_____
DISTRICT ENGINEER

SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED THIS____DAY OF _____ A.D. 2019

_____
SALT LAKE COUNTY HEALTH DEPT.

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

CITY ENGINEER_____ DATE:_____

APPROVAL AS TO FORM

APPROVED THIS____DAY OF _____ A.D. 2019

_____ _____
WEST VALLEY CITY ATTORNEY DATE

CITY COUNCIL

PRESENTED TO THE WEST VALLEY CITY COUNCIL. THIS____DAY OF _____ A.D. 2019. AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

CITY MANAGER _____

ATTEST: RECORDER_____

SALT LAKE COUNTY RECORDER

ENTRY NO._____ FEE PAID_____
RECORDED_____ AT_____
IN BOOK: _____ PAGE:_____
FILED AT THE REQUEST OF:_____

SALT LAKE COUNTY RECORDER:_____

P:_2019\19-060 - Thrive - JVW Med Office Bldg Phase 2\000_CAD\003_Survey\AVE_SURVEYSHEETFILE.dwg

Item: _____
Fiscal Impact: $ 103,511
Funding Source: U.S. Department of Justice, Bureau of Justice Assistance
Account #: 10-6546-40480-00000-1903

Budget Opening Required: Yes

ISSUE:

Authorize the Police Department to accept the FY19 Edward Byrne Memorial Justice Assistance Grant (J.A.G.). The grant amount is $103,511.

SYNOPSIS:

The U.S. Department of Justice Program is awarding the West Valley City Police Department the 2019 Edward Byrne Memorial Justice Assistance Grant (J.A.G.). The allowable expenses of the grant are the purchase of equipment, to fund training, to fund programs they approve through the application process, and in some cases, pay salaries for those programs. The funds are allocated to West Valley City based on a formula that considers among other things, the population of West Valley City and our part one crime statistics. There is separate funding allocated to each state to ensure fairness. The J.A.G. Program allows states and local governments implement otherwise unfunded programs designed to improve the criminal justice system.

BACKGROUND:

This award will be used to fund the police department's campaign to increase efficiency and efficacy across several bureaus. A number of sections and squads have been identified as targets for the first round of these improvements. These sections and squads are using outdated processes and equipment which results in slower response to community needs, less time available for policing, and cobbled-together, inefficient systems.

The project's goals are to improve the level of service provided to the community by decreasing the amount of time officers spend on non-policing related tasks, replace old and outdated technology to streamline data, and implement better processes. Increasing the efficiency and efficacy of the police department will result in better service for the people that live, work, or visit West Valley City.

RECOMMENDATION:

Approve the application packet for submission to the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant.

SUBMITTED BY:

Colleen Jacobs, Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING WEST VALLEY CITY TO ACCEPT THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT.

WHEREAS, West Valley City desires more resources to purchase equipment, fund training, and fund programs.

WHEREAS, the U.S. Department of Justice has grants available to assist local law enforcement agencies.

WHEREAS, Edward Byrne Memorial Justice Assistance Grant (J.A.G.) is a federal grant that is dispersed to qualifying public safety agencies who complete the application process; and

WHEREAS, Accepting the J.A.G. Grant would provide additional resources that are beneficial to West Valley City; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to accept the J.A.G. grant

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to accept the J.A.G. Grant, and the Mayor and City Manager are hereby authorized to execute, for an in behalf of West Valley City, any documents necessary to complete said acceptance.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of _____ _____, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

J.A.G. FY 2019

Justice Assistance Grant

Submitted to:

Bureau of Justice Assistance
Office of Justice Programs

U.S. Department of Justice

By:

West Valley City Police Department
West Valley City, Utah

PROGRAM NARRATIVE

The West Valley City Police Department is planning and developing new and innovative ways to meet the future needs of our community. Through our CALEA Certification and other program analysis, we continually seek and implement ways of providing the best policing service to our community at the lowest cost. The opportunity exists to increase our efficiency and efficacy with support from the JAG program.

A. Description of the Issues

One of the biggest changes we are making to how we offer police services to West Valley City is through moving into a new police station and renovating one of our existing substations. These new and renovated facilities are going to greatly improve the community's access to police services and our efficiency and efficacy for the community. With our new facilities, we have also undertaken a campaign to examine and improve our processes. No time is a better time to reexamine what we are doing, than when we are moving that process or system into a new or improved facility. We have found several areas we can improve and streamline with some relatively minor changes. We have also found some areas that we have neglected due to budgetary issues, and areas that we have failed to identify as necessary until now.

West Valley City continues to grow and new developments are started nearly every day. The majority of that growth is on the west side of the city. This primarily due to the bulk of the undeveloped land in WVC being located on the west side. West Valley City Hall and the new West Valley City Police Department are located on the east side of the city in our "City Center." In anticipation of that west-side growth continuing, we have remodeled a police training facility

that is located on the west side. We assign specific officer, supervisors, and detectives to handle the issues that are occurring on the west side of our city. We anticipate increasing use of our "West Sub" by those officers to cut down on travel time to and from the main police station. Currently, officers are travelling over forty-five minutes to the main police building to complete various tasks during their shifts. Providing work spaces, equipment, and break areas for the west-side officers will benefit everyone that needs police services on the west side of West Valley City.

The west sub is our training building and the bulk of our training classes and some of the regional police trainings are hosted in this facility. The building was built in 1999 and renovated in 2019. In addition to hosting training, we also house our training staff, the armory, and all of the equipment for those programs. The building renovation provides the blank canvas we need to improve training systems and equipment maintenance and repair programs that are desperately needed. The equipment to accomplish these improvements was not included in the renovation budget.

One of the issues that has developed more recently is the recruitment and retention of qualified officers and the tracking of personnel and training. The robust economy has created a tight job market and made recruiting qualified candidates very challenging. Local police departments are competing vigorously with each other for qualified candidates and experienced officers looking to change agencies to increase their pay or benefits.

We discovered quickly that we needed to streamline our communications with candidates that are interested in pursuing a career in law enforcement and our hiring process. Recently, we have identified a need to digitize this process to make it more efficient. We have created a

recruitment collateral assignment and we need to implement a computerized and online system to manage our recruiting and retention program.

We also needed to implement a central dashboard for tracking our current employees' training, certifications, transfers, collateral duties, and disciplinary history for retention purposes. We were able to create this dashboard last year with one time funded through a different grant. We have found it to be very beneficial and need to support that system for another year through JAG funding due to a lack of funding available in our current budget.

Another way we will be increasing our efficiency and efficacy is through updating and increasing our use of technology-based equipment. We have found the use of technology-based equipment greatly increases the efficiency of our detectives with certain tasks especially surveillance and tracking. Technology also makes our systems more secure and allows us to be more efficient with our officers' time. Some of the tools our detectives are using for solving serious crimes are outdated, obsolete, or in short supply. Technology is constantly evolving and improving and while that is beneficial to us by having better equipment and results, it is also a detriment in that we are always behind the technology curve. We frequently cobble-together old equipment with newer equipment to get the best results we can with small or no budgets. Often times, when we do find an effective tool, we are not able to afford enough to meet our needs. Furthermore, a lot of this equipment comes with service and data subscription costs that are ongoing. It becomes a constant cycle of getting a tool we need, having it go obsolete, and trying to replace it.

West Valley City Police Department is CALEA certified. As such, we are continually reviewing our procedures to make sure we are in compliance will all mandates. Our new facility will have a holding cell area that our current facility does not. With this addition, we need to

ensure we comply with all of the laws, proper procedures, practices, and equipment requirements for detaining individuals for short periods of time prior to being transported to the Salt Lake County Adult Detention Center. The holding cell area will require an electronic log to track each detention by a variety of identifiers and be retrievable for audit. The construction budget did not include a computerized system to track this and ensure all of our detentions of individuals in our holding cells are documented properly.

Our issues surrounding efficiency and efficacy will never be solved by simply purchasing a solution. It is far too complex for such a simple solution. With a combination of continual processes evaluation, research on best practices, program modifications, and obtaining the proper tools and equipment, we can make considerable progress.

B. Project Design and Implementation

The implementation of this efficiency and efficacy project will commence with the acceptance of the grant funding. Some of the preliminary research and reviews have been completed and several improvement opportunities have been identified and are already underway. Once the grant is accepted, we will be able to work on the steps that require funding. Most of the project design has already been completed.

C. Capabilities and Competencies

West Valley City Police Department coordinates regularly with other criminal justice and juvenile justice agencies in the state of Utah. The efforts of this year's project would probably not have a direct impact on them or necessitate any additional coordination or planning.

D. Plan for Collection the Data Required for this Solicitation's Performance Measures

Reporting the required performance measures for this solicitation would not be an issue for the West Valley City Police Department. A meticulous accounting and record keeping program has been established for each grant our agency receives. Every activity that takes place with grant funding is properly documented in detail. Digital copies of invoices are kept, and expenditures are promptly recorded. Routine internal audits are conducted to ensure accuracy. This record keeping process has made it very easy to report all required information to the Bureau of Justice Assistance.

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N (DOJ Financial Guide, Section 3.10)	*No*

A. Personnel

Name *List each name, if known.*	**Position** *List each position, if known.*	**Computation** *Show annual salary rate & amount of time devoted to the project for each name/position.*						
		Salary	***Rate***	***Time Worked*** *(# of hours, days, months, years)*	***Percentage of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total(s)	**$0**	**$0**	**$0**

Narrative

B. Fringe Benefits					
Name *List each grant-supported position receiving fringe benefits.*	**Computation** *Show the basis for computation.*				
	Base	***Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**
Narrative					

C. Travel										
Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Lodging, Meals, Etc.*	**Basis** *Per day, mile, trip, Etc.*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*						
				Cost	***Quantity***	***# of Staff***	***# of Trips***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			N/A					$0		$0
							Total(s)	**$0**	**$0**	**$0**
Narrative										

D. Equipment					
Item *List and describe each item of equipment that will be purchased*	**Computation** *Compute the cost (e.g., the number of each item to be purchased X the cost per item)*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
Retention Program software	1	$23,000.00	$23,000		$23,000
Recruiting Program software	1	$30,000.00	$30,000		$30,000
Holding Cells computer system, software, storage, and accessories	1	$3,200.00	$3,200		$3,200
West Sub: Training room IT/AV equipment, phase II	1	$6,011.00	$6,011		$6,011
West Sub: Electronic door access locks	2	$1,000.00	$2,000		$2,000
West Sub: Armorer equipment, general and specialized tools	20	$250.00	$5,000		$5,000
West Sub: Furniture: Table sets, microwave, and secure storage cabinet	6	$250.00	$1,500		$1,500
West Sub: Furniture: Lobby furniture and signage	6	$800.00	$4,800		$4,800
West Sub: Furniture: three work stations, desk, chairs, tables	5	$1,000.00	$5,000		$5,000
Automatic Vehicle Location Devices for line level police vehicles with annual service fees	20	$500.00	$10,000		$10,000
Surveillance Camera Equipment	4	$2,500.00	$10,000		$10,000

GPS Vehicle Trackers with annual service fees	3	$1,000.00	$3,000		$3,000
		Total(s)	**$103,511**	**$0**	**$103,511**

Narrative

Budget Narrative

Retention Program Software: The retention program software we are using is called Benchmark; which includes Benchmark Data Management, First Sign Early Intervention System, and Case Action Response Engine. The annual cost for licensing is $23,000 per year. This program was funded through a state grant and a budget modification last year. Those sources of funding are not available this year.

Recruiting Program Software: The recruiting unit is a newly developed collateral assignment. The sergeant over recruiting assigns officers to recruit candidates, track their process, keep in contact, and assist them in completing tasks relevant to accomplishing their goals. The software and cloud-based systems to streamline these processes are Salesforce $15,000, Text Recruit $8,000, and Ring Central $7,000.

Holding cells computer system: This system will track all of the necessary information required by law to be retained and reported on individuals that are briefly held in our detention facilities before being booked into the county jail. The system will be secure and the data will be auditable. This system will include the CPU, cloud storage, network integration, peripherals, and installation.

West Substation:

Training room IT/AV phase II: The first phase of the replacement of the AV equipment was included in the renovation budget. Phase II, which covers additional equipment and installation, was not included in the budget.

Electronic door locks: This would cover the equipment and installation of two card reader electronic door locks. One of the locks would be on the door leading to future evidence lockers. The other lock would be installed on the door leading to the training offices and armory maintenance and repair area.

Armorer equipment and tools: This would purchase hand tools, and specialized gunsmithing tools needed to maintain the department issued Glock handguns, AR-15 rifles, and our less-lethal systems such as shotguns and pepper ball launchers.

Furniture, break room: The break room area needs two table and chair sets, a microwave, and a secure, locking, equipment storage cabinet. The tables and microwaves are for the officers to use for their breaks. The cabinet is for the transfer of equipment from one officer to another during shift changes such as less-lethal systems.

Furniture and signage, lobby: The front lobby of the facility is empty. The lobby needs some chairs and a table for people to sit at while waiting for training or meetings. There is also a need for signs to tell people where to go in the building for certain rooms and to display the name and logo of the police department.

Furniture, three work stations: The work stations will be for the officers and supervisors that are working on the west side of the city to use instead of travelling all the way across the city to the main police station. The work stations will be desks, tables, and/or cubicles, chairs, docking stations for the officers' laptops, monitors, keyboards, mouse, and printers.

Automatic Vehicle Location Devices: The AVL is a GPS device that installs in the computer port of a vehicle and uses cell service to report the location, speed, etc of the vehicle. We are installing these AVL's on all of our line level police vehicles. The GPS devices will provide location information to dispatch so they can send the closest patrol car to the call for service. It will also assist in locating any officers that are in distress.

Surveillance Camera Equipment: The camera equipment we currently have is becoming outdated and unreliable. The cameras would be replaced with higher resolution and more durable models for use in criminal investigations and for monitoring city property.

GPS Vehicle Trackers: The trackers we have are all in use and we are in need of additional devices. The devices require an annual service and data fees. All uses of these devices are done in complete compliance with all laws and court orders.

E. Supplies					
Supply Items *Provide a list of the types of items to be purchased with grant funds.*	**Computation** *Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative	

F. Construction						
Purpose *Provide the purpose of the construction*	**Description of Work** *Describe the construction project(s)*	**Computation** *Compute the costs (e.g., the number of each item to be purchased X the cost per item)*				
		# of Items	***Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
				$0		$0
			Total(s)	**$0**	**$0**	**$0**
Narrative						

G. Subawards (Subgrants)					
Description *Provide a description of the activities to be carried out by subrecipients.*	**Purpose** *Describe the purpose of the subaward (subgrant)*	**Consultant?** *Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	***Non-Federal Contribution***	***Federal Request***
					$0
		Total(s)	**$0**	**$0**	**$0**

Consultant Travel (if necessary)								
Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Hotel, airfare, per diem*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*					
			Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total	$0	$0	$0

Narrative	

H. Procurement Contracts

Description	Purpose	Consultant?			
Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently $150,000).	*Describe the purpose of the contract*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	***Non-Federal Contribution***	***Federal Request***
					$0
		Total(s)	**$0**	**$0**	**$0**

Consultant Travel (if necessary)

Purpose of Travel	Location	Type of Expense	Computation					
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	*Indicate the travel destination.*	*Hotel, airfare, per diem*	*Compute the cost of each type of expense X the number of people traveling.*					
			Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total	$0	$0	$0

Narrative	

I. Other Costs

Description *List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).*	**Computation** *Show the basis for computation*						
	Quantity	***Basis***	***Cost***	***Length of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
					$0		$0
				Total(s)	**$0**	**$0**	**$0**

Narrative	

J. Indirect Costs					
Description *Describe what the approved rate is and how it is applied.*	**Computation** *Compute the indirect costs for those portions of the program which allow such costs.*				
	Base	***Indirect Cost Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative	

OMB No. 1121-0329
Approval Expires 11/30/2020

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2019 Local Solicitation

CFDA #: 16.738
Solicitation Release Date: July 25, 2019

Application Deadline: *8:*00 p.m. eastern time on August 23, 2019

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. The OJP Grant Application Resource Guide provides guidance to applicants for the preparation and submission to OJP of applications for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Eligibility

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "unit of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., a mayor)

properly executes, and the unit of local government submits, the "Certifications and Assurances by Chief Executive of Applicant Government" attached to this solicitation as Appendix A.

Eligible allocations under JAG are posted annually on the JAG web page.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888–549–9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service (NCJRS) Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** in order to request approval to submit its application after the deadline. For information on reporting technical issues, see "Experiencing Unforeseen GMS Technical Issues" under **How to Apply (GMS)** in the OJP Grant Application Resource Guide.

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1–800–851–3420; via TTY at 301–240–6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301–240–5830, or by web chat at https://webcontact.ncjrs.gov/ncjchat/chat.jsp. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA State Policy Advisor.

Post-Award Legal Requirements Notice

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the OJP Grant Application Resource Guide.

Deadline details

Applicants must register in the OJP Grants Management System (GMS) at https://grants.ojp.usdoj.gov/ prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by 8 p.m. eastern time on August 23, 2019.

For additional information, see the "**How to Apply (GMS)**" section in the OJP Grant Application Resource Guide.

Contents

A. Program Description 5
Overview 5
Program-specific Information 5
Permissible uses of JAG Funds – In general 5
Limitations on the use of JAG funds 6
Requirements specific to "disparate" jurisdictions 10
Required compliance with applicable federal laws 10
BJA Areas of Emphasis 12
Objectives 14
Evidence-based Programs or Practices 14
Information Regarding Potential Evaluation of Programs and Activities 14
B. Federal Award Information 15
Type of Award 15
Financial Management and System of Internal Controls 16
Budget and Financial Information 16
Cost Sharing or Match Requirement 16
Pre-agreement Costs (also known as Pre-award Costs) 16
Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs 16
Costs Associated with Language Assistance (if applicable) 17
C. Eligibility Information 17
D. Application and Submission Information 17
What an Application Should Include 17
How to Apply 22
E. Application Review Information 22
Review Process 22
F. Federal Award Administration Information 22
Federal Award Notices 22
Administrative, National Policy, and Other Legal Requirements 22
Information Technology (IT) Security Clauses 22
Statutory and Regulatory Requirements; Award Conditions 23
General Information about Post-federal Award Reporting Requirements 24
G. Federal Awarding Agency Contact(s) 24
H. Other Information 24
Freedom of Information Act and Privacy Act (5 U.S.C. § 552 and 5 U.S.C. § 552a) 24
Provide Feedback to OJP 24

Appendix A: Certifications and Assurances by the Chief Executive 25
Appendix B: Certain relevant federal laws, as in effect on April 8, 2019 27
Appendix C: Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE) 33
Appendix D: Additional Award Purposes 34
Appendix E: Application Checklist 37

Edward Byrne Memorial
Justice Assistance Grant (JAG) Program
FY 2019 Local Solicitation
CFDA #16.738

A. Program Description

Overview
The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government under this FY 2019 JAG Program Local Solicitation. (A separate solicitation will be issued for applications to BJA directly from states.)

Statutory Authority: The JAG Program is authorized by Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (Public Law No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Permissible uses of JAG Funds – In general
In general, JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice**, including any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs

Additionally, JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used for any purpose indicated Appendix D.

In connection with all of the above purposes (including those indicated in the appendix), it should be noted that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend

criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

Limitations on the use of JAG funds

Prohibited uses of funds – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at 34 U.S.C. § 10152.

JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, **JAG funds may not be used (directly or indirectly) to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist,** making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar items

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

For information about requesting BJA certification for a listed prohibited item (including Unmanned Aircraft, Unmanned Aerial Vehicles and/or Unmanned Aerial System purchases) or for examples of allowable vehicles that do not require BJA certification, refer to the JAG FAQs.

Cap on use of JAG award funds for administrative costs – Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award.

Prohibition of supplanting; no use of JAG funds as match – JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities. See the JAG FAQs for examples of supplanting.

Although supplanting is prohibited, as discussed under What An Application Should Include, leveraging of federal funding is encouraged.

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for the purposes of other federal awards.

Other restrictions on use of funds – If a unit of local government chooses to use its FY 2019 JAG funds for particular, defined types of expenditures, it must satisfy certain preconditions.

- Body-Worn Cameras (BWC) - A unit of local government that proposes to use FY 2019 JAG award funds to purchase BWC equipment, or to implement or enhance BWC programs, must provide OJP with a certification(s) that each unit of local government law enforcement agency receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: https://www.bja.gov/Funding/BodyWornCameraCert.pdf.

  A unit of local government that proposes to use JAG funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

  Further, before making any subaward for BWC-related expenses, the unit of local government JAG recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the unit of local government JAG recipient, and made available to OJP upon request.

  The BJA BWC Toolkit provides model BWC policies and best practices to assist departments in implementing BWC programs.

  Apart from the JAG Program, BJA provides funds under the Body-Worn Camera Policy and Implementation Program (BWC Program). The BWC Program allows jurisdictions to develop and implement policies and practices required for effective program adoption and address program factors, including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested units of local government may wish to refer to the BWC web page for more information. Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BWC Program.

- Body Armor - Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, body armor purchased must be made in the United States. Finally, body armor purchased with JAG funds must be "uniquely fitted vests," which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP's efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003) available at no cost. The Personal Armor Fit Assessment checklist is excerpted from ASTM E3003.

  A unit of local government that proposes to use FY 2019 JAG award funds to purchase body armor must provide OJP with a certification(s) that each unit of local government

law enforcement agency receiving body armor has a written "mandatory wear" policy in effect. *See* 34 U.S.C. § 10202(c). The certification form related to mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf. There are no requirements regarding the nature of the policy other than it specify when mandatory wear is required for uniformed officers on duty. FAQs related to the mandatory wear policy requirement can be found at ojp.gov/bvpbasi/docs/FAQsBVPMandatoryWearPolicy.pdf. A mandatory wear concept and issues paper and a model policy are available at the BVP Customer Support Center, at vests@usdoj.gov or toll free at 1–877–758–3787.

A unit of local government that proposes to use JAG funds to purchase body armor will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds to purchase body armor after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the unit of local government JAG recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the local government JAG recipient, and made available to OJP upon request.

Apart from the JAG program, BJA provides funds under the Bulletproof Vest Partnership (BVP) Program. The BVP Program is designed to provide a critical resource to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and application, refer to the BVP web page. Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BVP Program. It is also important to note that **pursuant to the BVP program statute, at 34 U.S.C. § 10532(c), the use of JAG funding by a unit of local government may impact its eligibility for funding under the BVP program. If a unit of local government uses JAG funds to purchase armor vests, that unit of local government cannot also receive funding under the BVP program in the same fiscal year.** For additional information on the BVP Program and eligibility restrictions related to receipt of JAG funding, review the BVP FAQs.

- Interoperable Communications - Units of local government (and any subrecipients) that use FY 2019 JAG funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as Voice over Internet Protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission [FCC] Waiver Order) should review current SAFECOM guidance at: https://www.dhs.gov/safecom. This guidance is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for state, local, tribal, and territorial grantees investing federal funds in emergency communications projects. Additionally, emergency communications projects funded with FY 2019 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office

of Emergency Communications maintains a list of SWICs for each of the states and territories. Contact OEC@hq.dhs.gov for more information. All communications equipment purchased with FY 2019 JAG Program funding should be identified during quarterly performance metrics reporting.

Further, information-sharing projects funded with FY 2019 JAG funds must comply with DOJ's Global Justice Information Sharing Initiative guidelines, as applicable, in order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community. Recipients (and subrecipients) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. Recipients (and subrecipients) will be required to document planned approaches to information sharing and describe compliance with GSP and an appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

For JAG applicants considering implementing communications technology projects, it is worthwhile to consider the First Responder Network Authority (FirstNet) Program. The Middle Class Tax Relief and Job Creation Act of 2012 (47 U.S.C. §§ 1401 *et seq.*) established FirstNet as an independent authority within the National Telecommunications and Information Administration (NTIA). FirstNet's statutory mission is to take all actions necessary to ensure the establishment of a nationwide public safety broadband network (NPSBN). NPSBN will use the 700 MHz D block spectrum to provide Long-Term Evolution (LTE)-based broadband services and applications to public safety entities. The network is based on a single, national network architecture that will evolve with technological advances and initially consist of a core network and radio access network. While mission-critical voice communications will continue to occur on land mobile radio (LMR), in time, FirstNet is expected to provide public safety entities with mission-critical broadband data capabilities and services including, but not limited to: messaging, image sharing, video streaming, group text, voice, data storage, applications, location-based services, and quality of service, priority, and preemption. This reliable, highly secure, interoperable, and innovative public safety communications platform will bring 21st century tools to public safety agencies and first responders, allowing them to get more information quickly and helping them to make faster and better decisions. For more information on FirstNet services, the unique value of the FirstNet network to public safety, and how to subscribe for the FirstNet service, should your state or territory opt in, visit www.FirstNet.gov. To learn about FirstNet's programs and activities, including its consultation and outreach with public safety, the state planning process, FirstNet's history and promise and how it plans to ensure that the FirstNet network meets the needs of public safety, visit www.FirstNet.gov or contact info@firstnet.gov.

- DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non- governmental DNA database without prior express written approval from BJA.

  In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not acceptable for entry into CODIS.

Entry of Records into State Repositories - As appropriate and to the extent consistent with law, a condition will be imposed that would require the following: with respect to any "program or activity" that receives federal financial assistance under this solicitation that is likely to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations (which includes any dispositions or records whatsoever that involve any "alien [who] is illegally or unlawfully in the United States" (18 U.S.C. § 922(g)(5)(A) (generally prohibiting any such alien to possess any firearm or ammunition)), a system must be in place to ensure that all such NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

Requirements specific to "disparate" jurisdictions

According to the JAG program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. *See* 34 U.S.C. § 10156(d)(4). Three different types of disparities may exist:

- The first type is a zero-county disparity. This situation exists when one or more municipalities within a county are eligible for a direct award but the county is not, yet the county is responsible for providing criminal justice services (such as prosecution and incarceration) for the municipality. In this case, the county is entitled to part of the municipality's award because it shares the cost of criminal justice operations, although it may not report crime data to the FBI. This is the most common type of disparity.

- A second type of disparity exists when both a county and a municipality within that county qualify for a direct award, but the award amount for the municipality exceeds 150 percent of the county's award amount.

- The third type of disparity occurs when a county and multiple municipalities within that county are all eligible for direct awards, but the sum of the awards for the individual municipalities exceeds 400 percent of the county's award amount.

Jurisdictions identified by BJA as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, see: www.bja.gov/Funding/JAGMOU.pdf.

Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. Unless specified differently, any reference in this solicitation to "applicant" or "recipient" includes each fiscal agent applying on behalf of a disparate group. Further, "subrecipients" includes those disparate jurisdictions that receive award funding from the fiscal agent, rather than directly from OJP.

Required compliance with applicable federal laws

By law, the chief executive (e.g., the mayor) of each unit of local government that applies for an FY 2019 JAG award must certify that the unit of local government will "comply with all

provisions of [the JAG Program statute] and all other applicable Federal laws." To satisfy this requirement, each unit of local government applicant must submit a properly executed Certifications and Assurances by the Chief Executive of the Applicant Government using the form shown in Appendix A.

All applicants should understand that OJP awards, including certifications provided in connection with such awards, are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General. Applicants also should understand that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in a certification submitted to OJP in support of an application may be the subject of criminal prosecution, and also may result in civil penalties and administrative remedies for false claims or otherwise. Administrative remedies that may be available to OJP with respect to an FY 2019 award include suspension or termination of the award, placement on the DOJ high risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

National Incident-Based Reporting System (NIBRS) 3 percent set-aside
In FY 2016, the Federal Bureau of Investigation (FBI) formally announced its intention to sunset the Uniform Crime Reporting (UCR) Program's traditional Summary Reporting System (SRS) and replace it with the UCR Program's National Incident-Based Reporting System (NIBRS). By January 1, 2021, the FBI intends for NIBRS to be the law enforcement crime data reporting standard for the nation.

By statute, JAG Program awards are calculated using summary Part 1 violent crime data from the FBI's UCR Program. *See* 34 U.S.C. § 10156. Once SRS has been replaced by NIBRS, JAG award amounts will be calculated using NIBRS data. In preparation for the FBI's 2021 NIBRS compliance deadline, beginning in FY 2018, BJA requires, through the application of a special condition, that direct JAG award recipients not certified by their state (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The 3 percent requirement will assist state and local jurisdictions in working toward compliance to ensure they continue to have critical criminal justice funding available through JAG when SRS is replaced by NIBRS in FY 2021.

The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to subawards. That is, the unit of local government serving as fiscal agent for a disparate group will be required by special condition to require each of the other jurisdictions in the disparate group to set aside 3 percent of FY 2019 JAG funds received by that jurisdiction to be used for NIBRS compliance activities, unless that jurisdiction has had the requirement waived by BJA, as described below. Units of local government must clearly indicate in their application narratives and budgets what projects will be supported with this 3 percent set-aside.

The following are examples of costs and projects that relate to NIBRS implementation at the state or local level that could be funded under the JAG Program: software, hardware, and labor that directly support or enhance a state or agency's technical capacity for collecting, processing, and analyzing data reported by local law enforcement (LE) agencies and then submitting NIBRS data to the FBI; training personnel responsible for the state's Incident Based Reporting (IBR) program on receiving, processing, analyzing, and validating incident-based data from local LE agencies in their state; training local agencies in how to collect and submit NIBRS data; and technical assistance for LE agency personnel responsible for (1) managing

the agency's crime incident data, (2) processing and validating the data, and (3) extracting and submitting IBR data to the state UCR Program, according to the states, and/or directly to the FBI, according to the NIBRS standard.

BJA will waive the set-aside requirement for units of local government that have been certified as NIBRS compliant by their state, or directly by the FBI, as of the posting date of this solicitation. Units of local government that achieve full compliance with NIBRS after receiving an award should email evidence of NIBRS compliance (certification of NIBRS compliance from their state or the FBI) to their State Policy Advisor listed in OJP's Grants Management System (GMS). Upon review of the documentation submitted, BJA will confirm the NIBRS compliance and then issue a Grant Adjustment Notice (GAN) to clear any withholding special condition associated with the NIBRS set-aside requirement. Units of local government must retain documentation on file that demonstrates the certification of NIBRS compliance. Such documentation must be made available for BJA review, upon request. Please note that in order for a state to certify NIBRS compliance of a unit of local government, that state must first be certified as NIBRS compliant by the FBI. In FY 2019 and forward, this requirement is applicable to all JAG recipients, meaning tribal jurisdictions must set aside the 3 percent for NIBRS compliance.

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments, and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation between federal, state, and local law enforcement. BJA intends to focus much of its work on the areas of emphasis described below, and encourages each recipient of an FY 2019 JAG award to join federal law enforcement agencies in addressing these challenges.

Reducing Violent Crime – Recognizing that crime problems, including felonious possession and use of a firearm and/or gang violence, illegal drug sales and distribution, human trafficking, and other related violent crime, vary from community to community, BJA encourages units of local government to tailor their programs to the local crime issues, and to be data-informed in their work. Units of local government should consider investing JAG funds in programs to combat illegal gun violence, and to improve the process for ensuring that persons prohibited from purchasing guns (see, e.g., 18 U.S.C. § 922(g)) are prevented from doing so, by utilizing technology such as eTrace and NIBIN to analyze evidence as well as by enhancing complete, accurate, and timely reporting to the FBI's NICS. Units of local government are also encouraged to coordinate with United States Attorneys Offices and Project Safe Neighborhood (PSN) grantees in order to leverage funding for violence reduction projects, and to coordinate their law enforcement activities with those of federal law enforcement agencies, such as the FBI, the Bureau of Alcohol, Tobacco, Firearms, and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security.

Officer Safety and Wellness – The issue of law enforcement safety and wellness is an important priority for BJA and DOJ. According to the *2018 Preliminary End-of-Year Law Enforcement Fatalities Report*, released by the National Law Enforcement Officers Memorial Fund (NLEOMF), 2018 saw 144 law enforcement law enforcement line-of-duty deaths nationwide. This is a 12 percent increase over 2017, which had 129 line-of-duty deaths. Firearms-related deaths were the leading cause of law enforcement deaths (52) – a

13 percent increase when compared to 2017. Among those deaths, 14 occurred during an attempt to arrest a suspect, 8 while conducting an investigative activity, 6 while responding to a domestic or public disturbance, and 5 as a result of being ambushed. Additionally, there were 50 traffic-related deaths. Forty-two officers died due to circumstances other than firearms or traffic, the majority being job-related illnesses.

Based on the latest report (2017) from the FBI's Law Enforcement Officers Killed and Assaulted (LEOKA) data, there appeared to be a continuing increase in assaults against law enforcement officers between 2016 and 2017. In 2017 there were 60,211 assaults versus 57,180 assaults in 2016. Of those assaulted, 17,476 were injured compared to 16,535 injured in 2016. The 2017 LEOKA data show that 21 officers died as a result of investigative or enforcement duties, 6 during pursuits, and 5 were ambushed.

BJA sees a vital need to continue to focus on tactical officer safety concerns as well as on the health and wellness of law enforcement as that may have a direct effect on officer performance and safety. It is important for law enforcement to have the tactical skills necessary, and also to be physically and mentally well, to perform, survive, and be resilient in the face of the demanding duties of the profession. BJA encourages units of local government to use JAG funds to address these needs by providing training, and paying for tuition and travel expenses related to attending trainings such as those available through the BJA VALOR Initiative and soon to be available through the National Officer Safety Initiative program, as well as funding for health and wellness programs for law enforcement officers.

Southwest Border Rural Law Enforcement – Securing U.S. borders (and internationally accessible waterways and airports) is critically important to the reduction, intervention, and prevention of transnational drug-trafficking networks, gangs, and combating all forms of human trafficking and related sexual assaults within the United States (including sex and labor trafficking of foreign nationals and U.S. citizens of all sexes and ages). Smuggling and trafficking operations to, from, and within the United States contribute to a significant increase in violent crime and U.S. deaths, to include law enforcement. BJA encourages units of local government using JAG funds to support law enforcement hiring, training, and technology enhancement, as well as information sharing, cooperation, and coordination among federal, state, local, tribal, and territorial law enforcement agencies to help address these problems.

Responding to the Opioid Crisis – The opioid crisis is a public health emergency and responding to the crisis is one of DOJ's top priorities. In 2017, more than 72,000 Americans lost their lives to drug overdoses, according to the Centers for Disease Control and Prevention (CDC). In 2016, 63,632 Americans died from fatal drug overdoses and 52,404 died in 2015 (CDC). The majority of these deaths can be attributed to opioids. Law enforcement plays a vital role in efforts to stem overdoses, save lives, and fight illegal opioid distribution and abuse. BJA encourages local governments to use JAG funds to support law enforcement actions to fight the opioid epidemic such as addressing the supply of both diverted prescription drugs and illegal drugs, and supporting first responders when encountering overdoses. JAG funds can also be used for training and safety measures to prepare for potential encounters with synthetic opioids such as fentanyl. This may include covering the cost of providing naloxone to all officers and the cost of fentanyl detection testing.

Objectives
In general, the FY 2019 JAG Program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass- through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to criminal justice.

As discussed in more detail in the General Information about Post-federal Award Reporting Requirements discussion, a unit of local government that receives an FY 2019 JAG award will be required to produce various types of reports and to submit data related to performance measures and accountability. The objectives are directly related to the JAG Program accountability measures at https://bjapmt.ojp.gov/help/jagdocs.html.

The Objectives are directly related to the performance measures that demonstrate the results of the work completed, as discussed under What an Application Should Include.

Evidence-based Programs or Practices
OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the OJP Grant Application Resource Guide.

A useful matrix of evidence-based policing programs and strategies is available through BJA's Matrix Demonstration Project. BJA offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA "Innovation Suite" of programs including Innovations in Policing, Prosecution, Supervision, Reentry, and others (see https://www.bja.gov/Programs/CRPPE/innovationssuite.html). BJA encourages units of local government to use JAG funds to support these "crime innovation" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

Information Regarding Potential Evaluation of Programs and Activities
Applicants should note OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the OJP Grant Application Resource Guide section, entitled, "Information Regarding Potential Evaluation of Programs and Activities."

BJA Success Stories
The BJA-sponsored Success Stories web page features projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. This web page is a valuable resource for states, localities, territories, tribes, and criminal justice professionals who seek to identify and learn about JAG and other successful BJA-funded projects linked to innovation, crime reduction, and evidence-based practices. **BJA strongly encourages the recipient to submit success stories annually (or more frequently).**

If a unit of local government has a success story it would like to submit, it may be submitted through My BJA account, using "Add a Success Story" and the Success Story Submission form. Register for a My BJA account using this registration link.

B. Federal Award Information

BJA estimates that it will make up to 1,147 local awards totaling an estimated $84,500,000.

Awards of at least $25,000 are 4 years in length, and performance periods will be from October 1, 2018 through September 30, 2022. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no fewer than 30 days prior to the grant end date.

Awards of less than $25,000 are 2 years in length, and performance periods will be from October 1, 2018 through September 30, 2020. Extensions of up to 2 years can be requested for these awards via GMS no fewer than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award
BJA expects that any award under this solicitation will be in the form of a grant. See the "Administrative, National Policy, and Other Legal Requirements" section of the OJP Grant Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

JAG awards are based on a statutory formula as described below:

Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process, which, in general, consists of:

(1) Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).

(2) Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.

(3) Dividing each state's final award amount (except for the territories and District of Columbia) between the state and its units of local governments at a rate of 60 and 40 percent, respectively.

(4) Determining unit of local government award allocations, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is $10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local solicitation) for a JAG award. If the "eligible award amount" to a

particular unit of local government, as determined on this basis, is less than $10,000, however, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that otherwise would have been awarded to the state. (Additional requirements related to "disparate" jurisdictions are summarized above).

Financial Management and System of Internal Controls
Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities[1]) must, as described in the Part 200 Uniform Requirements[2] as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See OJP Grant Application Resource Guide for additional information.

Budget Information
Trust Fund – Units of local government may draw down JAG funds either in advance or on a reimbursement basis. Non-federal entities must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 CFR 200.305(b)(8)). Subrecipients that draw down JAG funds in advance are subject to the same requirement and must first establish an interest-bearing account.

Tracking and reporting regarding JAG funds used for administrative costs – As indicated earlier, up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award. Administrative costs (when utilized) must be tracked separately; a recipient must report in separate financial status reports (SF-425) those expenditures that specifically relate to each particular JAG award during any particular reporting period.

No commingling – Both the unit of local government recipient and all subrecipients of JAG funds are prohibited from commingling funds on a program-by-program or project-by-project basis. **For this purpose, use of the administrative JAG funds to perform work across all active awards in any one year is not considered commingling.**

Cost Sharing or Match Requirement
The JAG Program does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

For additional cost sharing and match information, see the DOJ Grants Financial Guide at https://ojp.gov/financialguide/DOJ/index.htm..

Pre-agreement Costs (also known as Pre-award Costs)
Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the grant award.

OJP does **not** typically approve pre-agreement costs. An applicant must request and obtain the prior written approval of OJP for any such costs. All such costs incurred prior to award and prior to approval of the costs are incurred *at the sole risk* of the applicant. (Generally, no applicant should incur project costs *before* submitting an application requesting federal funding for those costs.) Should there be extenuating circumstances that make it appropriate for OJP to consider approving pre-agreement costs, the applicant may contact the point of contact listed on the title page of this solicitation for the requirements concerning written requests for approval. If approved in advance by OJP, award funds may be used for pre-agreement costs, consistent

with the recipient's approved budget and applicable cost principles. See the section on "Costs Requiring Prior Approval" in the DOJ Grants Financial Guide at https://ojp.gov/financialguide/DOJ/index.htm for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs
OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the OJP and DOJ policy and guidance on approval, planning, and reporting of such events. See the OJP Grant Application Resource Guide for information.

Costs Associated with Language Assistance (if applicable)
See the OJP Grant Application Resource Guide for information on costs associated with language assistance that may be allowable.

C. Eligibility Information

For information on eligibility, see the title page.

For information on cost sharing or match requirements, see Section B. Federal Award Information.

D. Application and Submission Information

What an Application Should Include
See the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide for information on, among other things, what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide by not incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not "[proceeding] to peer review").)

1. **Application for Federal Assistance (Standard Form (SF)-424)**
   The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the OJP Grant Application Resource Guide for additional information on completing the SF-424.

   Intergovernmental Review: This solicitation ("funding opportunity") is subject to Executive Order 12372. An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental_-Review-_SPOC_01_2018_OFFM.pdf. If the applicant's State appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the State's process under E.O. 12372. In completing the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose State does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372, but has not been selected by the State for review.").

2. Project Identifiers

Applications should identify at least three and no more than ten project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

3. Program Narrative

The following sections **should** be included as part of the program narrative[1]:

(a) Description of the Issues – Identify the unit of local government's strategy/funding priorities for the FY 2019 JAG funds, the subgrant award process and timeline, and a description of the programs to be funded over the grant period. Units of local government are strongly encouraged to prioritize the funding on evidence-based projects.

(b) Project Design and Implementation – Describe the unit of local government's strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan; it should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.

(c) Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participates with other criminal justice juvenile justice agencies in the state.

(d) Plan for Collecting the Data Required for this Solicitation's Performance Measures – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives identified under "Objectives" in Section A. Program Description.

Post award, recipients will be required to submit quarterly performance metrics through BJA's Performance Measurement Tool (PMT), located at: https://bjapmt.ojp.gov. The application should describe the applicant's plan for collection of all of the performance measures data listed in the JAG Program accountability measures at: https://bjapmt.ojp.gov/help/jagdocs.html.

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the

[1] For information on subawards (including the details on proposed subawards that should be included in the application), see "Budget and Associated Documentation" under Section D. Application and Submission Information.

required data should it receive funding.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Note on Project Evaluations
An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the OJP Grant Application Resource Guide.

4. Budget and Associated Documentation
See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and pre-agreement costs. **Please note that the budget narrative should include a full description of all costs, including funds set aside for NIBRS project(s) and administrative costs (if applicable).**

General requirement for federal authorization of any subaward; statutory authorizations of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

JAG subawards that are required or specifically authorized by statute (see 34 U.S.C. § 10152(a) and 34 U.S.C. § 10156) do not require prior approval to authorize subawards. This includes subawards made by states under the JAG Program.
A particular subaward may be authorized by OJP because the recipient included a sufficiently detailed description and justification of the proposed subaward in the application as approved by OJP. If, however, a particular subaward is not authorized by federal statute or regulation, and is not sufficiently described and justified in the application as approved by OJP, the recipient will be required, post-award, to request and obtain written authorization from OJP before it may make the subaward.

If an applicant proposes to make one or more subawards to carry out the federal award and program, and those subawards are not specifically authorized (or required) by statute or regulation, the applicant should: (1) identify (if known) the proposed subrecipient(s), (2) describe in detail what each subrecipient will do to carry out the federal award and federal program, and (3) provide a justification for the subaward(s), with details on pertinent matters such as special qualifications and areas of expertise. Pertinent information on subawards should appear not only in the Program Narrative but also in the Budget Detail Worksheet and budget narrative.

5. Indirect Cost Rate Agreement (if applicable)
See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for information.

6. Tribal Authorizing Resolution (if applicable)

The following two paragraphs in this solicitation expressly modify the "Tribal Authorizing Resolution" provisions in the OJP Grant Application Resource Guide. An applicant is to follow the guidance in these two paragraphs instead of the guidance stated under the "Tribal Authorizing Resolution" heading in the Guide.

An application in response to the solicitation may require inclusion of information related to a tribal authorizing resolution. A tribe, tribal organization, or third party that proposes to provide direct services or assistance to residents on tribal lands should include in its application a resolution, letter, affidavit, or other documentation, as appropriate, that demonstrates (as a legal matter) that the applicant has the requisite authorization from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for an award on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the award. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

An applicant unable to submit an application that includes a fully executed (i.e., signed) copy of legal appropriate documentation, as described above, consistent with the applicable tribe's governance structure, should submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, OJP will make use of and access to award funds contingent on receipt of the fully executed legal documentation.

7. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

Every OJP applicant (other than an individual applying in his or her personal capacity) is required to download, complete, and submit the OJP Financial Management and System of Internal Controls Questionnaire (Questionnaire) at https://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf as part of its application. See the OJP Grant Application Resource Guide for additional information and submission instructions for this Questionnaire.

8. Disclosure of Lobbying Activities

Each applicant must complete and submit this information. See the OJP Grant Application Resource Guide for additional information and submission instructions for this disclosure.

9. Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government" attached to this solicitation as Appendix A.

Please note that this certification takes the place of the review narrative attachment and contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. More specifically, this certification documents that the JAG application was made available for review by the governing body of the unit of local government, or by an organization designated by that governing body, for a period that was not fewer than 30 days before the application was submitted to BJA and that that an opportunity to comment on this application was provided to citizens prior to the application submission to the extent applicable law or established procedures make such opportunity available.

OJP will not deny an application for an FY 2019 award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but a unit of local government will not be able to access award funds (its award will include a condition that withholds funds) until it submits these certifications and assurances, properly-executed by the chief executive of the unit of local government (e.g., the mayor).

10. Applicant Disclosure of Pending Applications

Each applicant is to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation, and (2) would cover any identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation. For additional information on the submission requirements for this disclosure, see the OJP Grant Application Resource Guide.

11. Applicant Disclosure and Justification – DOJ High Risk Grantees[2](if applicable)

An applicant that is designated as a DOJ High Risk Grantee is to submit in GMS, as a separate attachment to its application, information that OJP will use, among other pertinent information, to determine whether it will consider or select the application for an award under this solicitation. The file should be named "DOJ High Risk Grantee Applicant Disclosure and Justification." (See, also, "Review Process," below, under Section E. Application Review Information, for a brief discussion of how such information may considered in the application review process.) See the OJP Grant Application Resource Guide for additional information and submission instructions for this disclosure.

12. Research and Evaluation Independence and Integrity

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the OJP Grant Application Resource Guide.

13. Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

[2] A "DOJ High Risk Grantee" is a recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

(1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
(2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
(3) If yes to either:
- Please provide a copy of each law or policy.
- Please describe each practice.
- Please explain how the law, policy, or practice complies with 8 U.S.C. § 1373.

See Appendix C for a template that applicants may use to prepare this attachment.

How to Apply
An applicant must submit its application through the Grants Management System (GMS), which provides support for the application, award, and management of awards at OJP. Find information, registration and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the OJP Grant Application Resource Guide.

E. Application Review Information

Review Process
OJP is committed to ensuring a fair and open process for making awards. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. See the OJP Grant Application Resource Guide for information on the application review process for this solicitation.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices
See the OJP Grant Application Resource Guide for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements
OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application. See the OJP Grant Application Resource Guide for additional information on administrative, national policy, and other legal requirements.

Information Technology (IT) Security Clauses
An application in response to this solicitation may require inclusion of information related to information technology security. See the OJP Grant Application Resource Guide for information on information technology security.

Statutory and Regulatory Requirements; Award Conditions
If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with award conditions, as well as all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed at the time of award acceptance).

OJP strongly encourages prospective applicants to review information on post-award legal requirements generally applicable to FY 2019 OJP awards and common OJP award conditions **prior** to submitting an application.

Individual FY 2019 awards made pursuant to this solicitation will, as appropriate and to the extent consistent with law, include conditions that will require the recipient (and any subrecipient) that accepts the award to do various things, with respect to the "program or activity" that would receive federal financial assistance thereunder. **Although the specific terms of each of those conditions are what will govern the awards**, included among such conditions will be some that, **generally speaking**, will require the recipient (and any subrecipient) that accepts the award to do some or all of the following:

- Not to violate 8 U.S.C. § 1373 (prohibiting restrictions on—
  (1) communication to/from the Department of Homeland Security (DHS) of information regarding the citizenship or immigration status of any individual; and
  (2) maintaining, or exchanging with any government entity, information regarding the immigration status of any individual).

- Not to violate 8 U.S.C. § 1644 (prohibiting restrictions on communication to/from DHS of information regarding the immigration status of an alien).

- Not to publicly disclose federal law enforcement information in an attempt to conceal, harbor, or shield certain individuals from detection, including in violation of 18 U.S.C. §§ 1071 or 1072, or 8 U.S.C. § 1324(a).

- Not to impede the exercise of the authority of the federal government under 8 U.S.C. § 1266(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released") and 8 U.S.C. § 1231(a)(4) (relating to removal from the United States of aliens after detention/confinement at the federal, state, and local level), specifically by requiring such recipients to provide (where feasible) at least 48 hours' advance notice to DHS regarding the scheduled release date and time of an alien in the recipient's custody when DHS requests such notice in order to take custody of the alien pursuant to the Immigration and Nationality Act.

- Not to impede the exercise by DHS agents, "anywhere in or outside the United States" (8 C.F.R. § 287.5(a)(1)), of their authority under 8 U.S.C. § 1357(a)(1) to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," specifically by requiring such recipients to permit DHS agents to have access to any

correctional facility in order to meet with an alien (or an individual believed to be an alien) and inquire as to his right to be or remain in the United States.

The reasonable costs (to the extent not reimbursed under any other federal program) of complying with these conditions, including honoring any duly authorized request from DHS that is encompassed by these conditions, will be allowable costs under the award.

General Information about Post-federal Award Reporting Requirements
In addition to the deliverables described in Section A. Program Description, any recipient of an award under this solicitation will be required to submit the following reports and data.

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the OJP Grant Application Resource Guide for additional information on specific post-award reporting requirements, including performance measures data.

Accountability metrics data must be submitted through BJA's Performance Measurement Tool (PMT), available at https://bjapmt.ojp.gov. The accountability measures are available at: https://bjapmt.ojp.gov/help/jagdocs.html. (Note that if a law enforcement agency receives JAG funds from a state, the state must submit quarterly accountability metrics data related to training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

OJP may restrict access to award funds if a recipient of an OJP award fails to report required performance measure data in a timely manner.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see the title page of this solicitation.

For contact information for GMS, see the title page.

H. Other Information

Freedom of Information and Privacy Act (5 U.S.C. § 552 and 5 U.S.C. § 552a)
All applications submitted to OJP (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. See the OJP Grant Application Resource Guide for information on DOJ and OJP processes with regard to application information requested pursuant to FOIA.

Provide Feedback to OJP
To assist OJP in improving its application and award processes, OJP encourages applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. See the OJP Grant Application Resource Guide for information on providing solicitation feedback to OJP.

Appendix A

Certifications and Assurances by the Chief Executive of the Applicant Government

Template for use by the chief executive of the applicant unit of local government.

Visit https://www.bja.gov/Funding/FY2019LocalJAGCEOCertification.pdf to download the most up-to-date version.

Note: By law, for purposes of the JAG Program, the term "states" includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification
Printed Name of Chief Executive	Title of Chief Executive
Name of Applicant Unit of Local Government	

Rev. March 6, 2019

Appendix B

Certain relevant federal laws, as in effect on April 8, 2019

8 U.S.C. § 1373

Communication between government agencies and the Immigration and Naturalization Service

(a) In general

Notwithstanding any other provision of Federal, State, or local law, a Federal, State, or local government entity or official may not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

(b) Additional authority of government entities

Notwithstanding any other provision of Federal, State, or local law, no person or agency may prohibit, or in any way restrict, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status, lawful or unlawful, of any individual:

(1) Sending such information to, or requesting or receiving such information from, the Immigration and Naturalization Service.

(2) Maintaining such information.

(3) Exchanging such information with any other Federal, State, or local government entity.

(c) Obligation to respond to inquiries

The Immigration and Naturalization Service shall respond to an inquiry by a Federal, State, or local government agency, seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by law, by providing the requested verification or status information.

8 U.S.C. § 1644

Communication between State and local government agencies and Immigration and Naturalization Service

Notwithstanding any other provision of Federal, State, or local law, no State or local government entity may be prohibited, or in any way restricted, from sending to or receiving from the Immigration and Naturalization Service information regarding the immigration status, lawful or unlawful, of an alien in the United States.

8 U.S.C. § 1226(a) & (c)

Apprehension and detention of aliens

(a) Arrest, detention, and release

On a warrant issued by the Attorney General, an alien may be arrested and detained pending a decision on whether the alien is to be removed from the United States. Except as provided in subsection (c) and pending such decision, the Attorney General--

(1) may continue to detain the arrested alien; and
(2) may release the alien on--
(A) bond of at least $1,500 with security approved by, and containing conditions prescribed by, the Attorney General; or
(B) conditional parole; but
(3) may not provide the alien with work authorization (including an "employment authorized" endorsement or other appropriate work permit), unless the alien is lawfully admitted for permanent residence or otherwise would (without regard to removal proceedings) be provided such authorization.

***

(c) Detention of criminal aliens
(1) Custody
The Attorney General shall take into custody any alien who--
(A) is inadmissible by reason of having committed any offense covered in section 1182(a)(2) of this title,
(B) is deportable by reason of having committed any offense covered in section 1227(a)(2)(A)(ii), (A)(iii), (B), (C), or (D) of this title,
(C) is deportable under section 1227(a)(2)(A)(i) of this title on the basis of an offense for which the alien has been sentence1 to a term of imprisonment of at least 1 year, or
(D) is inadmissible under section 1182(a)(3)(B) of this title or deportable under section 1227(a)(4)(B) of this title,

when the alien is released, without regard to whether the alien is released on parole, supervised release, or probation, and without regard to whether the alien may be arrested or imprisoned again for the same offense.

(2) Release
The Attorney General may release an alien described in paragraph (1) only if the Attorney General decides pursuant to section 3521 of Title 18 that release of the alien from custody is necessary to provide protection to a witness, a potential witness, a person cooperating with an investigation into major criminal activity, or an immediate family member or close associate of a witness, potential witness, or person cooperating with such an investigation, and the alien satisfies the Attorney General that the alien will not pose a danger to the safety of other persons or of property and is likely to appear for any scheduled proceeding. A decision relating to such release shall take place in accordance with a procedure that considers the severity of the offense committed by the alien.

8 U.S.C. § 1231(a)(4)

(a) Detention, release, and removal of aliens ordered removed
****

4) Aliens imprisoned, arrested, or on parole, supervised release, or probation

(A) In general
Except as provided in section 259(a) of title 42 and paragraph (2), the Attorney General may not remove an alien who is sentenced to imprisonment until the alien is released from imprisonment. Parole, supervised release, probation, or possibility of arrest or further imprisonment is not a reason to defer removal.

(B) Exception for removal of nonviolent offenders prior to completion of sentence of imprisonment

The Attorney General is authorized to remove an alien in accordance with applicable procedures under this chapter before the alien has completed a sentence of imprisonment-

i. in the case of an alien in the custody of the Attorney General, if the Attorney General determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense related to smuggling or harboring of aliens or an offense described in section 1101(a)(43)(B), (C), (E), (I), or (L) of this title and (II) the removal of the alien is appropriate and in the best interest of the United States; or

ii. in the case of an alien in the custody of a State (or a political subdivision of a State), if the chief State official exercising authority with respect to the incarceration of the alien determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense described in section 1101(a)(43)(C) or (E) of this title), (II) the removal is appropriate and in the best interest of the State, and (III) submits a written request to the Attorney General that such alien be so removed.

(C) Notice

Any alien removed pursuant to this paragraph shall be notified of the penalties under the laws of the United States relating to the reentry of deported aliens, particularly the expanded penalties for aliens removed under subparagraph (B).

(D) No private right

No cause or claim may be asserted under this paragraph against any official of the United States or of any State to compel the release, removal, or consideration for release or removal of any alien.

8 U.S.C. § 1324(a)

Bringing in and harboring certain aliens

(a) Criminal penalties

(1)(A) Any person who—

i. knowing that a person is an alien, brings to or attempts to bring to the United States in any manner whatsoever such person at a place other than a designated port of entry or place other than as designated by the Commissioner, regardless of whether such alien has received prior official authorization to come to, enter, or reside in the United States and regardless of any future official action which may be taken with respect to such alien;

ii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, transports, or moves or attempts to transport or move such alien within the United States by means of transportation or otherwise, in furtherance of such violation of law;

iii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation;

iv. encourages or induces an alien to come to, enter, or reside in the United States, knowing or in reckless disregard of the fact that such coming to, entry, or residence is or will be in violation of law; or

v. (v)(I) engages in any conspiracy to commit any of the preceding acts, or

vi. (II) aids or abets the commission of any of the preceding acts, shall be punished as provided in subparagraph (B).

(B) A person who violates subparagraph (A) shall, for each alien in respect to whom such a violation occurs—

I. in the case of a violation of subparagraph (A)(i) or (v)(I) or in the case of a violation of subparagraph (A)(ii), (iii), or (iv) in which the offense was done for the purpose of commercial advantage or private financial gain, be fined under title 18, imprisoned not more than 10 years, or both;

II. in the case of a violation of subparagraph (A)(ii), (iii), (iv), or (v)(II), be fined under title 18, imprisoned not more than 5 years, or both;

III. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) during and in relation to which the person causes serious bodily injury (as defined in section 1365 of title 18) to, or places in jeopardy the life of, any person, be fined under title 18, imprisoned not more than 20 years, or both; and

IV. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) resulting in the death of any person, be punished by death or imprisoned for any term of years or for life, fined under title 18, or both.

(C) It is not a violation of clauses (ii) or (iii) of subparagraph (A), or of clause (iv) of subparagraph (A) except where a person encourages or induces an alien to come to or enter the United States, for a religious denomination having a bona fide nonprofit, religious organization in the United States, or the agents or officers of such denomination or organization, to encourage, invite, call, allow, or enable an alien who is present in the United States to perform the vocation of a minister or missionary for the denomination or organization in the United States as a volunteer who is not compensated as an employee, notwithstanding the provision of room, board, travel, medical assistance, and other basic living expenses, provided the minister or missionary has been a member of the denomination for at least one year.

(2) Any person who, knowing or in reckless disregard of the fact that an alien has not received prior official authorization to come to, enter, or reside in the United States, brings to or attempts to bring to the United States in any manner whatsoever, such alien, regardless of any official action which may later be taken with respect to such alien shall, for each alien in respect to whom a violation of this paragraph occurs-

(A) be fined in accordance with title 18 or imprisoned not more than one year, or both; or

(B) in the case of-

(i) an offense committed with the intent or with reason to believe that the alien unlawfully brought into the United States will commit an offense against the United States or any State punishable by imprisonment for more than 1 year,

(ii) an offense done for the purpose of commercial advantage or private financial gain, or

(iii) an offense in which the alien is not upon arrival immediately brought and presented to an appropriate immigration officer at a designated port of entry,

be fined under title 18 and shall be imprisoned, in the case of a first or second violation of subparagraph (B)(iii), not more than 10 years, in the case of a first or second violation of

subparagraph (B)(i) or (B)(ii), not less than 3 nor more than 10 years, and for any other violation, not less than 5 nor more than 15 years.

(3)(A) Any person who, during any 12-month period, knowingly hires for employment at least 10 individuals with actual knowledge that the individuals are aliens described in subparagraph (B) shall be fined under title 18 or imprisoned for not more than 5 years, or both.

(B) An alien described in this subparagraph is an alien who-

(i) is an unauthorized alien (as defined in section 1324a(h)(3) of this title), and

(ii) has been brought into the United States in violation of this subsection.

(4) In the case of a person who has brought aliens into the United States in violation of this subsection, the sentence otherwise provided for may be increased by up to 10 years if-

(A) the offense was part of an ongoing commercial organization or enterprise;

(B) aliens were transported in groups of 10 or more; and

(C)(i) aliens were transported in a manner that endangered their lives; or

(ii) the aliens presented a life-threatening health risk to people in the United States.

8 U.S.C. § 1357(a)

Powers of immigration officers and employees

(a) Any officer or employee of the Service authorized under regulations prescribed by the Attorney General shall have power without warrant—

(1) to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States;

(2) to arrest any alien who in his presence or view is entering or attempting to enter the United States in violation of any law or regulation made in pursuance of law regulating the admission, exclusion, expulsion, or removal of aliens, or to arrest any alien in the United States, if he has reason to believe that the alien so arrested is in the United States in violation of any such law or regulation and is likely to escape before a warrant can be obtained for his arrest, but the alien arrested shall be taken without unnecessary delay for examination before an officer of the Service having authority to examine aliens as to their right to enter or remain in the United States;

(3) within a reasonable distance from any external boundary of the United States, to board and search for aliens any vessel within the territorial waters of the United States and any railway car, aircraft, conveyance, or vehicle, and within a distance of twenty-five miles from any such external boundary to have access to private lands, but not dwellings, for the purpose of patrolling the border to prevent the illegal entry of aliens into the United States;

(4) to make arrests for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if he has reason to believe that the person so arrested is guilty of such felony and if there is likelihood of the person escaping before a warrant can be obtained for his arrest, but the person arrested shall be taken without unnecessary delay before the nearest available officer empowered to commit persons charged with offenses against the laws of the United States; and

(5) to make arrests-

(6) for any offense against the United States, if the offense is committed in the officer's or employee's presence, or

(7) for any felony cognizable under the laws of the United States, if the officer or employee has reasonable grounds to believe that the person to be arrested has committed or is committing such a felony,

(8) if the officer or employee is performing duties relating to the enforcement of the immigration laws at the time of the arrest and if there is a likelihood of the person escaping before a warrant can be obtained for his arrest.

Under regulations prescribed by the Attorney General, an officer or employee of the Service may carry a firearm and may execute and serve any order, warrant, subpoena, summons, or other process issued under the authority of the United States. The authority to make arrests under paragraph (5)(B) shall only be effective on and after the date on which the Attorney General publishes final regulations which (i) prescribe the categories of officers and employees of the Service who may use force (including deadly force) and the circumstances under which such force may be used, (ii) establish standards with respect to enforcement activities of the Service, (iii) require that any officer or employee of the Service is not authorized to make arrests under paragraph (5)(B) unless the officer or employee has received certification as having completed a training program which covers such arrests and standards described in clause (ii), and (iv) establish an expedited, internal review process for violations of such standards, which process is consistent with standard agency procedure regarding confidentiality of matters related to internal investigations.

8 U.S.C. § 1366(1) & (3)

Annual report on criminal aliens

Not later than 12 months after September 30, 1996, and annually thereafter, the Attorney General shall submit to the Committees on the Judiciary of the House of Representatives and of the Senate a report detailing—

(1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense;

***

(3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal;

***.

Appendix C

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

(1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?

(2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

(3) If yes to either:
- Please provide a copy of each law or policy;
- Please describe each practice; and
- Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

Appendix D

Additional purposes for which JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used:

(a) To enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq., to improve the functioning of the **criminal justice** system, with emphasis on violent crime and serious offenders, by means including providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws, and to assist the victims of such crimes (other than compensation), including—

(1) demand-reduction education programs in which law enforcement officers participate;

(2) multi-jurisdictional task-force programs that integrate federal, state, and local drug-law-enforcement agencies and prosecutors for the purpose of enhancing inter-agency co-ordination and intelligence, and facilitating multi-jurisdictional investigations;

(3) programs designed to target the domestic sources of controlled and illegal substances, such as precursor chemicals, diverted pharmaceuticals, clandestine laboratories, and cannabis cultivations;

(4) providing community and neighborhood programs that assist citizens in preventing and controlling crime, including special programs that address the problems of crimes committed against the elderly and special programs for rural jurisdictions;

(5) disrupting illicit commerce in stolen goods and property;

(6) improving the investigation and prosecution of white-collar crime, organized crime, public-corruption crimes, and fraud against the government, with priority attention to cases involving drug-related official corruption;

(7)(A) improving the operational effectiveness of law enforcement through the use of crime-analysis techniques, street-sales enforcement, schoolyard-violator programs, and gang-related and low-income-housing drug-control programs; and

(B) developing and implementing anti-terrorism plans for deep-draft ports, international airports, and other important facilities;

(8) career-criminal prosecution programs, including the development of proposed model drug-control legislation;

(9) financial investigative programs that target the identification of money-laundering operations and assets obtained through illegal drug trafficking, including the development of proposed model legislation, financial investigative training, and financial information-sharing systems;

(10) improving the operational effectiveness of the court process, by expanding prosecutorial, defender, and judicial resources, and implementing court-delay-reduction programs;'

(11) programs designed to provide additional public correctional resources and improve the corrections system, including treatment in prisons and jails, intensive-supervision programs, and long-range corrections and sentencing strategies;

(12) providing prison-industry projects designed to place inmates in a realistic working and training environment that will enable them to acquire

marketable skills and to make financial payments for restitution to their victims, for support of their own families, and for support of themselves in the institution;

(13) providing programs that identify and meet the treatment needs of adult and juvenile drug-dependent and alcohol-dependent offenders;

(14) developing and implementing programs that provide assistance to jurors and witnesses, and assistance (other than compensation) to victims of crimes;

(15)(A) developing programs to improve drug-control technology, such as pretrial drug-testing programs, programs that provide for the identification, assessment, referral to treatment, case-management and monitoring of drug-dependent offenders, and enhancement of state and local forensic laboratories; and

(B) developing programs to improve **criminal justice** information systems (including automated fingerprint identification systems) to assist law enforcement, prosecution, courts, and corrections organizations;

(16) innovative programs that demonstrate new and different approaches to enforcement, prosecution, and adjudication of drug offenses and other serious crimes;

(17) addressing the problems of drug trafficking and the illegal manufacture of controlled substances in public housing;

(18) improving the criminal and juvenile justice system's response to domestic and family violence, including spouse abuse, child abuse, and abuse of the elderly;

(19) drug-control evaluation programs that the state and units of local government may utilize to evaluate programs and projects directed at state drug-control activities;

(20) providing alternatives to prevent detention, jail, and prison for persons who pose no danger to the community;

(21) programs of which the primary goal is to strengthen urban enforcement and prosecution efforts targeted at street drug sales;

(22) programs for the prosecution of driving while intoxicated charges and the enforcement of other laws relating to alcohol use and the operation of motor vehicles;

(23) programs that address the need for effective bindover systems for the prosecution of violent 16- and 17-year-old juveniles, in courts with jurisdiction over adults, for the crimes of—

(A) murder in the first degree;
(B) murder in the second degree;
(C) attempted murder;
(D) armed robbery when armed with a firearm;
(E) aggravated battery or assault when armed with a firearm;
(F) criminal sexual penetration when armed with a firearm; and
(G) drive-by shootings as described 18 U.S.C. § 36;

(24) law-enforcement and prevention programs relating to gangs or to youth who are involved or at risk of involvement in gangs;

(25) developing or improving, in a forensic laboratory, a capability to analyze DNA for identification purposes; and

(26) developing and implementing anti-terrorism training programs and procuring equipment for use by local law-enforcement authorities; and

(b) To reduce crime and improve public safety, including but not limited to, the following:

(1)(A) hiring, training, and employing on a continuing basis new, additional law enforcement officers and necessary support personnel;

(B) paying overtime to presently-employed law enforcement officers and necessary support personnel for the purpose of increasing the number of hours worked by such personnel; and

(C) procuring equipment, technology, and other material directly related to basic law-enforcement functions;

(2) enhancing security measures—

(A) in and around schools; and

(B) in and around any other facility or location that is considered by the unit of local government to have a special risk for incidents of crime;

(3) establishing crime-prevention programs that may, though not exclusively, involve law-enforcement officials and that are intended to discourage, disrupt, or interfere with the commission of criminal activity, including neighborhood-watch and citizen-patrol programs, sexual-assault and domestic-violence programs, and programs intended to prevent juvenile crime;

(4) establishing or supporting drug courts;

(5) establishing early-intervention and -prevention programs for juveniles, in order to reduce or eliminate crime;

(6) enhancing the adjudication process of cases involving violent offenders, including violent juvenile offenders;

(7) enhancing programs under **(a)**, above;

(8) establishing co-operative task forces between adjoining units of local government to work co-operatively to prevent and combat criminal activity, particularly criminal activity that is exacerbated by drug- or gang-related involvement; and

(9) establishing a multi-jurisdictional task force, particularly in rural areas, composed of law-enforcement officials representing units of local government, that works with Federal law-enforcement officials to prevent and control crime.

Appendix E
Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program:

FY 2019 Local Solicitation

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:
_____ Acquire a DUNS Number (see the OJP Grant Application Resource Guide)
_____ Acquire or renew registration with SAM (see the OJP Grant Application Resource Guide)

To Register with GMS:
_____ For new users, acquire a GMS username and password*
(see the OJP Grant Application Resource Guide)
_____ For existing users, check GMS username and password* to ensure account access
(see the OJP Grant Application Resource Guide)
_____ Verify SAM registration in GMS (see the OJP Grant Application Resource Guide)
_____ Search for correct funding opportunity in GMS
(see the OJP Grant Application Resource Guide)
_____ Select correct funding opportunity in GMS (see the OJP Grant Application Resource Guide)
_____ Register by selecting the "Apply Online" button associated with the funding opportunity title
(see the OJP Grant Application Resource Guide)
_____ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm
(see the OJP Grant Application Resource Guide)
_____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center
(see page 2)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

_____ Review the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2019 Awards" in the OJP Funding Resource Center at https://ojp.gov/funding/index.htm.

Scope Requirement:

_____ The federal amount requested is within the allowable limit(s) of the FY 2019 JAG Allocations List as listed on BJA's JAG web page.

Eligibility Requirement: Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision ofa state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes.

What an Application Should Include:

_____ Application for Federal Assistance (SF-424) (see page 17)
_____ Intergovernmental Review (see page 17)
_____ Project Identifiers (see page 18)
_____ Program Narrative (see page 18)
_____ Budget and Associated Documentation (see page 19)
_____ Indirect Cost Rate Agreement (if applicable) (see page 19)
_____ Tribal Authorizing Resolution (if applicable) (see page 20)
_____ Financial Management and System of Internal Controls Questionnaire (see page 20)
_____ Disclosure of Lobbying Activities (SF-LLL) (if applicable) (see page 20)
_____ Certifications and Assurances by Chief Executive (see Appendix A)
_____ Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE) (see Appendix C)
_____ OJP Certified Standard Assurances (see page 20)
_____ Applicant Disclosure of Pending Applications (see page 21)
_____ Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see page 21)
_____ Research and Evaluation Independence and Integrity (if applicable) (see page 21)

FY 2019 BJA Justice Assistance Grant
ABSTRACT

NAME: West Valley City

TITLE OF PROJECT: FY 2019 JAG – West Valley City Police Efficiency and Efficacy Project

DESCRIPTION OF THE PROBLEM: The West Valley City Police Department is embarking on a campaign to increase efficiency and efficacy across the department. A number of sections and squads have been identified as targets for the first round of these improvements. These sections and squads are using outdated processes and equipment which results in slower response to community needs, less time available for policing, and cobbled-together, inefficient systems.

TARGETED AREA/POPULATION: West Valley City is geographically located on the western side of the Salt Lake Valley in Utah. The current population is just over 130,000 and covers 35.5 square miles. Our agency handles the highest amount of calls for service per capita in the State of Utah.

PROJECT GOALS AND OBJECTIVES: The West Valley City Police Efficiency and Efficacy Project's goals are to improve the level of service provided to the community by decreasing the amount of time officers spend on non-policing related tasks, replace old and outdated technology to streamline data, and implement better processes. Increasing the efficiency and efficacy of the police department will result in better service for the people that live, work, or visit West Valley City.

DESCRIPTION OF PROJECT STRATEGY:
We will improve efficiency and efficacy by replacing outdated processes, policies, equipment, software, and services with best practices from across the US and state of the art equipment used for its intended purpose.

SIGNIFICANT PARTNERSHIPS: N/A

ANTICIPATED OUTCOMES: We expect the new systems and processes will improve our recruiting, training, and retention of officers. We expect the updated technology will make the officers more efficient and effective in preliminary and follow up investigations.

PROJECT IDENTIFIERS: 1. Policing
2. Equipment – Video/Audio
3. GPS Trackers
4. Equipment - General

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification
Printed Name of Chief Executive	Title of Chief Executive
Name of Applicant Unit of Local Government	

Rev. March 6, 2019

U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

September 20, 2019

Mr. Wayne T. Pyle
West Valley City
3600 South Constitution Boulevard
West Valley, UT 84119

Dear Mr. Pyle:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of $103,511 for West Valley City.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Kathy Mason, Program Manager at (202) 514-8692; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures

U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 20, 2019

Mr. Wayne T. Pyle
West Valley City
3600 South Constitution Boulevard
West Valley, UT 84119

Dear Mr. Pyle:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

West Valley City
3600 South Constitution Boulevard
West Valley, UT 84119

4. AWARD NUMBER: 2019-DJ-BX-0795

5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2022

BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2022

6. AWARD DATE 09/20/2019

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
870362455

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
053734703

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
FY 2019 JAG Program

10. AMOUNT OF THIS AWARD $ 103,511

11. TOTAL AWARD $ 103,511

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan

Principal Deputy Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Wayne T. Pyle
City Manager

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		103511

21. UDJUGT1317

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2019-DJ-BX-0795 AWARD DATE 09/20/2019

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

   Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

   Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

PROJECT NUMBER 2019-DJ-BX-0795 AWARD DATE 09/20/2019

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

   References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

   On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

   Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

SPECIAL CONDITIONS

31. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

SPECIAL CONDITIONS

32. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

33. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere … 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

37. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

SPECIAL CONDITIONS

40. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

SPECIAL CONDITIONS

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

SPECIAL CONDITIONS

47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

SPECIAL CONDITIONS

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

SPECIAL CONDITIONS

55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

SPECIAL CONDITIONS

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https:/ / nij.gov/ topics/ technology/ body-armor/ pages/ safety-initiative.aspx.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

SPECIAL CONDITIONS

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at https:/ / www.bja.gov/ Login.aspx to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at https:/ / www.bja.gov/ profile.aspx. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at https:/ / www.bja.gov/ SuccessStoryList.aspx.

PROJECT NUMBER 2019-DJ-BX-0795 AWARD DATE 09/20/2019

SPECIAL CONDITIONS

67. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

68. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for West Valley City

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

U.S. Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2019-DJ-BX-0795

This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

1. STAFF CONTACT (Name & telephone number)

Kathy Mason
(202) 514-8692

2. PROJECT DIRECTOR (Name, address & telephone number)

Julia Jorgensen
Lieutenant
3600 South Constitution Boulevard
West Valley, UT 84119
(801) 963-3434

3a. TITLE OF THE PROGRAM

BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

FY 2019 JAG Program

5. NAME & ADDRESS OF GRANTEE

West Valley City
3600 South Constitution Boulevard
West Valley, UT 84119

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2018 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2018 TO: 09/30/2022

9. AMOUNT OF AWARD

$ 103,511

10. DATE OF AWARD

09/20/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

OJP FORM 4000/2 (REV. 4-88)

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

Item #:	
Fiscal Impact:	Not to exceed $193,000.00
Funding Source:	Program Mod/Light Veh Repl
Account #:	45-9620-40730-00000-0000
Budget Opening required:	No

ISSUE:

LIGHT VEHICLE REPLACEMENT PURCHASE

SYNOPSIS:

This resolution authorizes the purchase of five light vehicles from Young Ford.

BACKGROUND:

The Public Works Department would like to purchase a Ford F-550 cab & chassis. This truck will be upfitted with a multi-function bed that will allow the Transportation Division to use it for street sign repairs & replacement, as well as painting and striping city cross walks.

The police department has had four Ford Police Interceptor Sedans totaled this past year at no fault of their own due to automobile accidents resulting in total losses. The City has been able recuperate $107,128.32 from responsible party's insurance. Due to the Ford Police Interceptor Sedans going away, and the City deciding to go with the Ford Police Interceptor Hybrid SUV's that are priced substantially higher than the sedan, we have been authorized to use funds from the last TNT vehicle auction to cover the remainder of the difference.

Young Ford has the state contract (AV2529) to sell Ford vehicles. The prices indicated below are competitive and the vehicles meet the City's needs.

Number of Vehicles	Type of Vehicle	Cost Per Vehicle
1	Ford F-550 cab & chassis	$42,134.00
4	Ford Police Interceptor Hybrid SUV	$37,557.00
	TOTAL	$192,362.00

Replaced Vehicle	Make Model	Year
711457	Ford Interceptor Sedan	2015
711518	Ford Interceptor Sedan	2016
711590	Ford Interceptor Sedan	2018
711638	Ford Interceptor Sedan	2019
781085	Ford F-350	2008

RECOMMENDATION:
Approve purchase of five vehicles from Young Ford.

SUBMITTED BY:
Eric Madsen, Fleet Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF ONE FORD F-550 AND FOUR FORD POLICE INTERCEPTOR HYBRID SUVS FROM YOUNG FORD.

WHEREAS, West Valley City wishes to purchase an F-550 truck and four Ford Police Interceptor Hybrid SUVs for use by the Public Works and Police Departments; and

WHEREAS, Young Ford has been awarded the State Contract to supply said vehicles; and

WHEREAS, the price awarded to Young Ford is within price parameters and meets the City's needs; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to purchase said vehicles;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase said vehicles from Young Ford for an amount not to exceed $193,000.00 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

VIRTC1DP V4.56 5432 EN

```
CNGP825                          Vehicle Order                  10/28/19 11:26:44
==> _________ ________________________________________             Dealer: F56653
Model Yr: 20       Body: W5H   Beg Ord: 0001   No Units:  001     End Ord: ____
Ord Type: 0  Series/PEP: 660A   Engine: 99 N      Trans: 44 G    Whlbase: 203
Priority: M3      Paint: Z1       Trim: 1S       Accent: __        Roof: __
Add: B4A  512  TGM  96V  90L  872  68M  ___  ___  ___  ___  ___  ___  ___  ___
     ___  ___  ___  ___  ___  ___  ___  ___  ___  ___  ___  ___  ___  ___  ___
Del: ___  ___  ___  ___  ___  ___  ___  ___  ___  ___
Init: _  Cust/Flt Name: WEST VALLEY__        Ord FIN: QS050    User FIN: QS050
PO Number:    _____________  Ship-to Code: ______  Additional Trailers (Y/N): _
```

```
RETURN=Edit/Price    F1=Help              F3/F12=Veh Ord Menu
F4=Submit/No Price   F5=Add to Library    F6=Clear
F9=Targeted Veh      F11=Sng Alter/Cancel F13=Mult Alter/Cancel    F15=Library
S017 - ENTER REQUIRED INFORMATION.                                   QC06191
```

V1DP0210 3,12

VIRTC1DP V4.56 5432 EN

```
CNGP530                    VEHICLE ORDER CONFIRMATION          10/28/19 11:26:24
==> _________ ____________________________________                Dealer: F56653
                              2020 F-SERIES SD                    Page: 1 of 2
Order No: 0001    Priority: M3  Ord FIN: QS050  Order Type: 5B Price Level: 020
Ord PEP:  660A Cust/Flt Name: WEST VALLEY         PO Number:
                       RETAIL                                      RETAIL
 W5H  F550 4X4 CRW CC $47195              17F  XL DECOR PKG          NC
      203" WHEELBASE                           LESS TPMS
 Z1   OXFORD WHITE                             19500# GVWR PKG
 1    CLTH 40/20/40       315             425  50 STATE EMISS        NC
 S    MEDIUM EARTH GR                     512  SPARE TIRE/WHL2      350
660A  PREF EQUIP PKG                     61J  JACK                  NC
      .XL TRIM                            65Z  AFT AXLE TANK         NC
 572  .AIR CONDITIONER     NC             68M  PAYLD PLUS UPGR     1155
      .AMFM/MP3/CLK
 99N  7.3L DEC V8 ENG      NC        TOTAL BASE AND OPTIONS 53425
 44G  10-SPD AUTOMATC      NC        TOTAL                  53425
 TGM  225 TRACTION        190        *THIS IS NOT AN INVOICE*
 X8L  4.88 LTD SLIP       360
 90L  PWR EQUIP GROUP    1125        * MORE ORDER INFO NEXT PAGE *
      TELE TT MIR-PWR                              F8=Next
 F1=Help                F2=Return to Order          F3/F12=Veh Ord Menu
 F4=Submit    F5=Add to Library
S006 - MORE DATA IS AVAILABLE.                                    QC06191
                                                   V1DP0210          2,6
```

42,134




```
CNGP530                  VEHICLE ORDER CONFIRMATION          10/28/19 11:26:30
==> _________ ____________________________________                Dealer: F56653
                            2020 F-SERIES SD                       Page: 2 of 2
Order No: 0001    Priority: M3  Ord FIN: QS050  Order Type: 5B Price Level: 020
Ord PEP:  660A Cust/Flt Name: WEST VALLEY        PO Number:
                       RETAIL                                  RETAIL
872  RR CAM & PREP K    $415
96V  XL VALUE PKG        725
     .CRUISE CONTROL
     SP DLR ACCT ADJ
     SP FLT ACCT CR
     FUEL CHARGE
B4A  NET INV FLT OPT      NC
     DEST AND DELIV     1595

TOTAL BASE AND OPTIONS 53425
TOTAL                  53425
*THIS IS NOT AN INVOICE*


                                                          F7=Prev
 F1=Help                F2=Return to Order          F3/F12=Veh Ord Menu
 F4=Submit    F5=Add to Library
S099 - PRESS F4 TO SUBMIT                                      QC06191
_____________________________________________________________________
                                                  V1DP0210          2,6
```

VIRTC1DP V4.56 5432 EN

```
CNGP510        Targeted Product Offering Vehicle Order        06/06/19 13:26:21
==> _________ ________________________________________                Dealer: F56653
Model Yr: 20       Body: K8A   Beg Ord: 0001   No Units:  001    End Ord: ____
Ord Type: 0  Order Code: 500A
Priority: H4      Paint: LK       Trim: 96       Accent: __          Roof: __
Add: B4A  17T  19V  425  43D  51R  549  593  65L  66A  68B  68G  76P  76R  86T
     153  55F  52P  ___  ___  ___  ___  ___  ___  ___  ___  ___  ___  ___  ___
Del: ___  ___  ___  ___  ___  ___  ___  ___  ___  ___
Init: _  Cust/Flt Name: WEST VALLEY__       Ord FIN: QS050    User FIN: QS050
PO Number:  _____________  Ship-to Code: ______  Additional Trailers (Y/N): _

RETURN=Edit/Price    F1=Help              F3/F12=Veh Ord Menu
F4=Submit/No Price   F5=Add to Library    F6=Clear
F9=Vehicle Order     F11=Sng Alter/Cancel F15=Library
S017 - ENTER REQUIRED INFORMATION.                                   QC06191
                                                          V1DP0124        3,12
```

37.557

VIRTC1DP V4.56 5432 EN

```
CNGP530                  VEHICLE ORDER CONFIRMATION          06/06/19 13:26:11
==> _________ ____________________________________________        Dealer: F56653
                          2020 EXPLORER 4-DOOR                    Page: 1 of 2
Order No: 0001    Priority: H4  Ord FIN: QS050  Order Type: 5B Price Level: 020
Ord Code: 500A Cust/Flt Name: WEST VALLEY         PO Number:
                      RETAIL                                      RETAIL
 K8A  4DR AWD POLICE  $40615            51R  DRV LED SPT LMP    $395
      .119" WHEELBASE                   549  PWR MIRR HTD         60
 LK   DARK BLUE                         55F  KEYLESS - 4 FOB     340
 9    CLTH BKTS/VNL R                   593  ANTI THEFT          120
 6    EBONY                             65L  18" WHEEL COVER      60
500A  EQUIP GRP                         66A  FRONT HDLMP PKG     895
      .AM/FM STEREO                          .GRILL WIRING
 99W  .3.3L HYBRID          NC           68B  PERIMETER ALERT     675
 44B  .10-SP MOD HYBRD      NC
 52P  DR LOCK PLUNGER      160          TOTAL BASE AND OPTIONS 45200
      JOB #2 ORDER                      TOTAL                  45200
 17T  CARGO DOME LAMP       50          *THIS IS NOT AN INVOICE*
 19V  R CAM ON DEMAND      230
 425  50 STATE EMISS        NC          * MORE ORDER INFO NEXT PAGE *
 43D  COURTESY DISABL       25                        F8=Next
 F1=Help                F2=Return to Order           F3/F12=Veh Ord Menu
 F4=Submit              F5=Add to Library
S006 - MORE DATA IS AVAILABLE.                                    QC06191
                                                    V1DP0124          2,6
```

VIRTC1DP V4.56 5432 EN

```
CNGP530                  VEHICLE ORDER CONFIRMATION          06/06/19 13:26:16
==> _________ ____________________________________________        Dealer: F56653
                              2020 EXPLORER 4-DOOR                 Page: 2 of 2
Order No: 0001    Priority: H4  Ord FIN: QS050  Order Type: 5B Price Level: 020
Ord Code: 500A Cust/Flt Name: WEST VALLEY        PO Number:
                       RETAIL                                 RETAIL
68G  RR DR/LK INOP        NC
76P  PRE COLL ASSIST     145
76R  REVERSE SENSING     275
86T  RR TAILLAMP HSG      60
153  FRT LICENSE BKT      NC
     SP DLR ACCT ADJ
     SP FLT ACCT CR
     FUEL CHARGE
B4A  NET INV FLT OPT      NC
     DEST AND DELIV     1095

TOTAL BASE AND OPTIONS 45200
TOTAL                  45200
*THIS IS NOT AN INVOICE*
                                                        F7=Prev
 F1=Help                F2=Return to Order              F3/F12=Veh Ord Menu
 F4=Submit              F5=Add to Library
S099 - PRESS F4 TO SUBMIT                                          QC06191
                                                        V1DP0124          2,6
```

Item: SALT LAKE COUNTY HOME PROGRAM
Fiscal Impact: $272,000
Funding Source: HOME FUNDS
Account #: 60-6082-40750-00000-0000

Budget Opening Required: YES

ISSUE:

Receive approval to enter into a Sub-Grant Agreement, for 2 contracts #HCD19115 and #HCD19116 with Salt Lake County for the FY 2019-2020 HOME Investment Partnership Program.

SYNOPSIS:

As the lead agency in the local HOME consortium, Salt Lake County has notified West Valley City of their annual allocation of HOME funds. West Valley City will administer a Rehabilitation Program and a Down Payment Assistance Program, using these funds. West Valley City will receive ten percent for administrative fees.

I.	Housing Rehabilitation Programs (HCD19115) Total Budget		$ 195,000.00
	a. Rehabilitations:	$ 174,800.00	
	b. Project delivery costs:	$ 20,200.00	
II.	Down Payment Assistance Program (HCD19116) Total Budget		$ 77,000.00
	a. Down payments:	$ 70,000.00	
	b. Project delivery costs:	$ 7,000.00	
	Total		**$ 272,000.00**

BACKGROUND:

The County has entered into a grant agreement with the U.S. Department of Housing and Urban Development (HUD) for financial assistance to conduct a HOME Investment Partnership Program (HOME Program) pursuant to the HOME Investment Partnerships Act, Title II of the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. 12701-12839, as amended, and subject to the Rules and Regulations, promulgated by HUD governing the conduct of HOME Investment Partnership Programs including, but not limited to, Title 24, Part 92 of the Code of Federal Regulations (CFR) (the Rules and Regulations); and the applicable Circulars published by the U.S. Office of Management and Budget (OMB Circulars).

Salt Lake County has created a consortium involving six Utah cities. West Valley City is a member of the Salt Lake County HOME Consortium, as per the multi-year HUD HOME Interlocal Agreement signed in July 2017. Each year West Valley City has been allocated HOME funds through this partnership. The funding is restrictive allowing only certain residential construction, home rehabilitation and down payment assistance.

RECOMMENDATION:

It is recommended that the Sub-grant Agreement be approved.

SUBMITTED BY: Heather Royall, WVC Assistant Grants Administrator

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING TWO SUBGRANT AGREEMENTS BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY GOVERNING THE DISBURSEMENT AND USE OF HOME INVESTMENT PARTNERSHIP FUNDING.

WHEREAS, the City desires to receive federal funding under the HOME Investment Partnerships Act for use in maintaining and preserving certain affordable housing within the City; and

WHEREAS, Salt Lake County is the designated lead agency in the HOME funding consortium and administers subgrants from the federal government; and

WHEREAS, Salt Lake County is willing to grant, and the City is willing to receive, HOME funding on terms established by federal law; and

WHEREAS, two Subgrant Agreements for the Conduct of a HOME Investment Partnerships Program (the "Agreements") have been prepared by and between Salt Lake County and the City that set forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreements;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreements are hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreements for and in behalf of West Valley City, subject to approval of the final form of the Agreements by the City Manager and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

SALT LAKE COUNTY
HOME Ownership/Rental Development
District Attorney No. 19-14006
County Contract No.:HCD19116
Program Year: 2019
Home Project No(s):HM16WVC19

SUBGRANT AGREEMENT FOR THE CONDUCT OF A
HOME INVESTMENT PARTNERSHIPS PROGRAM
Between
SALT LAKE COUNTY

And
WEST VALLEY CITY

THIS SUBGRANT AGREEMENT is entered into and shall be effective as of the 1st day of July, 2019, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, ("County"), and WEST VALLEY CITY, a municipal corporation of the State of Utah, 3600 Constitution Blvd., West Valley City, Utah, 84119, ("Subgrantee").

RECITALS

A. County has entered into a grant agreement (the "Grant Agreement") with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a HOME Investment Partnership Program ("HOME ") pursuant to the HOME Investment Partnerships Act, located at Title II of the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. § 12701-12898 (the "Act"), as amended, and subject to the Rules and Regulations, promulgated by HUD governing the conduct of HOME Investment Partnership Programs including, but not limited to, Title 24, Part 92 of the Code of Federal Regulations ("CFR") (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"); and

B. Based on recommendations made by the Salt Lake County Consortium Housing Committee, the Mayor of Salt Lake County approved the sub-grant of the funds described in this Agreement to be used for the specific purposes described herein on May 7, 2019 ("Home Project"); and

C. Subgrantee desires to serve as a HOME Subgrantee of a Home Project, described in the Statement of Work and Attachment I; and

D. County has determined that the Home Project is eligible for funding under the HOME

program; and

E. Subgrantee has been fully informed and understands all requirements and obligations that must be met by Subgrantee in order to utilize HOME funds for the Home Project, including but not limited to, the requirement that the assisted housing units must remain affordable to low-income households for a period of five (5) and up to twenty (20) years, in accordance with 24 CFR Part 92, Sections 203, 251-253; and

F. Under this Agreement Subgrantee will receive HOME funds from County under County's HOME program and, therefore, this Agreement is a sub-granting arrangement arrived at between County and Subgrantee.

NOW, THEREFORE, in consideration of the mutual promises, payments, and other provisions hereof, County and Subgrantee agree as follows:

GENERAL PROVISIONS

1. Content of this Agreement. This Agreement consists of this part "General Provisions" and the following listed attachments that are appended hereto and incorporated herein, together with all of the HOME requirements referred to in Paragraph 7 below whether or not they are attached:

(a) Attachment I Statement of Work (including all Sub-attachments if this Agreement covers more than one Home Project).

(b) Attachment II Budget (including all Sub-attachments if this Agreement covers more than one Home Project).

(c) Attachment III Home Project Schedule (including all Sub-attachments if this Agreement covers more than one Home Project).

2. Home Project Responsibility. The Housing and Community Development Division ("HCD") is hereby designated as the representative of County regarding all HOME matters and shall be responsible for the overall administration and management of that program and the manner in which the Home Project(s) described herein are conducted. In the administration of this Agreement, HCD shall coordinate with all County's agencies, as appropriate.

3. Statement of Work. The Home Project(s) to be conducted are listed in County's Program Description as submitted to HUD for the HOME Year specified on Page 1 above, and are generally described in the Statement of Work, which is Attachment I hereto, and referred to hereinafter as the "Home Project." Subgrantee shall perform or cause to be performed all work required for the Home Project, and, in that performance, shall conduct all personnel staffing and contracting, provide all services, and furnish all related real and personal property required to successfully complete the Home Project, which shall be completed in a manner satisfactory to

County and in accordance with this Agreement and its attachments and 24 CFR Part 92.

(a) Subgrantee shall include the provisions of Paragraph 16 (a) – (h) of this Agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions.

4. Home Project Budget.

(a) A budget must be prepared for each Home Project and submitted to County for review and approval prior to the start of each of the Home Project, and the approved budget(s) must be attached to this Agreement as Attachment II, with a sub-attachment number for each Home Project, if appropriate, at the time of the execution. All budget(s) shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Home Project.

(b) Subgrantee 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) as such changes become necessary. All changes, within the budget(s), however, shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount of any "Fixed Total Home Project Costs" in any of the budgets(s) under this Agreement, or which would increase or decrease the total amount of funding specified in Paragraph 10(a) below 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 Sub-paragraphs 12(a) and (b) below.

5. Period of Performance and Affordability.

(a) The Home Project period of performance shall be 12 months, which period shall begin on July 1, 2019, and end on June 30, 2020. **This Agreement shall remain in effect through the Affordability Period as set forth in 24 CFR § 92.254.** Agreement expiration date will be approximately 90 days after the period of performance (September 30, 2020). In the event the date on which this Agreement is fully signed is more recent than the above beginning date, then this Agreement shall be considered to be retroactive and to have taken effect on the above beginning date. As time is of the essence, the Home Project must be completed in a timely fashion. The Subgrantee expressly agrees to complete all work required by this Agreement in accordance with the Home Project Schedule specified in Attachment III and shall not extend beyond the end of the Period of Performance specified above unless this Agreement is amended authorizing an extension of that period.

(b) Subject to the provisions of Paragraph 15 below, entitled Notice to Proceed, all costs which are incurred on the Home Project by Subgrantee after the effective date of this

Agreement and which have been determined by County to be appropriate and allowable costs of the Home Project shall be eligible for reimbursement and payment.

(c) In addition the Home Project is subject to ongoing compliance requirements of the HOME program for the applicable affordability period for Five (5) years from the date of initial occupancy as set forth in 24 CFR § 92.252(e), and any other applicable provisions (the Affordability Period"). **This Agreement shall remain in effect throughout the Affordability Period.** During the Affordability Period, the Subgrantee will assure continued compliance with HOME requirements, this includes ongoing property standards, occupancy, and rent limits compliance.

(d) All amendments of this Agreement, including extensions of time and termination, shall be accomplished in writing and in accordance with all requirements of Paragraph 12, entitled Changes, and shall comply with the requirements of 24 CFR Part 92. Failure by Subgrantee to adhere to the Home Project Schedule may result in a default by Subgrantee and the repayment of HOME funds by Subgrantee to County.

6. Affordability Requirements. Subgrantee assures County that housing assisted with Home Project and matching funds will meet the affordability requirements of 24 CFR § 92.252 (rental housing) or 24 CFR § 92.254 (homeownership), as applicable, and guarantees repayment of funds if the housing does not meet said affordability requirements. Failure by the Subgrantee to maintain the affordability requirements, as applicable, shall be considered a breach of this Agreement, and, if the affordability requirements are not met, Subgrantee shall repay such funds regardless of any subordination or other agreement entered into by the County with other lenders of the Home Project.

(a) Enforcement.

(i) The parties specifically agree that County shall require means of enforcement which may include, but are not limited to, liens on real property, deed restrictions as required by 24 CFR § 92.252, covenants running with the land, or other mechanisms approved by HUD, as a means of ensuring compliance with affordability restrictions set forth above. In addition to enforcement mechanisms that run with the land, County may, in its discretion, choose to enforce the affordability requirements through specific performance or a breach of contract action.

(ii) For homeownership HOME Projects, County shall impose either resale or recapture requirements as set forth in 24 CFR § 92.254, as appropriate, based on the type of assistance provided. In addition to enforcement mechanisms that run with the land, County may, in its discretion, choose to enforce the affordability requirements through a breach of contract action.

(b) Remedies. Subgrantee acknowledges that the development of affordable housing provides significant intangible benefits to County related to its obligation to provide for the

health and safety of the community. Subgrantee further acknowledges that under HUD regulations, failure by Subgrantee to fulfill its obligations to maintain affordability as set forth above, could result in HUD, at any time in the future and at its sole discretion, requiring County to reimburse HUD, with non-federal funds, up to the full amount funded to Subgrantee under this Agreement. For these reasons, the damages to County in the event Subgrantee breaches its obligation to maintain affordability would be extremely difficult to quantify; therefore, in addition to all rights and remedies afforded to County under Paragraph 6(a) above, should County, in the event of breach, elect to enforce the affordability requirements through a contract action, the Subgrantee, shall pay to County liquidated damages equal to the total funding amount specified in Paragraph 10(a) of this Agreement and any amendments thereto.

(c) Commencement of Affordability Period. The applicable affordability period shall commence upon the date of the Notice of Home Project Close Out, which shall be issued to Subgrantee upon determination by County that the HOME-assisted units are occupied and rents are structured as specified by the HOME requirements and this Agreement. The Notice of Home Project Close Out shall be recorded by County, or in lieu thereof, Subgrantee shall record an Amended Deed Restriction which provides the specific affordability commencement date.

(d) Deed Restriction Will Not Be Subordinated. Subgrantee acknowledges that County will not agree, under any circumstances, to subordinate the deed restriction, or other mechanism by which County enforces the affordability requirements, to any lender and that by entering into this Agreement, Subgrantee agrees to be bound by this provision without exception; however, notwithstanding the above provision, if the funds provided under this Agreement are in the form of a loan, County agrees to consider requests by other lenders to subordinate any lien it may hold against Subgrantee's real property as security for said loan. By agreeing to consider such subordination requests, County does not promise, guarantee, or in any way obligate itself to approve such requests. Approval will be made on a case-by-case basis at County's sole discretion.

(e) Rent Limitations. The HOME-assisted units in a rental housing project must be occupied by households that are eligible as low-income families and meet the requirements of 24 CFR § 92.252 (a-c). The maximum HOME rents (High HOME Rents) are set out in Attachment I, Statement of Work as allowed by 24 CFR § 92.252(a). The rent limits apply to the rent plus the utilities or the utility allowance. The initial rents (including utility allowances) for each HOME-assisted unit shall be set using the County provided ceiling at the time of the initial occupancy of each matching HOME-assisted unit by a new household.

(f) Low HOME Rents. In rental projects with five or more HOME-assisted rental units, at least 20 percent of the HOME-assisted rental units must be occupied by very low-income families and meet the Low HOME Rent requirements of 24 CFR § 92.252(b). The County may, regardless of project size, designate more than the minimum HOME units in a rental housing project to have Low HOME Rents. The Low HOME Rents are set out in Attachment I, Statement of Work.

(g) Subsequent Rents. Subgrantee must annually provide County with information on rents and occupancy of HOME-assisted units to demonstrate compliance with 24 CFR § 92.252(f). The maximum HOME rent limits are recalculated on a periodic basis after HUD determines fair market rents and median incomes, which it then supplies to the County. The County shall provide Subgrantee with the information on updated HOME rent limits so that rents may be adjusted. Rents for HOME-assisted units may be increased no more than once annually. At least sixty (60) calendar days prior to any proposed rent increase, Subgrantee shall submit to County for review and approval a written request for each increase, which County will review for compliance and approve or disapprove them every year. Any increase in rents for HOME-assisted units is subject to the provisions of outstanding leases, and in any event, the Subgrantee must provide tenants of those units not less than thirty (30) days prior written notice before implementing any increase in rents.

7. HOME Program Requirements. Subgrantee shall administer this Agreement in compliance with 24 CFR Part 92, which is incorporated by reference, including, but not limited to the following:

(a) Tenant Protections and Selection. Subgrantee shall comply with the tenant protections and selection requirements as applicable as set forth in 24 CFR § 92.253. Subgrantee, and all persons acting on its behalf, agree to comply with the non-discrimination requirements set forth in 24 CFR § 5.105 and 25 CFR § 92.350 and with all federal, state and county laws governing discrimination, and they shall not discriminate in the application, screening, participation, or any other involvement of any person in relation to any phase of the Home Project.

(b) Uniform Administrative Requirements. Subgrantee 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 §92.505. 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.

(c) HOME Program Requirements. Subgrantee shall comply with HOME Project requirements in 24 CFR Part 92, Subpart F in accordance with the type of Home Project.

(d) Housing Quality Standard. Subgrantee shall maintain the housing in compliance with applicable Housing Quality Standards, as set forth in 24 CFR § 92.251 and as provided by County, Accessibility Standards under 24 CFR § 92.251(a)(3), Lead Based Paint requirements, as applicable, found in 24 CFR § 92.355 and 24 CFR Part 35, and with local housing code requirements for the duration of the Agreement.

(e) Affirmative Marketing. Subgrantee shall be responsible for affirmative marketing in accordance with procedures developed by County pursuant to 24 CFR § 92.351.

(f) Displacement and Relocation. Subgrantee shall comply with the Uniform

Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted Programs, as amended ("URA") (42 U.S.C. §§4601-4655), its implementing regulations at 49 CFR Part 24, and 24 CFR § 92.353. Subgrantee shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, or demolition for the Home Project. Subgrantee also agrees to comply with applicable state law, including Utah Code §57-12-1 et. seq. and County ordinances, resolutions and policies concerning the displacement of persons from their residences.

(g) VAWA Requirements. Subgrantee shall comply with the requirements set forth in 24 CFR Part 5, Subpart L, the Violence Against Women Act (VAWA) and as supplemented by 24 CFR § 92.359, including but not limited to notice obligations and obligations under the emergency transfer plan.

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

(i) Conditions for Religious Organizations. Subgrantee shall comply with the provisions of 24 CFR § 5.109 and 24 CFR § 92.257, including the requirements regarding disposition and change in use of real property by a faith-based organization. Pursuant thereto, faith-based organizations are eligible, on the same basis as any other organization to participate in the HOME Project, provided that it does not use HOME funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, or in any other manner prohibited by law. Subgrantee, in carrying out the HOME Project shall not discriminate on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

(j) Homeownership or Rental Assistance. Subgrantee shall comply with the provisions of 24 CFR § 92.254 (Qualifications as affordable housing if Homeownership project) or § 92.252 (Qualifications as affordable housing if Rental Housing).

(k) Monitoring. Pursuant to 2 CFR § 200.331, County will monitor Subgrantee's performance in providing services and facilities in accordance with the purposes of this Agreement, and may conduct one or more site visits during the contract period to inspect said performance. Criteria to be used in monitoring performance includes but is not limited to compliance with the provisions of this Agreement and the degree to which Subgrantee meets the federal and County objectives established for and outlined in the Home Project Description for the applicable Program Year

(l) Program Income, Repayments, and Recaptured Funds. Any program income, repayments, or recaptured funds obtained by Subgrantee from use of HOME funds provided

under this Agreement are to be returned immediately to County, as set forth at 24 CFR § 92.503. If program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used. Subgrantee must report monthly all program income received under this Agreement. Any program income, repayments, or recaptured funds Subgrantee has on hand when this Agreement expires or is terminated, or that are received by Subgrantee after this Agreement expires or is terminated, shall be transferred or paid to the County in accordance with the provisions of Paragraph 7(m) below entitled Reversion of Assets.

(m) Reversion of Assets. Subgrantee, upon expiration of this Agreement, shall transfer to County any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds. Also, any real property under the control of Subgrantee that was acquired or improved in whole or in part with HOME funds shall be either:

(i) used for an eligible HOME activity, as set forth in the Scope of Services of this Agreement, for the applicable affordability period, or

(ii) disposed of in a manner that results in County's being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.

(n) Right To Audit. Notwithstanding any other provision of this Agreement, Subgrantee agrees County may, at its discretion, audit or inspect Subgrantee at any time with or without prior notice. Subgrantee, as a condition of entering into this Agreement, agrees to make available for inspection and copying, without reservation, all documents which reflect Subgrantee's financial condition or operations, or which reflect Subgrantee's actions in connection with this Agreement. Such documents shall include, but not be limited to, all accounting records, books, ledgers, journals, financial statements, correspondence, memoranda, invoices, vouchers, checks, deposit slips, bank statements, contract leases, minutes, notes, and the like, and all Home Project related information.

(o) Fees. Subgrantee is prohibited from charging fees that are not customarily charged in rental housing such as laundry room access fees, and other fees. However, Subgrantee may charge reasonable application fees to prospective tenants and may charge parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; and may charge fees for services such as bus transportation or meals, as long as such services are voluntary.

8. Reporting Requirements.

(a) County and HUD required Reports. Subgrantee shall file all reports and other information necessary to comply with applicable federal laws and regulations as required by the County and HUD. This shall include providing to County information necessary to complete

any required reports in a timely fashion.

(b) Status Reports. Subgrantee shall prepare and submit to County every month, or as otherwise specifically requested by County during the actual conduct of the Home Project, a detailed Home Project status report on each Home Project. The report format shall be as approved by County and must show, at a minimum, the current performance status of the Home Project being reported, the costs and contractual commitments incurred to date on the Home Project and any Home Project Income received to date on the Home Project. All other contents of the report shall meet the requirements of this Agreement and provide all data and information that County may need or require for coordinating, monitoring and evaluating the Home Project through completion and for fulfilling County's reporting requirements to HUD in the overall administration of the HOME program. Failure to submit said report may constitute grounds for County to withhold program funds.

(c) Audit Report or Year-End Financial Statement. Subgrantee shall submit to County an audit report or a year-end financial statement in a form acceptable to County no later than six (6) months after the end of Subgrantee's fiscal year for every year in which funds for this Home Project are used. If Subgrantee is a local governmental entity or non-profit organization, it shall comply with the auditing requirements set forth in 2 CFR Part 200, Subpart F, in addition to any auditing requirements imposed by County.

(d) Additional Reports. Subgrantee shall also submit, in a timely fashion, any additional reports required by County.

9. Recordkeeping.

(a) Records to be Maintained. Subgrantee shall maintain all records required by County and 24 CFR § 92.508(a)(3) that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(i) Records providing a full description of each project assisted with HOME funds, including the location, form of HOME assistance, and the unit or tenants assisted with HOME funds;

(ii) Records indicating source and application of funds for each project, including supporting documentation in accordance with 2 CFR § 200.302; and records to document the eligibility and permissibility of the project costs, including the documentation of the actual HOME-eligible development costs of each HOME-assisted unit (through allocation of costs, if permissible under 24 CFR § 92.205(d)) where HOME funds are used to assist less than all of the units in a multi-unit project;

(iii) Records demonstrating that each rental housing or homeownership project meets the minimum per-unit subsidy amount of 24 CFR § 92.205(c), the maximum per-unit subsidy amount of 24 CFR § 92.250(a), and the subsidy layering and underwriting

evaluation adopted in accordance with 24 CFR § 92.250(b);

(iv) Records demonstrating that each project meets the property standards of 24 CFR § 92.251 (e.g., inspection reports) at project completion. In addition, during the period of affordability, records for rental projects demonstrating compliance with the property standards and financial reviews and actions pursuant to 24 CFR § 92.504(d);

(v) Records demonstrating that each family is income eligible in accordance with 24 CFR § 92.203;

(vi) Records demonstrating that each homeownership project meets the affordability requirements of 24 CFR § 92.254 for the required period or that rental housing project meets the affordability and income targeting requirements of 24 CFR § 92.252 for the required period and that records are kept for each family assisted;

(vii) Records demonstrating that the purchase price or estimated value after rehabilitation for each homeownership housing project does not exceed 95 percent of the median purchase price for the area in accordance with 24 CFR § 92.254(a)(2). The records must show how the estimated value was determined.

(viii) Records demonstrating that any pre-award costs charged to the HOME allocation meet the requirements of 24 CFR § 92.212;

(ix) Records demonstrating that the activity undertaken meets the requirements of the HOME Program and required to determine the eligibility of activities;

(x) Records (written agreements) demonstrating compliance with the Written agreements requirements in 24 CFR § 92.504;

(xi) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance, including but not limited to, records clearly identifying properties purchased, improved or sold;

(xii) Records documenting compliance with the federal housing and equal opportunity components of the HOME program;

(xiii) Financial records as required by 24 CFR § 92.508 (a)(5) and by County;

(xiv) Records demonstrating that a site and neighborhood standards review was conducted for each project which includes new construction of rental housing assisted under HOME to determine that the site meets the requirements of 24 CFR § 983.57(e)(2) and (e)(3), in accordance with §92.202; and

(xv) Reports as required by County.

(b) Retention. Subgrantee shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all affordability periods for activities funded with HOME funds under this Agreement, or after the resolution of all federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records regarding any displaced persons must be kept for five (5) years after he/she has received final payment. If any litigation or other action has been started before the end of the applicable retention period, records must be maintained until completion of the action and resolution of all issues which arise from it.

10. Funding Amount; Allowable Costs.

(a) Subject to the requirements of this paragraph and of Paragraph 15, Notice to Proceed, County will fund to Subgrantee for the full performance of this Agreement and the actual conduct of the Home Project up to a total amount of Seventy Seven Thousand Dollars, ($77,000.00) for all Home Projects. This amount is a fixed ceiling amount and will be paid to reimburse Subgrantee for its costs actually expended to perform the activities and/or provide the services required hereunder and to acquire the real and/or personal property required and used in or for the conduct of the Home Project; subject, however, to a determination by County, before payment, that the Notice to Proceed requirements contained in Paragraph 15 below have been satisfied and that all costs submitted for reimbursement or payment are allowable and eligible for payment under the HOME Program as legitimate Home Project costs as provided in 24 CFR §§ 92.206-92.207 and 92.214 and other applicable provisions within the Rules and Regulations, the applicable provisions of the Super Circular and this Agreement. The above stated fixed ceiling amount may be considered as a "not-to-exceed" amount but shall not be considered as an "estimate-of-cost," "percentage-of-cost" or any kind of "cost-plus" sum, price or amount. Also, as used in this Agreement, unless the context indicates otherwise, the words "expend," "expended," and "expenditure" shall include all amounts obligated or committed by Subgrantee by written Agreement (including unilateral purchase orders) for expenditure on the Home Project.

(b) Subgrantee must make a concerted, good-faith effort to expend the total funded amount specified above within the Period of Performance stated in Paragraph 5. Subgrantee's costs and expenditures shall not exceed that amount without a prior written Agreement to that effect and County shall not be liable for or pay Subgrantee for any extra costs or overruns on the Home Project or any additional funding in excess of the total amount stated above; provided, however, this provision shall not prevent the total funded amount from being increased or decreased in accordance with Paragraph 12 of this Agreement entitled Changes.

(c) In the event the total funded amount to be disbursed by County is not expended by Subgrantee for eligible Home Project costs by the end of the Period of Performance, as that period may have been extended or otherwise changed, Subgrantee shall refund, release or transfer any unexpended amount back to County unless a fully executed, written amendment to this Agreement shall provide otherwise.

11. Disbursement Procedures.

(a) Subgrantee may request disbursement from County of that part of the amount stated in Paragraph 10, relating to a particular Home Project, either on the basis of a lump sum reimbursement of the Home Project costs upon completion of the Home Project or on the basis of periodic reimbursement payments for eligible costs during the course of a Home Project as the funds for that Home Project are expended.

(b) A request by Subgrantee, for either a lump sum or for periodic reimbursement, payments on a Home Project 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. Requests for periodic payments shall not be submitted more frequently than once per month and shall be supported and documented as required by County on the basis of costs actually incurred by Subgrantee on a Home Project during the period for which payment is requested.

(c) No requests for payments under this Agreement due to cost overruns of any kind on the Home Project shall be approved, allowed or paid by County unless the amount requested has been approved by a written amendment and authorized in accordance with the provisions of Paragraph 12 below.

(d) Subgrantee shall not request disbursement of funds under the Agreement until the funds are needed for payment of eligible costs. The amount of each request shall be limited to the amount needed.

12. Changes.

(a) Either County or Subgrantee may request amendments to any of the provisions of this Agreement other than substantial changes in scope, purpose, location, or beneficiary, but no amendment shall be made or performed until it has been mutually agreed to by the parties or is required to be made pursuant to or because of changes in the federal, state or local laws, rules or regulations governing the conduct of the Home Project. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done; except that amendments extending the Period of Performance, specified in Paragraph 5 of this Agreement, and adjustments to the Home Project Budget(s), specified in Paragraph 4 of this Agreement, only, may be authorized and given by County as provided in Subparagraphs 4(b) and 12(b).

(b) All adjustments to the budget or extensions of time proposed for the performance of this Agreement shall be requested in writing by Subgrantee and be submitted to County for approval and processing. Upon its approval, County shall add a signed, written endorsement to Subgrantee's letter of request granting the adjustment or extension and that letter shall be attached hereto and shall be numbered and identified as a duly authorized written amendment of this Agreement.

13. Conflict of Interest. County and Subgrantee agree to abide by the Conflict of Interest provisions set forth in 24 CFR § 92.356(f)[1] and 2 CFR § 200.318[2] If a potential conflict of interest arises pursuant to that section, or pursuant to the Utah Public Officers' and Employees' Ethics Act, Utah Code § 67-16-1 et seq, the parties agree to seek an exception from HUD pursuant to 24 CFR Section 92.356(d) and to follow all the necessary steps in seeking such exception.

14. Assignment and Contracting. The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subgrantee without the prior, written consent of County. Contracts or purchase orders by Subgrantee for the acquisition of equipment, materials, supplies or services for the Home Project do not require the consent of the County but shall be done in accordance with the with the Procurement Standards of 2 CFR Part 200, Subpart D, except to the extent that the County's Purchasing Procedures are more restrictive, Subgrantee shall follow the County's procedures pursuant to Chapter 3.20 of the Salt Lake County Code of Ordinances. In the event the procurement standards of Subgrantee are more restrictive than those in Chapter 3.20 or 2 CFR §§ 200.317 - 326, the more restrictive standards and requirements will apply. Subgrantee shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner.

15. Notice to Proceed. No HOME funds will be advanced and no costs can be incurred until the County has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the Home Project. Subgrantee must notify County in writing when it is ready to actually start work on the Home Project and must give that notice before incurring any Home Project costs for which it will request payment or reimbursement from County under this Agreement. When this notice is received from Subgrantee, County will determine whether the environmental protection procedures, the release of funds procedures and any other procedures or processes that must be accomplished prior to the start of the Home Project have been satisfied and/or completed. If they have, County will then give Subgrantee a "Notice to Proceed" with the Home

---

[1] "Owner and Subgrantees (1) No owner, Subgrantee or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Subgrantee or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official or consultant of the owner, Subgrantee or sponsor) whether private, for-profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, Subgrantee or sponsor) may occupy a HOME–assisted affordable housing unit in a project during the required period of affordability specified in §92.252(e) or §92.254(a)(4). This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Subgrantee of a rental housing project who occupies a housing unit as the project manager or maintenance worker."

2 Non-Federal entities must maintain written standards of conduct covering conflicts of interest, including organizational conflicts of interest. "If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization." 2 CFR Section 200.318 (c)(2).

Project. If Subgrantee does not comply with the requirements of this paragraph and fails to obtain this Notice to Proceed from County at the time and in the manner provided above, County shall not be obligated or required to implement this Agreement or to fund or reimburse Subgrantee for any costs incurred on or for the Home Project. Under appropriate circumstances and in its sole discretion, County may waive the provisions of this paragraph.

16. Labor and Contract Standards. Home Project(s) that include 12 or more Home-assisted units are subject to the requirements of 24 CFR § 92.354 and the prevailing wage standards of the Davis-Bacon Act. Subgrantee shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request. During the performance of this Agreement, Subgrantee agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

(a) Davis-Bacon. Subgrantee agrees that all contracts or subcontracts for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1 to 276-a10, 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. Nevertheless, if state or local law require the payment of higher wages, nothing herein is intended to relieve Subgrantee of its obligation to pay such higher wages. Subgrantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

(b) Copeland "Anti-Kickback" Act and CWHSSA. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 CFR Part 3) for all contracts and subcontracts for construction or repair; the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; 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.

(c) W/MBE. Subgrantee 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 at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small

Business Act. Subgrantee may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

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

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

(f) Equal Employment Opportunity/ Affirmative Action. Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of any subrecipients, state that it is an Equal opportunity or Affirmative Action employer. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

(g) Prohibited Activity. Subgrantee is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; or lobbying, political patronage, and nepotism activities.

(h) Section 504. Subgrantee agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 794), and implementing regulations at 24 CFR Part 8, which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subgrantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

17. Laws and Regulations. Subgrantee shall administer this Agreement in compliance with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to the following:

(a) The requirements of 24 CFR Part 92, Subpart H and all other applicable provisions of the Rules and Regulations.

(b) No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Subgrantee, if a public entity, shall also comply with the provisions of the Hatch Act (5 USC § 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (Pub. L. 95-454 § 4728), which limit political activities of public employees.

(c) No Federal 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.

(d) If any funds other than Federal 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, load, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

18. Violations and Breaches of Contract.

(a) Restriction on Disbursement. Notwithstanding any other provisions of this Agreement, County may withhold disbursements made under this Agreement to Subgrantee where Subgrantee fails to comply with any applicable provisions found in this Agreement and with any other HUD requirements applicable to this HOME Program.

(b) Setoff. Notwithstanding any other provision of this Agreement, Subgrantee shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Subgrantee. County may withhold disbursement of funds to Subgrantee for the purpose of setoff until such time as the exact amount of damage incurred by County is determined and paid. Such damages may include HUD's disqualification of activities because of Subgrantee's failure to properly administer the same.

(c) No Limitation of Remedies. The various rights and remedies herein contained, except as otherwise provided in this Agreement, shall not be considered as exclusive of any other right or remedy not mentioned herein, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law or equity. No delay or omission by County to exercise any power or remedy it may have in the event of Subgrantee's breach shall

impair any such right, power or remedy or be construed as a waiver of any other breach or nonperformance or as acquiescence therein. Subgrantee and its successors and assigns, shall be jointly and severally liable for any default under this Agreement; any action with regard to such breach may be instituted against all or any one of them.

19. Suspension or Termination of this Agreement. If Subgrantee fails to materially comply with any of the provisions, requirements, conditions, standards or other terms of this Agreement, County may utilize the remedies for noncompliance available under 2 CFR § 200.338. This Agreement may also be terminated in whole or in part, subject to the provisions of 2 CFR § 200.339, as applicable.

20. Employee Status Verification System. Subgrantee shall register and participate in the Status Verification System before entering into a contract with the 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. Subgrantee is individually responsible for verifying the employment status of only new employees who work under Subgrantee'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 Subgrantee 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. Subgrantee shall comply in all respects with the provisions of Utah Code § 63G-12-302(3). Subgrantee's failure to so comply may result in the immediate termination of its contract with Salt Lake County.

21. Integrated Document. This Agreement, including all Attachments, as set forth in Paragraph 1, embodies the entire understanding between County and Subgrantee regarding the Home Project. No verbal agreements or conversation with any officer, agent or employee of County prior to or subsequent to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement.

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

23. Independent Contractor Status. In performing the work, Subgrantee acts as an independent contractor responsible for calculating, withholding, and paying all federal and state taxes and for obtaining necessary and adequate workers' compensation insurance, general liability insurance and any other insurance required under this Agreement. Subgrantee's employees are not and shall not become employees, agents or servants of County hereunder.

Subgrantee and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Subgrantee or some other entity. Subgrantee is obligated to pay federal and state income tax on any monies paid pursuant to this Agreement, as applicable.

24. Incorporation by Reference. All applicable federal, state, and local laws, ordinances, rules, regulations, circulars, Executive Orders pertaining to the HOME Program, and the funding approvals executed by HUD and County are incorporated herein by this reference.

25. Severability Clause. The declaration by any court or other binding legal source that any provision of the Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement unless said provisions are mutually dependent.

26. Ethical Standards. Subgrantee represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics 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 Salt Lake County ordinances.

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

28. Public Funds and Public Monies.

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

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

29. Insurance. Subgrantee shall, at its sole cost and expense, secure and maintain during the term of this agreement, including all renewal or additional terms, the following minimum insurance coverage:

(a) General Insurance Requirements for All Policies.

(i) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (*a*) provide full prior acts coverage or have a retroactive date effective before the date of this agreement, and (*b*) 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.

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

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

—OR—

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

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

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

(v) In the event that governmental immunity limits are subsequently altered

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

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

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

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

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

(ii) Commercial general liability insurance with County as an additional insured, in the minimum amount of $1,000,000 per occurrence with a $2,000,000 general policy aggregate and $2,000,000 products completed operations policy aggregate. The policy shall protect County, Subgrantee, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Subgrantee's operations under this Agreement, whether performed by Subgrantee itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

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

(iv) If the Home Project will result in County holding a lien interest in real property, Subgrantee shall maintain all-risk property insurance in an amount equaling at least ninety (90) percent of the fair market value of the lien property, with County named as an additional insured.

30. Bond Requirements. If the Home Project involves construction or rehabilitation costing $25,000 or more, Subgrantee shall ensure that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than 100% of the contract price, or such other assurances as approved in writing by County. The bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subgrantee. The bonds shall remain in effect until completion of the Home Project including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. The contractors shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

31. Indemnification.

(a) If Subgrantee is not a governmental entity, then it agrees that it shall indemnify, hold harmless, and defend County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Subgrantee, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, Subgrantee's breach of this Agreement or any acts or omissions of or by Subgrantee, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. Subgrantee agrees that its duty to defend and indemnify County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of County.

(b) If Subgrantee is a governmental entity under the Governmental Immunity Act, § 63G-7-101 et seq., Utah Code Annotated, 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 Governmental Immunity Act.

32. Appropriation. Financial obligations of County are contingent upon funds for such purposes being appropriated, budgeted and otherwise made available. If the funds are not so appropriated, budgeted and made available, County may terminate this Agreement by notice to Subgrantee. Subgrantee agrees that it will include in every contract into which it enters that it

relies on HOME monies for funding the Home Project and will include a non-appropriations clause that will protect itself and County from any liability or responsibility or any suit which might result from the discontinuance of HOME funding for any reason.

33. Jurisdiction; Venue; Interpretation. This Agreement and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Utah. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for the County of Salt Lake, State of Utah. This Agreement is the result of arms-length negotiations between the parties, accordingly, each of the Parties affirms its desire that this Agreement be interpreted in an absolutely neutral fashion with no regard to any rule of interpretation (or the like) requiring that the provisions of this agreement be construed to favor one party (such as, for example, the party that did not draft this agreement) over the other.

34. Notice. Any notice or communication given pursuant to this Agreement shall be given in writing, either in person or by certified mail, return receipt requested to the addresses specified below or such other address as Subgrantee or County may from time to time designate. If given in person, notice shall be deemed given when actually given. If given by certified mail, notice shall be deemed given at the time indicated on the duly completed return receipt.

Notice to the Subgrantee shall be delivered or mailed to:
Attn: West Valley City Mayor
West Valley City
3600 Constitution Blvd.,
West Valley City, Utah, 84119

Notice to the County shall be delivered or mailed to:
Attn: HOME Program Coordinator
Salt Lake County
Division of Housing and Community Development
2001 South State Street, S2-100
Salt Lake City, Utah 84190

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be approved and to be duly executed the _____ day of _____, 20_____.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Administrative Approval:
Housing and Community Development

By _____
Michael Gallegos, Director
Date: _____

SUBGRANTEE
West Valley City

Approved as to Form:
District Attorney's Office

Megan L. Smith
Megan Smith, Deputy District Attorney

By:_____
Name:

Its: _____

Date: _____

ATTACHMENT I

To

SALT LAKE COUNTY CONTRACT NUMBER: HCD19116

GRANTEE: WEST VALLEY CITY

PROJECT: DOWNPAYMENT ASSISTANCE PROGRAM

PROJECTNUMBER: HM.16WVC19

PROJECT STATEMENT OF WORK

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

West Valley City has allocated Seventy Seven Thousand Dollars ($77,000.00) to the funding of a down payment assistance program. Down payment assistance deferred loans shall be available to any household whose income is at or below 80 percent of median income as specified by HUD.

Down payment Assistance Program must conform to the following:

Before any assistance is provided there will be a grant/loan agreement between the subgrantee and the household assisted. Once a closing has occurred the subgrantee will notify CRD of the date of the closing.

For each down payment assistance provided there needs to be a review of all funding sources and a justification of funding note placed in the file.

Eligible Home buyer: The prospective purchaser must meet key eligibility criteria in order to participate:

< Must be low income; that is the purchaser must have an annual gross income that does not exceed 80 percent of median income for the area. **The GRANTEE will determine income of the household by using the definition specified in 24 CFR 92 203, 1040.**

< Must occupy the property as principal residence.

- < The loan documents (Promissory Note) between the purchaser and the County will incorporate the above requirements.
- < Temporary subleases are not allowed.

Low-income - The purchaser must be low income at either:

- < the time the household initially occupies the property, or
- < at the time HOME funds are invested....WHICHEVER IS LATER.

Verification of income eligibility is valid for a period of 6 months

- < In order to assure that a prospective homebuyer is income-eligible, the income should be verified early in the application process.
- < An update of the homebuyer's income will only be necessary if more than 6 months has transpired from initial verification to occupancy of the property.

Eligible Property Types

- < Single-family housing units

Form of ownership

- < Ownership in fee simple title,
- < A 99 year leasehold interest, or
- < An equivalent form of ownership approved by HUD.

Property Standards: The home to be occupied must meet local codes, rehabilitation standards, ordinances and zoning ordinances at the time of completion.

- < New constructed housing must meet the Model Energy Code published by the Council of American Building Officials.

Property Value at time of purchase

- < The value of the HOME assisted property to be acquired by a homebuyer must have a value that does not exceed 95% of the area median purchase price for that type of housing.

Recapture of the HOME Investment

If a home that received down payment or second mortgage assistance is sold, the amount of the assistance will be fully or partially recaptured during the affordability period. After the affordability period any funds received will be considered program income. The affordability period for all down payment assistance that does not exceed $15,000 is 5 years.

Recaptured funds must be used for more HOME eligible activity.

- < Recapture entire amount: The entire investment must be repaid.
- < Net proceeds is defined as the sales price minus the mortgage(s) minus any sales commission, and closing costs. Next the homeowner may recover their investment (down payment and principal paydown) in the property. After the reduction of the homeowner's investment, the net proceeds will be split 50% to the owner and 50% to Salt Lake County up to the amount of the down payment assistance provided.

Lead Based Paint Requirements for down-payment assistance program:

The lead based requirements as defined in 24 CFR 35 must be fully implemented.

Each recipient of down payment assistance used to help finance the purchase of a house built before 1978 will receive the Title X Lead based paint hazard information sheet and the renovate right booklet.

If a housing units fails the visual inspection, before it can be considered again the owner must provide a copy of inspection report completed by a certified inspector whether lead based paint is present. If lead based paint is found on the property, the owner must provide documentation that safe work practices were used on the cleanup, and a clearance inspection report.

All repayments of loans made with HOME funds will be treated in accordance with the requirements of 24 CFR 92.500(c). Salt Lake County, on behalf of the Salt Lake County Consortium, has set up a separate account for the HOME Investment Trust Fund. The GRANTEE shall return to Salt Lake County all repayments and any other return on the investment of HOME funds. The COUNTY shall deposit all funds in the local account of the HOME Investment Trust Fund.

ATTACHMENT II

TO

SALT LAKE COUNTY CONTRACT NUMBER HCD19116

SUBRECIPIENT: WEST VALLEY CITY

PROJECT: DOWNPAYMENT ASSISTANCE PROGRAM

PROJECT NO: HM.16WVC19

PROJECT BUDGET

I.	Estimated Total Project Cost		$77,000.00
II.	Budgeted Expenditures by Cost Elements:		
	a. Downpayment Assistance	$70,000.00	
	b. Project delivery	$ 7,000.00	
	Total		$77,000.00

ATTACHMENT III

TO

SALT LAKE COUNTY CONTRACT: HCD19116

GRANTEE:	WEST VALLEY CITY
PROJECT:	DOWNPAYMENT ASSISTANCE PROGRAM
PROJECTNUMBER:	HM.16WVC19

PROJECT SCHEDULE

By June 30, 2020, West Valley City will provide:

1. Down payment assistance to 10 households.
2. West Valley City will submit to HCD a HOME dpa set up form for each down payment assistance provided.
3. West Valley City will put a photo of each property in each file for each down payment assistance and for housing rehabilitation projects.
4. Billings will be submitted at least every two months.

County Contract No.HCD19115
HOME Homeownership
District Attorney No. 19-14427
HOME Program Year 2019
Home Project No. HM15WVC19

SUBGRANT AGREEMENT FOR THE CONDUCT OF A
HOME INVESTMENT PARTNERSHIPS PROGRAM
Between
SALT LAKE COUNTY
And
WEST VALLEY CITY

THIS SUBGRANT AGREEMENT is entered into and shall be effective as of the 1st day of July, 2019, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, ("County"), and WEST VALLEY CITY, body politic and corporate of the State of Utah, 3600 Constitution Blvd., West Valley City, Utah, 84119, ("Subgrantee").

RECITALS

A. County has entered into a grant agreement (the "Grant Agreement") with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a HOME Investment Partnership Program (the "HOME Program") pursuant to the HOME Investment Partnerships Act, located at Title II of the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. 12701-12898 (the "Act"), as amended, and subject to the Rules and Regulations, promulgated by HUD governing the conduct of HOME Investment Partnership Programs including, but not limited to, Title 24, Part 92 of the Code of Federal Regulations ("CFR") (the "Rules and Regulations"); and the applicable Circulars published by the U.S. Office of Management and Budget (the "OMB Circulars"); and

B. Based on recommendations made by the Salt Lake County Consortium Housing Committee, the Mayor of Salt Lake County approved the sub-grant of the funds described in this Agreement to be used for the purposes described herein on May 7, 2019("Home Project"); and

C. Under this Agreement, Subgrantee will receive HOME Program funds from County under County's HOME Program and, therefore, this Agreement is a subgranting arrangement arrived at between County and Subgrantee.

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

1. Content of this Agreement. This Agreement consists of the Terms and Conditions and the following listed contract Parts and Attachments, together with all of the HOME Program requisites referred to in Paragraph 14 below whether or not they are attached:

(a) Attachment I Statement of Work (including all Sub-attachments if this Agreement covers more than one Home Project).

(b) Attachment II Budget (including all Sub-attachments if this Agreement covers more than one Home Project).

(c) Attachment III Home Project Schedule (including all Sub-attachments if this Agreement covers more than one Home Project).

2. Home Project Responsibility. The Housing and Community Development Division of the County ("HCD") is hereby designated as the representative of County regarding all HOME Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or Home Projects described herein are conducted. In the administration of this Agreement, HCD shall coordinate with all County's agencies, as appropriate.

3. Statement of Work. The activities or Home Projects to be conducted are listed in County's Program Description as submitted to HUD for the HOME Program Year specified on Page 1 above, and are generally described in the Statement of Work, which is Attachment I. Subgrantee shall perform or cause to be performed all work required for the Home Project, and, in that performance, shall conduct all personnel staffing and contracting, provide all services, and furnish all related real and personal property required to successfully complete the Home Project, which shall be completed in a manner satisfactory to County and in accordance with this Agreement and its attachments.

4. Reporting Requirements.

(a) Subgrantee shall file all reports and other information necessary to comply with applicable federal laws and regulations as required by County and HUD. This shall include providing to County information necessary to complete any required reports in a timely fashion.

(b) Status Reports. Subgrantee shall prepare and submit to County every month, or as otherwise specifically requested by County during the actual conduct of the Home Project, a detailed Home Project status report on each Home Project. The report format shall be as approved by County and must show, at a minimum, the current performance status of the Home Project being reported, the costs and contractual commitments incurred to date on the Home Project and any HOME Program Income received to date on the Home Project. All other contents of the report shall meet the requirements of this Agreement and provide all data and information that County may need or require for coordinating, monitoring and evaluating the Home Project through completion and for fulfilling County's reporting requirements to HUD in the overall administration of the HOME Program. Failure to submit said report may constitute grounds for County to withhold program funds.

(c) Subgrantee shall submit to County an audit report or a year-end financial statement in a form acceptable to County no later than six (6) months after the end of Subgrantee's fiscal year for every year in which funds for this Home Project are used. If Subgrantee is a local governmental entity or non-profit organization, it shall comply with the auditing requirements set forth in OMB Circular A-133, in addition to any auditing requirements imposed by County.

(d) Subgrantee shall also submit in a timely fashion any additional reports required by County.

5. Right to Audit. Notwithstanding any other provision of this Agreement, Subgrantee agrees County may, at its discretion, audit or inspect Subgrantee at any time with or without prior notice. Subgrantee, as a condition of entering into this Agreement, agrees to make available for inspection and copying, without reservation, all documents which reflect Subgrantee's financial condition or operations, or which reflect Subgrantee's actions in connection with this Agreement. Such documents shall include, but not be limited to, all accounting records, books, ledgers, journals, financial statements, correspondence, memoranda, invoices, vouchers, checks, deposit slips, bank statements, contract leases, minutes, notes, and the like, and all Home Project related information.

6. Recordkeeping.

(a) Records to be Maintained. Subgrantee shall maintain all records required by the federal regulations specified in 24 CFR §570.506 and County that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(i) Records providing a full description of each activity undertaken;

(ii) Records demonstrating that the activity undertaken meets the requirements of the HOME Program;

(iii) Records required determining the eligibility of activities;

(iv) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance, including but not limited to, records clearly identifying properties purchased, improved or sold;

(v) Records documenting compliance with the federal housing and equal opportunity components of the HOME program;

(vi) Financial records as required by 24 CFR Section 92.508 (a)(5) and by COUNTY;

(vii) Records required, as applicable, by 24 CFR Section 92.508; and

(viii) Reports as required by County.

(b) Retention. Subgrantee shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all affordability periods for activities funded with HOME funds under this Agreement, or after the resolution of all federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records regarding any displaced persons must be kept for five (5) years after he/she has received final payment. If any litigation or other action has been started before the end of the applicable retention period, records must be maintained until completion of the action and resolution of all issues, which arise from it.

7. Period of Performance.

(a) The period of performance of this Agreement shall be 15 months which period shall begin on July 1, 2019, and end on September 30, 2020 or **the until the completion of the required affordability period as set forth in 24 CFR Section 92.254(a)(4),** the Agreement expiration date will be approximately 90 days after the period of performance (December 30, 2020). In the event the date on which this Agreement is fully signed is more recent than the above beginning date, then this Agreement shall be considered to be retroactive and to have taken effect on the above beginning date. Subject to the provisions of Paragraph 15, "Notice to Proceed," all costs which are incurred on any Home Project by Subgrantee after the effective date of this Agreement and which have been determined by County to be appropriate and allowable costs of the Home Project shall be eligible for reimbursement and payment.

(b) Performance of this Agreement shall be undertaken and completed by Subgrantee in compliance with the Home Project Schedule specified in Attachment III and shall not extend beyond the end of the Period of Performance specified above unless this Agreement is amended authorizing an extension of that period. All amendments of this Agreement, including extensions of time and termination, shall be accomplished in writing and in accordance with all requirements of Paragraph 10, "Changes", and shall comply with the requirements of 24 CFR Part 92.

8. Funding Amount; Allowable Costs.

(a) Subject to the requirements of this paragraph and of Paragraph 15, County will fund to Subgrantee for the full performance of this Agreement and the actual conduct of the Home Project up to a total amount of One Hundred Ninety Five Thousand Dollars, ($195,000). This amount is a fixed ceiling amount and will be paid to reimburse Subgrantee for its costs actually expended to perform the activities and/or provide the services required hereunder and to acquire the real and/or personal property required and used in or for the conduct of the Home Project; subject, however, to a determination by County, before payment, that the Notice to

Proceed requirements contained in Paragraph 15 have been satisfied and that all costs submitted for reimbursement or payment are allowable and eligible for payment under the HOME Program as legitimate Home Project costs as provided in 24 CFR Sections 92.206-92.207 and 92.214, 2 CFR 200 Subpart E and other applicable provisions within the Rules and Regulations, the applicable OMB Circulars and this Agreement. The above stated fixed ceiling amount may be considered as a "not-to-exceed" amount but shall not be considered as an "estimate-of-cost," "percentage-of-cost" or any kind of "cost-plus" sum, price, or amount. 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 Subgrantee by written Agreement (including unilateral purchase orders) for expenditure on the Home Project.

(b) Subgrantee must make a concerted, good-faith effort to expend the total funded amount specified above within the Period of Performance stated in Paragraph 7. Subgrantee's costs and expenditures, however, shall not exceed that amount without a prior written Agreement to that effect and County shall not be liable for or pay Subgrantee for any extra costs or overruns on the Home Project or any additional funding in excess of the total amount stated above; provided, however, this provision shall not prevent the total funded amount from being increased or decreased in accordance with Paragraph 10 of this Agreement.

(c) In the event the total funded amount to be disbursed by County is not expended by Subgrantee for eligible Home Project costs by the end of the Period of Performance, as that period may have been extended or otherwise changed, Subgrantee shall refund, release or transfer any unexpended amount back to County unless a fully executed, written amendment to this Agreement shall provide otherwise.

9. Disbursement Procedures.

(a) Subgrantee may request disbursement from County of that part of the amount stated in Paragraph 8, relating to a particular Home Project, either on the basis of a lump sum reimbursement of the Home Project costs upon completion of the Home Project or on the basis of periodic reimbursement payments for eligible costs during the course of a Home Project as the funds for that Home Project are expended.

(b) A request by Subgrantee for a lump sum or for periodic reimbursement payments on a Home Project 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. Requests for periodic payments shall not be submitted more frequently than once per month and shall be supported and documented as required by County on the basis of costs actually incurred by Subgrantee on a Home Project during the period for which payment is requested.

(c) No requests for payments under this Agreement, which are due to cost overruns of any kind on the Home Project, shall be approved, allowed, or paid by County unless the amount requested has been approved by a written amendment and authorized in accordance with the provisions of Paragraph 10.

(d) Subgrantee shall not request disbursement of funds under the Agreement until the funds are needed for payment of eligible costs. The amount of each request shall be limited to the amount needed.

10. Changes.

(a) Either County or Subgrantee may request amendments to any of the provisions of this Agreement other than substantial changes in scope, purpose, location, or beneficiary, but no amendment shall be made or performed until it has been mutually agreed to by the parties or is required to be made pursuant to or because of changes in the federal, state or local laws, rules or regulations governing the conduct of the Home Project. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done; except that amendments extending the Period of Performance, specified in Paragraph 7 of this Agreement, and adjustments to the Home Project Budget(s), specified in Paragraph 12 of this Agreement, only, may be authorized and given by County as provided below in Subparagraphs 10(b) and 12(b).

(b) All adjustments to the budget or extensions of time proposed for the performance of this Agreement shall be requested in writing by Subgrantee and be submitted to County for approval and processing. Upon its approval, County shall add a signed, written endorsement to Subgrantee's letter of request granting the adjustment or extension and that letter shall be attached hereto and shall be numbered and identified as a duly authorized written amendment of this Agreement.

11. Assignment and Contracting. The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subgrantee without the prior, written consent of County. Contracts or purchase orders by Subgrantee for the acquisition of equipment, materials, supplies or services for the Home Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements of the Rules and Regulations; the procurement requirements of 2 CFR 200 and any other applicable provisions; the procurement standards found in OMB Circular A-102, as applicable; and any applicable state laws and local government ordinances.

12. Home Project Budget.

(a) A budget must be prepared for each of the Home Project and submitted to County for review and approval prior to the start of each of the Home Project, and the approved budget(s) must be attached to this Agreement as Attachment II, with a sub-attachment number for each Home Project, if appropriate, at the time of the execution. All budget(s) shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Home Project.

(b) Subgrantee 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) as such changes become necessary. All changes, within the budget(s), however, shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount of any "Fixed Total Home Project Costs" in any of the budgets(s) under this Agreement, or which would increase or decrease the total amount of funding specified in Paragraph 8(a) 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 Sub-paragraphs 10(a) and (b).

13. Laws and Regulations. Subgrantee shall administer this Agreement in compliance with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to the following:

(a) The requirements of 24 CFR Part 92, Subpart H and all other applicable provisions of the Rules and Regulations.

(b) No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Subgrantee, if a public entity, shall also comply with the provisions of the Hatch Act (5 USC 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (Pub. L. 95-454 Section 4728), which limit political activities of public employees.

(c) No Federal 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.

(d) If any funds other than Federal 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, load, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

14. HOME Program Requirements. Subgrantee shall administer this Agreement in compliance with 24 CFR Part 92, which is incorporated by reference, including, but not limited to the following:

(a) Affordability. Subgrantee assures County that housing assisted with HOME program and matching funds will meet the requirements of 24 CFR Section 92.254 for home ownership, and guarantees repayment of funds if the housing does not meet the affordability requirements of this Section. Failure by Subgrantee to maintain the affordability requirements,

as applicable, shall be considered a breach of this Agreement, and, if the affordability requirements are not met, Subgrantee shall repay such funds regardless of any subordination or other agreement entered into by County with other lenders of the Home Project.

(i) Enforcement. For home ownership Home Projects, County shall impose either resale or recapture requirements as set forth in 24 CFR Section 92.254, as appropriate, based on the type of assistance provided. In addition to enforcement mechanisms that run with the land, County may, in its discretion, choose to enforce the affordability requirements through a breach of contract action.

(ii) Remedies. Subgrantee acknowledges that the development of affordable housing provides significant intangible benefits to County related to its obligation to provide for the health and safety of the community. Subgrantee further acknowledges that under HUD regulations, failure by Subgrantee to fulfill its obligations to maintain affordability as set forth above, could result in HUD, at any time in the future and at its sole discretion, requiring County to reimburse HUD, with non-federal funds, up to the full amount funded to Subgrantee under this Agreement. For these reasons, the damages to County in the event Subgrantee breaches its obligation to maintain affordability would be extremely difficult to quantify; therefore, in addition to all rights and remedies afforded to County under Paragraph 14(a)(i), should County, in the event of breach, elect to enforce the affordability requirements through a contract action, Subgrantee, shall pay to County liquidated damages equal to the total funding amount specified in Paragraph 8(a) of this Agreement and any amendments thereto.

(iii) Deed Restriction Will Not Be Subordinated. Subgrantee acknowledges that County will not agree, under any circumstances, to subordinate the deed restriction, or other mechanism by which County enforces the affordability requirements, to any lender and that by entering into this Agreement, Subgrantee agrees to be bound by this provision without exception; however, notwithstanding the above provision, if the funds provided under this Agreement are in the form of a loan, County agrees to consider requests by other lenders to subordinate any lien it may hold against Subgrantee's real property as security for said loan. By agreeing to consider such subordination requests, County does not promise, guarantee, or in any way obligate itself to approve such requests. Approval will be made on a case-by-case basis at County's sole discretion.

(b) Uniform Administrative Requirements. Subgrantee shall comply with applicable uniform administrative requirements, as described in 2 CFR Part 200, the "Super Circular." 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. The requirements of the Super Circular are effective for awards or increments of awards issued on or after December 26, 2014.

(c) Home Project Requirements. Subgrantee shall comply with project

requirements in 24 CFR Part 92, Subpart F as applicable in accordance with the type of project.

(d) Affirmative Marketing. Subgrantee shall be responsible for affirmative marketing in accordance with procedures developed by County pursuant to 24 CFR Section 92.351.

(e) Miscellaneous Requirements.

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

(ii) W/MBE. Subgrantee 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 at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. Subgrantee 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. Subgrantee 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. Subgrantee will, in all solicitations or advertisements for employees state that it is an Equal Opportunity or Affirmative Action employer. Subgrantee 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 Section 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(v) Subcontract Provisions. Subgrantee 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.

(vi) "Section 3" Compliance. The work to be performed under this contract 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.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract.

Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian- owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

(f) Conditions for Religious Organizations. Pursuant to 24 CFR Section 92.257, the Subgrantee warrants that it is not a primarily religious organization. Subgrantee also warrants that it will not use HOME funds to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. If Subgrantee uses Home Project funds to purchase housing from a primarily religious organization, it shall use the housing project solely for secular purposes and make housing available to all persons regardless of religion.

(g) Program Income, Repayments, and Recaptured Funds. Any program income, repayments, or recaptured funds obtained by Subgrantee from use of HOME funds provided under this Agreement are to be returned immediately to County, as set forth at 24 CFR Section 92.503. If program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds

used. Subgrantee must report monthly all program income received under this Agreement. Any program income, repayments, or recaptured funds Subgrantee has on hand when this Agreement expires or is terminated, or that are received by Subgrantee after this Agreement expires or is terminated, shall be transferred or paid to County in accordance with the provisions of Paragraph 14(g).

(h) Reversion of Assets. Subgrantee, upon expiration of this Agreement, shall transfer to County any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds. In addition, any real property under the control of Subgrantee that was acquired or improved in whole or in part with HOME funds shall be either:

(i) used for an eligible HOME Program activity, as set forth in the Scope of Services of this Agreement, for the applicable affordability period, or

(ii) disposed of in a manner that results in County's being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.

(i) Subgrantee Certifications. In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the Subgrantee will abide by the applicable certifications found at: http://www.hud.gov/offices/cpd/about/conplan/pdf/conplancertifications.pdf.

15. Notice to Proceed. Subgrantee must notify County in writing when it is ready to actually start work on the Home Project and must give that notice before incurring any Home Project costs for which it will request payment or reimbursement from County under this Agreement. When this notice is received from Subgrantee, County will determine whether the environmental protection procedures, the release of funds procedures and any other procedures or processes that must be accomplished prior to the start of the Home Project have been satisfied and/or completed. If they have, County will then give Subgrantee a "Notice to Proceed" with the Home Project. If Subgrantee does not comply with the requirements of this paragraph and fails to obtain this Notice to Proceed from County at the time and in the manner provided above, County shall not be obligated or required to implement this Agreement or to fund or reimburse Subgrantee for any costs incurred on or for the Home Project. Under appropriate circumstances and in its sole discretion, County may waive the provisions of this paragraph.

16. Violations and Breaches of Contract.

(a) Restriction on Disbursement. Notwithstanding any other provisions of this Agreement, County may withhold disbursements made under this Agreement to Subgrantee where Subgrantee fails to comply with all applicable provisions found in this Agreement and

with all other HUD requirements applicable to this Home Project.

(b) Setoff. Notwithstanding any other provision of this Agreement, Subgrantee shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Subgrantee. County may withhold disbursement of funds to Subgrantee for the purpose of setoff until such time as the exact amount of damage incurred by County is determined and paid. Such damages may include HUD's disqualification of activities because of Subgrantee's failure to properly administer the same.

(c) No Limitation of Remedies. The various rights and remedies herein contained, except as otherwise provided in this Agreement, shall not be considered as exclusive of any other right or remedy not mentioned herein, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law or equity. No delay or omission by County to exercise any power or remedy it may have in the event of Subgrantee's breach shall impair any such right, power or remedy or be construed as a waiver of any other breach or nonperformance or as acquiescence therein. Subgrantee and its successors and assigns, shall be jointly and severally liable for any default under this Agreement; any action with regard to such breach may be instituted against all or any one of them.

17. Employee Status Verification System. Subgrantee shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code Section 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. Subgrantee is individually responsible for verifying the employment status of only new employees who work under Subgrantee'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 Subgrantee 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. Subgrantee shall comply in all respects with the provisions of Utah Code Section 63G-12-302(3). Subgrantee's failure to comply may result in the immediate termination of its contract with County.

18. Monitoring. Pursuant to 2 CFR § 200.331 County will monitor Subgrantee's performance in providing services and facilities in accordance with the purposes of this Agreement, and may conduct one or more site visits during the contract period to inspect said performance. Criteria to be used in monitoring performance includes but is not limited to compliance with the provisions of this Agreement and the degree to which Subgrantee meets the federal and County objectives established for and outlined in the HOME Program Description for the applicable Program Year.

19. Suspension or Termination of this Agreement. This Agreement may be suspended or

terminated by County, pursuant to 2 CFR Section 200.342, as applicable if Subgrantee fails materially to comply with any of the provisions, requirements, conditions, standards or other terms of this Agreement. This Agreement may also be terminated in whole or in part, subject to the provisions of 2 CFR Section 200.339, as applicable.

20. Integrated Document. This Agreement, including all Attachments, as set forth in Paragraph 1, embodies the entire understanding between County and Subgrantee regarding the Home Project. No verbal agreements or conversation with any officer, agent, or employee of County prior to or subsequent to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement.

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

22. Independent Contractor Status. In performing the Work, Subgrantee acts as an independent contractor responsible for calculating, withholding, and paying all federal and state taxes and for obtaining necessary and adequate workers' compensation insurance, general liability insurance, and any other insurance required under this Agreement. Subgrantee's employees are not and shall not become employees, agents or servants of County hereunder. Subgrantee and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Subgrantee or some other entity. Subgrantee is obligated to pay federal and state income tax on any monies paid pursuant to this Agreement, as applicable.

23. Incorporation by Reference. All applicable federal, state, and local laws, ordinances, rules, regulations, circulars, Executive Orders pertaining to the HOME Program, and the funding approvals executed by HUD and County are incorporated herein by this reference.

24. Severability Clause. The declaration by any court or other binding legal source that any provision of the Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement unless said provisions are mutually dependent.

25. Conflict of Interest. County and Subgrantee agree to abide by the Conflict of Interest provisions set forth in 2 CFR Section 200.318[1]. If a potential conflict of interest arises pursuant

1 Non-Federal entities must maintain written standards of conduct covering conflicts of interest, including organizational conflicts of interest. "If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization." 2 CFR Section 200.318 (c)(2).

to that section, or pursuant to the Utah Public Officers' and Employees' Ethics Act, Utah Code Ann. Section 67-16-1 et seq. (2012), the Parties agree to seek an exception from HUD pursuant to 24 CFR 92.Section 356(d) and to follow all the necessary steps in seeking such exception.

26. Ethical Standards. Subgrantee represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

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

28. Public Funds and Public Monies.

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

(b) Subgrantee's Obligation: Subgrantee, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to Salt Lake County. Subgrantee understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code Ann. (2012) for misuse of public funds or monies. Subgrantee expressly understands that County may monitor the expenditure of public funds by Subgrantee. Subgrantee expressly understands that County may withhold funds or require repayment of funds from Subgrantee for contract noncompliance, failure to comply with

directives regarding the use of public funds, or for misuse of public funds or monies.

29. Insurance. Subgrantee shall, at its sole cost and expense, secure and maintain during the term of this agreement, including all renewal or additional terms, the following minimum insurance coverage:

(a) General Insurance Requirements for All Policies.

(i) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (*a*) provide full prior acts coverage or have a retroactive date effective before the date of this agreement, and (*b*) 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.

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

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

—OR—

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

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

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

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

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

District Attorney.

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

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

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

(ii) Commercial general liability insurance with County as an additional insured, in the minimum amount of $1,000,000 per occurrence with a $2,000,000 general policy aggregate and $2,000,000 products completed operations policy aggregate. The policy shall protect County, Subgrantee, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Subgrantee's operations under this Agreement, whether performed by Subgrantee itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

(iii) If Subgrantee 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 $1,000,000 per occurrence.

(iv) If the Home Project will result in County holding a lien interest in real property, Subgrantee shall maintain all-risk property insurance in an

amount equaling at least ninety (90) percent of the fair market value of the lien property, with County named as an additional insured.

30. Displacement, Relocation, Acquisition, and Replacement of Housing. Subgrantee 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.) Subgrantee 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. Subgrantee 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.

31. Bond Requirements. If the Home Project involves construction or rehabilitation costing $25,000 or more, Subgrantee shall ensure that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than 100% of the contract price, or such other assurances as approved in writing by County. The bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, Subgrantee shall furnish bonds from an alternate surety acceptable to County and Subgrantee. The bonds shall remain in effect until completion of the Home Project including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subgrantee 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.

32. Indemnification.

(a) If Subgrantee is not a governmental entity, then it agrees that it shall indemnify, hold harmless, and defend County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third parties, including Subgrantee, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, Subgrantee's breach of this Agreement or any acts or omissions of or by Subgrantee, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. Subgrantee agrees that its duty to defend and indemnify County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of County.

(b) If Subgrantee is a governmental entity under the Governmental Immunity Act, Section 63G-7-101 et seq., Utah Code Ann. (2014), 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 Governmental Immunity Act.

33. Appropriation. Financial obligations of County are contingent upon funds for such purposes being appropriated, budgeted and otherwise made available. If the funds are not so appropriated, budgeted and made available, County may terminate this Agreement by notice to Subgrantee. Subgrantee agrees that it will include in every contract into which it enters that it relies on HOME monies for funding the Home Project and will include a non-appropriations clause that will protect itself and County from any liability or responsibility or any suit, which might result from the discontinuance of HOME funding for any reason.

34. Jurisdiction; Venue; Interpretation. This Agreement and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Utah. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for the County of Salt Lake, State of Utah. This Agreement is the result of arms-length negotiations between the parties, accordingly, each of the Parties affirms its desire that this Agreement be interpreted in an absolutely neutral fashion with no regard to any rule of interpretation (or the like) requiring that the provisions of this agreement be construed to favor one party (such as, for example, the party that did not draft this agreement) over the other.

35. Notice. Any notice or communication given pursuant to this Agreement shall be given in writing, either in person or by certified mail, return receipt requested to the addresses specified below or such other address as Subgrantee or County may from time to time designate. If given in person, notice shall be deemed given when actually given. If given by certified mail, notice shall be deemed given at the time indicated on the duly completed return receipt.

Notice to Subgrantee shall be delivered or mailed to:
Attn: West Valley City Mayor
West Valley City
3600 Constitution Blvd.,
West Valley City, Utah, 84119

Notice to County shall be delivered or mailed to:
Attn: HOME Program Coordinator
Salt Lake County
Division of Housing and Community Development
S2-100
2001 South State Street
Salt Lake City, Utah 84190

36. Non-Discrimination. Subgrantee, and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR Section 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 Home Project. Subgrantee 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. Subgrantee 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.

37. Section 504. Subgrantee agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 794), and implementing regulations at 24 CFR Part 8, which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subgrantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be approved and to be duly executed the _____ day of _____, 2019.

SALT LAKE COUNTY

By: _____
Mayor or Designee
Date: _____

Administrative Approval:
Housing and Community Development

By _____
Michael Gallegos, Director
Date: 10/24/19

SUBGRANTEE
WEST VALLEY CITY

By _____

Its: _____

Date: _____

Approved as to Form:

By Megan L. Smith
Megan Smith,
Deputy District Attorney

ATTACHMENT I

To

SALT LAKE COUNTY CONTRACT NUMBER: HCD19115c

GRANTEE: WEST VALLEY CITY

PROJECT: HOUSING REHABILITATION PROGRAM

PROJECTNUMBER: HM.15WVC19

PROJECT STATEMENT OF WORK

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

West Valley City has allocated its HOME allocation of One Hundred Ninety-Five Thousand Dollars ($195,000) to funding of a housing rehabilitation program. Housing Rehabilitation loans and grants shall be available to any household whose income is at or below 80 percent of area median income as specified by HUD. West Valley City Housing rehabilitation program will follow its operating standards.

Eligible Property Owner

The owner must be a low-income homeowner; that is, the owner must have an annual (gross) income that does not exceed 80 percent of median income for the area. To establish the income the file must include wage statement, interest statement, unemployment compensation statements, and other pertinent documents. Income verifications are good for six months. **The GRANTEE will determine income of the household by using the definition specified in 24 CFR 92 203, 1040.**

Before any assistance is provided there will be a grant/loan agreement between the subgrantee and the household assisted.

Minimum HOME Investment: The minimum level of HOME funds used for rehabilitation is one thousand dollars ($1,000.00) per house rehabilitated.

Maximum HOME Investment: The Maximum HOME Investment per housing unit cannot exceed the limits listed by HUD each year. The maximum level HOME funds used for

rehabilitation is the maximum set for all activities. If the projected cost to rehabilitate goes over fifty thousand dollars ($50,000.00) the SUBRECIPIENT will contact CRD for review before proceeding, to ensure costs to do not exceed the HOME limits.

Forms of Financial Assistance

HOME Funds can finance all of the rehabilitation activities, either singly, or in combination, through the use of grants, low-interest loans, deferred payment loans, loan guarantees, or interest supplements for buildings and improvements as described in 24 CFR 92.206(a).

Lead Based Paint Hazard Control Projects

The costs directly related to abatement, interim controls of lead based paint hazards, cleanup, risk assessments, clearance inspections, the funding shall be provided as a grant. The HOME funds available through this contract will be used to cover eligible lead hazard control costs.

Lead based paint requirements

All projects or activities 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 and 24 CFR 35 Final Rule. The notifications will conform to Sections 1018.

Rehabilitation work that costs under $5,000: If there is more than 2 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 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 other 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: All rehabilitation work that exceeds $5,000 shall have a risk assessment/lead based paint inspection completed by an outside agency selected with CRD approval. If a paint surface is to be disturbed all work crews shall be certified by the State of Utah as a firm and individuals to supervise the work. If lead based paint dust hazard is identified paint stabilization will be used to control the hazard. The risk assessment shall follow the requirements listed in Salt Lake County's Lead Based Paint Hazard Control Procedures and Policies.

Disclosure: All applicants will receive the Title X lead based paint hazard information sheet. The Grant/Loan agreement between the homeowner and the Grantee will be approved by Salt Lake County and will conform with HOME program requirements.

All repayments of loans made with HOME funds will be treated in accordance with the requirements of 24 CFR 92.500(c). Salt Lake County, on behalf of the Salt Lake County Consortium, will set up a separate account for the HOME Investment Trust Fund. The SUBRECIPIENT shall return to Salt Lake County all repayments and any other return on the investment of HOME funds. The COUNTY shall deposit all funds in the local account of the

HOME Investment Trust Fund.

HOME funds in the local account of the HOME Investment Trust Fund must be disbursed before requests are made for HOME fund in the United States Treasury account. Salt Lake County shall be responsible for managing the HOME and the HUD IDIS system for the HOME Investment Partnerships Program.

ATTACHMENT II

TO

SALT LAKE COUNTY CONTRACT NUMBER HCD19115

SUBRECIPIENT:	WEST VALLEY CITY
PROJECT:	HOUSING REHABILITATION PROGRAM
PROJECT NO:	HM.15WVC19

PROJECT BUDGET

I.	Estimated Total Project Cost		$195,000.00
II.	Budgeted Expenditures by Cost Elements:		
a.	Project costs and fees for single family housing rehabilitation program	$174,800.00	
b.	Project delivery costs	$ 20,200.00	
	Total		$195,000.00

ATTACHMENT III

TO

SALT LAKE COUNTY CONTRACT: HCD19115

GRANTEE:	WEST VALLEY CITY
PROJECT:	HOME PROGRAM
PROJECTNUMBER:	HM.15WVC19

PROJECT SCHEDULE

By June 30, 2020, West Valley City will provide:

1. Housing Rehabilitation loans to help 25 households to finance improvements to their homes.
2. Upon West Valley City approval for each rehabilitation project West Valley City will submit a HOME project set up form to HCD.
4. Upon completion of each rehabilitation, West Valley City will submit a HOME rehabilitation close out form to HCD.
5. West Valley City will put a photo of each property in each file for each housing rehabilitation project.
6. Billings will be submitted at least every two months.

Outcome for GHHI projects: by June 30, 2019, one GHHI project will be completed that involves the remediation of a home that is occupied by a family with some type of health issue. West Valley City will work with CRD to ensure the project meets all of GHHI requirements and provide data on the medical cost savings will be collected. West Valley City will work with HCD on the implementation of equity assessment and the Aging in Place Salt Lake program.

Energy efficiency Improvements: An estimate of the cost savings to be realized from the energy efficiency improvements to be completed. When appropriate the HERS rating will be identified.

Lead based paint hazard control: For every dollar spent on making a home lead safe seventeen dollars will be saved

Radon gas: For every home for which radon gas levels are identified, a mitigation will be completed, the chances of developing lung cancer is significantly reduced for all family members.

Asthma: there are two part of this assessment, (1) prevention of asthma by mitigating mold and other significant sources of dust mites (swamp coolers) will be valued at for every dollar spent on asthma trigger there is an estimated benefit of four dollars in medical cost savings. (2) For every household with a household member who has with an ACT score above 19 the asthma reduction will be estimated at about $5,000 per year for five years or $25,000.

Trip and fall and aging in place: If $15,000 or more is spent on making a home more accessible, and livable, the benefit will be estimated at $42,000 for at least years or $84,000. If at least $2,000 is spent on trip and fall reduction it is estimated there will be least one fewer emergency visit and hospital stay with a medical cost savings of at least $10,000.

Radon
https://www.epa.gov/radon/health-risk-radon#head

Asthma
https://health.utah.gov/asthma/pdfs/data/EDCostReport.pdf

Trip and Fall
http://www.msbia.org/files/Costs_of_Falls.pdf

Lead based paint hazard reduction

http://valueofleadprevention.org/calculations.php?state=Utah



Aging in Place | Salt Lake

Program Summary

Eligibility for Aging in Place Salt Lake housing renovation program

A minimum of $20,000 must be spent in retrofitting home to remove or mitigate deficiencies which may cause harm to members of the household. The renovation funded may include accessible retrofits, energy efficient improvements, radon gas hazard control, lead based paint hazard reduction, reduce trip and fall hazards, and other deficiencies which might have an impact on a household member's health.

No household with a reserve mortgage recorded as a lien on the property is eligible for assistance.

A title report will be obtained and the applicant for funding must appear on the title. Anyone else that appears on title must approve the work to be completed.

Aging in Place Salt Lake program can provide minimum funding of over $20,000 which will be provided as a 0% loan which will be forgiven after five years.

This program is available to any household living in a single homeownership located in Salt Lake County except for Salt Lake City.

No fees will be charged, title and processing fees will be paid out of the funding provided.

Of the 35 homes to be completed, at least 26 will have at least one household member who is elderly (62 and older), and/or handicapped.

Case management and support will be provided by Salt Lake County Aging Services.

To be eligible for assistance, the household must meet the Federal Home Loan requirements for income determination. The goal of the program is to provide assistance to:

1. **15 households at or below 50% of AMI**
2. **15 households at or below 60% of AMI**
3. **5 households at or below 80% of AMI**

Family Size	1	2	3	4	5	6	7	8
80%	$42,250	$48,280	$54,300	$60,300	$65,150	$69,950	$74,800	$79,600
60%	$31,680	$36,240	$40,720	$45,240	$48,900	$52,500	$56,100	$59,760

50%	$26,400	$30,200	$33,950	$37,700	$40,750	$43,750	$46,750	$49,800

SALT LAKE COUNTY

Income Verification:

- Applicants must attach a copy of the most recent two (2) months' paycheck stubs or other income verification for all household members age 18 and over who receive income. Information provided by the applicant must be true to the applicant's knowledge.
- Salt Lake County reserves the right to terminate assistance and to recover funds expended if the applicant is found to have willfully withheld accurate information or to have deliberately falsified the application.

Property Eligibility:

- Only owner-occupied units are eligible for this program. Each property must be inspected by a Salt Lake County Housing and Community Development Representative.
- Additions, appliances, and/or any objects not directly attached to the house itself are not eligible. All improvements must be physically attached to the house and of permanent nature.
- Chair lifts and floor replacement will be need to be approved by the Federal Home Loan Bank and Zions Bank.
- Units and items being rehabilitated will comply with all local codes at the completion of the rehabilitation. Building permits may be required for certain rehabilitation projects.

Depending on the assessment and input from the homeowner, a typical project may consist of the following:

1. Make the entrance way to the home more accessible by installation of a ramp.



2. Make the bathroom fully accessible



3. Energy efficiency improvements, increase the amount of insulation in the attic, replace furnace, replace water heater, install energy efficient doors and windows, and weatherization (seal cracks)
4. Reduction of radon gas hazards and lead based paint hazards.

Case management support: The Aging in Place Salt Lake program key partner is Salt Lake County's Aging and Adult Services. Here is a complete list of all the services provided by Salt Lake County's Aging and Adult services. Each client of the Aging in Place program will be invited to receive services and we will when the client is willing have joint visits to assess needs and possible connection with services provided. https://slco.org/uploadedFiles/depot/humanServices/fAging/AAS_Overview_2017.pdf

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

Canvass returns of the 2019 Municipal General Election held November 5, 2019; and accept and approve the results of the election.

SYNOPSIS:

The Mayor and City Council are the legislative body for West Valley City and comprise the Board of Municipal Canvassers pursuant to Utah Code §20A-4-301(2). The Code requires that the Board of Municipal Canvassers shall meet to canvass the returns of the Municipal General Election no sooner than seven days and no later than 14 days after the election.

RECOMMENDATION:

Accept and approve the results of the 2019 Municipal General Election upon completion of the canvass.

SUBMITTED BY:

Nichole Camac, CMC
City Recorder

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION ACCEPTING AND APPROVING THE RESULTS OF THE MUNICIPAL GENERAL ELECTION HELD NOVEMBER 5, 2019 AS SHOWN ON THE CANVASS REPORT.

WHEREAS, on November 5, 2019, the West Valley City Municipal General Election was held; and

WHEREAS, the Mayor and City Council are the Municipal Legislative Body for West Valley City and comprise the Board of Municipal Canvassers per Utah Code Annotated §20A-4-301(2)(a); and

WHEREAS, the Board of Municipal Canvassers shall meet to canvass the returns of the Municipal General Election at the usual place of meeting of the Municipal Legislative Body no sooner than seven days and no later than 14 days after the election per Utah Code Annotated §20A-4-301(2)(b); and

WHEREAS, on November 19, 2019, the Board of Municipal Canvassers canvassed the returns of the Municipal General Election; and

WHEREAS, during the canvass the Board of Municipal Canvassers inspected the ballot results by precinct; and

WHEREAS, the Board of Municipal Canvassers have determined that the election and voting were conducted in compliance with Utah State law.

NOW, THEREFORE, BE IT RESOLVED by the West Valley City Board of Municipal Canvassers:

Section 1. The Mayor and City Council, as the official Board of Canvassers, hereby accepts and approves the Election Results for the 2019 West Valley City Municipal General Election held November 5, 2019.

Section 2. The following candidates are declared to have received the number of votes indicated:

Councilmember At-Large (4-Year Term)

Darrell R Curtis _____
Don Christensen _____

DRAFT

Councilmember District 1 (4-Year Term)

Tom Huynh _____
Christiana Tavo _____

Councilmember District 3 (4-Year Term)

Kaletta L. Lynch _____
Karen Lang _____

Section 3. The following candidates having qualified by number of votes have been elected as Councilmember At-Large, Councilmember District 1 and Councilmember District 3 for a four-year term:

_____ Councilmember At-Large
_____ Councilmember District 1
_____ Councilmember District 3

Section 4. The Election Officer (City Recorder) shall furnish a certified copy of this Resolution and a certified copy of the Election Results Report to the Lieutenant Governor's Office.

Section 5. This Resolution shall take effect immediately.

PASSED AND APPROVED this _____day of _____, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DRAFT

Item #:	
Fiscal Impact:	$2,300.00
Funding Source:	General Fund
Account #:	45-9610-40750-75247-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Right-of-way Contract.

SYNOPSIS:

Kids of Camelot, Inc., a Utah corporation, has signed a Right-of-way Contract with West Valley City and a Underground Right of Way Easement in favor of Rocky Mountain Power on property located at 3514 South 6000 West (14-35-126-128).

BACKGROUND:

The Kids of Camelot, Inc. parcel located at 3514 South 6000 West is one of several parcels affected by this project and which require acquisitions Underground Right of Way Easements in favor of Rocky Mountain Power for the 3500 South Power Burial Project; approximately 5400 West to 6000 West. This project will be constructed in conjunction with the current phase of the Mountain View Corridor Project. As a Betterment to the Mountain View Corridor Project, is paying for the burial of overhead power lines between approximately 5400 West and 6000 West. Compensation for the purchase of the Underground Right of Way Easement and improvements is $2,300.00, which was negotiated based upon the appraisal report prepared by the DH Group, LLC which indicated a value of $2,227.00.

RECOMMENDATION:

Authorize the Mayor to execute Right-of-way Contract. Underground Right of Way Easement will be sent to Rocky Mountain to be recorded in the office of the Salt Lake County Recorder.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY CONTRACT AND ACCEPT AN UNDERGROUND RIGHT OF WAY EASEMENT WITH AND FROM KIDS OF CAMELOT, INC. FOR PROPERTY LOCATED AT APPROXIMATELY 3514 SOUTH 6000 WEST.

WHEREAS, Kids of Camelot, Inc. ("Owner") has entered into a Right of Way Contract for property located at 3514 South 6000 West that is affected by the 3500 South Power Burial Project (herein "Project"); and

WHEREAS, Owner has also signed an Underground Right of Way Easement (the "Easement") as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Right of Way Contract with Owner, and to accept the Easement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled "Right of Way Contract" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City
Right of Way Contract
Easement

Project No: PW-333 Parcel No.(s): Kids of Camelot : 14-35-126-128
Project Location: Mountain View Corridor - 3500 South Power Burial Project
County of Property: SALT LAKE Tax ID / Sidwell No: 14-35-126-128
Property Address: 3514 South 6000 West West, West Valley City, UT 84120
Owner's Address: 1823 South Bountiful BLVD, Bountiful, UT 84010
Primary Phone: Owner's Home Phone: 801-966-8599 Owner's Work Phone:
Owner / Grantor: Kids of Camelot, Inc.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey by Perpetual Easement a parcel(s) of land known as parcel number(s) 14-25-126-128 for underground electric power transmission, distribution, and communication lines. This contract is to be returned to: Wendy Hansen (Consultant), Right of Way Agent c/o West Valley City, 3600 South Constitution Blvd, West Valley City, UT 84119.

1. Grantor agrees to transfer the property free of all debris and any hazardous materials (including paint or other household products.)
2. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvements or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
3. The City shall pay in full to the Grantor for the real property in the easement referenced above.
4. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
5. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the city/state transportation project.
6. Grantee agrees to repair and restore any damage to Grantor's property resulting from Grantee's construction activity on the property.

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent_Wendy Hansen_____, represents purchaser.
Buyer's Brokerage___WLC Consulting, LLC_____, represents purchaser.

Total Selling Price $2,300.00

Grantor's Initials

WEST VALLEY CITY
Unity Pride Progress

West Valley City
Right of Way Contract
Easement

Project No: PW-333 Parcel No.(s): Kids of Camelot
Project Location: Mountain View Corridor & 3500 South
County of Property: SALT LAKE Tax ID / Sidwell No: 14-35-126-128
Property Address: 3514 South 6000 West West, West Valley City, UT 84120
Owner's Address: 1823 South Bountiful BLVD, Bountiful, UT 84010
Primary Phone: Owner's Home Phone: 801-966-8599 Owner's Work Phone:
Owner / Grantor (s): Kids of Camelot, Inc.

Grantor's Initials _____

Grantor understands this agreement is an option until approved by the West Valley City Council.

IN WITNESS WHEREOF, said Kids of Camelot, Inc. has caused this instrument to be executed by its proper officers thereunto duly authorized, this 28TH day of OCTOBER, A.D. 2019.

Kids of Camelot, Inc.

By _____
Print Name: MICHAEL W. NUMBERS
Title: V.P.

State of UTAH)
:ss
County of SALT LAKE)

On this 28TH day of OCTOBER, 2019, personally appeared before me MICHAEL W. NUMBERS, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the VICE PRESIDENT of **Kids of Camelot, Inc.,** by authority of its bylaws or a resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.

NOTARY PUBLIC STEVEN J. DALE Commission No. 705436 Commission Expires MARCH 27, 2023 STATE OF UTAH

_____
NOTARY PUBLIC

Date

Right of Way Agents

_____ _____
Wendy Hansen (Consultant) / Acquisition Agent

_____ _____
Wendy Hansen (Consultant) / Team Leader

_____ 10/29/2019
Approved by Steven J. Dale, ROW & Survey Section Manager

_____ _____
Approved by Ron Bigelow, Mayor

_____ _____
Attest: City Recorder

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name:
WO#: 6669482
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Kids of Camelot, Inc.** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Salt Lake** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A** attached hereto and by this reference made a part hereof:

Legal Description:
A perpetual easement and right of way, upon part of an entire tract of property, situate in the Northwest Quarter of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of perpetual easement are described as follows:

Beginning at a point in the southerly boundary line of the property described as Entry No. 12361753 in Book 10474 at Page 3345 in the Office of the Salt Lake County Recorder, said point is 40.80 feet N.89°46'24"W. along the section line and 40.00 feet S.00°13'36"W. from the North Quarter Corner of said Section 35 (Note: Basis of Bearing is N.89°46'24"W. along the section line between the found monuments representing the North Quarter Corner and the Northwest Corner of Section 35, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said southerly boundary line S.66°57'45"E. 7.74 feet; thence N.89°46'24"W. 56.05 feet; thence S.00°13'36"W. 11.00 feet; thence N.89°46'24"W. 20.00 feet; thence N.00°13'36"E. 11.00 feet; thence N.89°46'24"W. 29.00 feet; thence N.00°13'36"E. 3.00 feet; thence S.89°46'24"E. 97.92 feet to the point of beginning.

The above described perpetual easement contains 524 square feet or 0.012 acre in area, more or less.

Assessor Parcel No. 14-35-126-128

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this 28th day of OCTOBER, 2019.

GRANTOR Vice-President

GRANTOR

Acknowledgment

STATE OF UTAH)
) ss.
County of SALT LAKE)

On this 28th day of OCTOBER, 2019, before me, the undersigned Notary Public in and for said State, personally appeared MICHAEL W. NUMBERS, known or identified to me to be the VICE PRESIDENT of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of Kids of Camelot, Inc., and acknowledged to me that said entity executed the same.

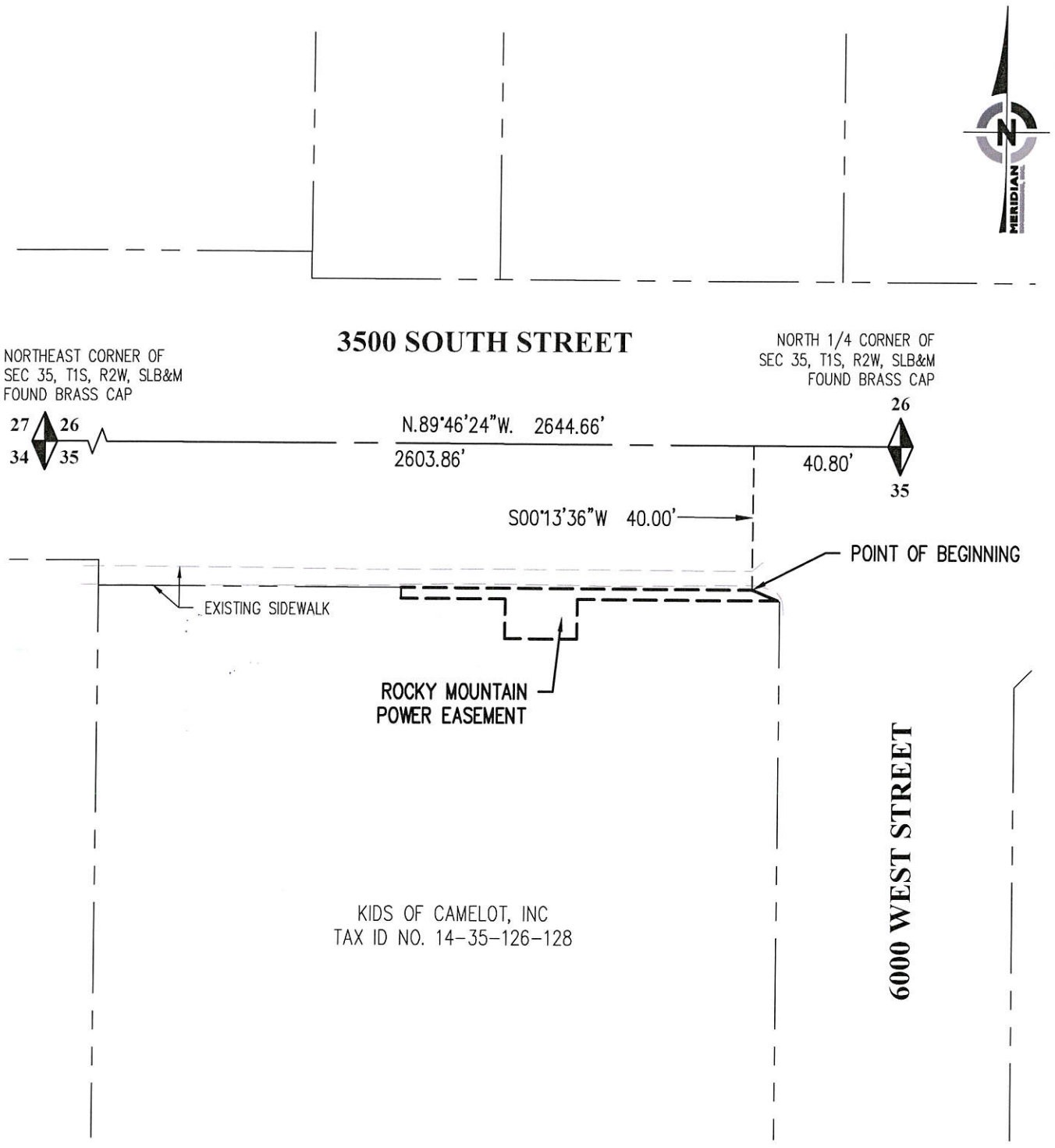
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

_____
(notary signature)

NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)

EXHIBIT A



EASEMENT AREA = 527 SF, 0.012 AC

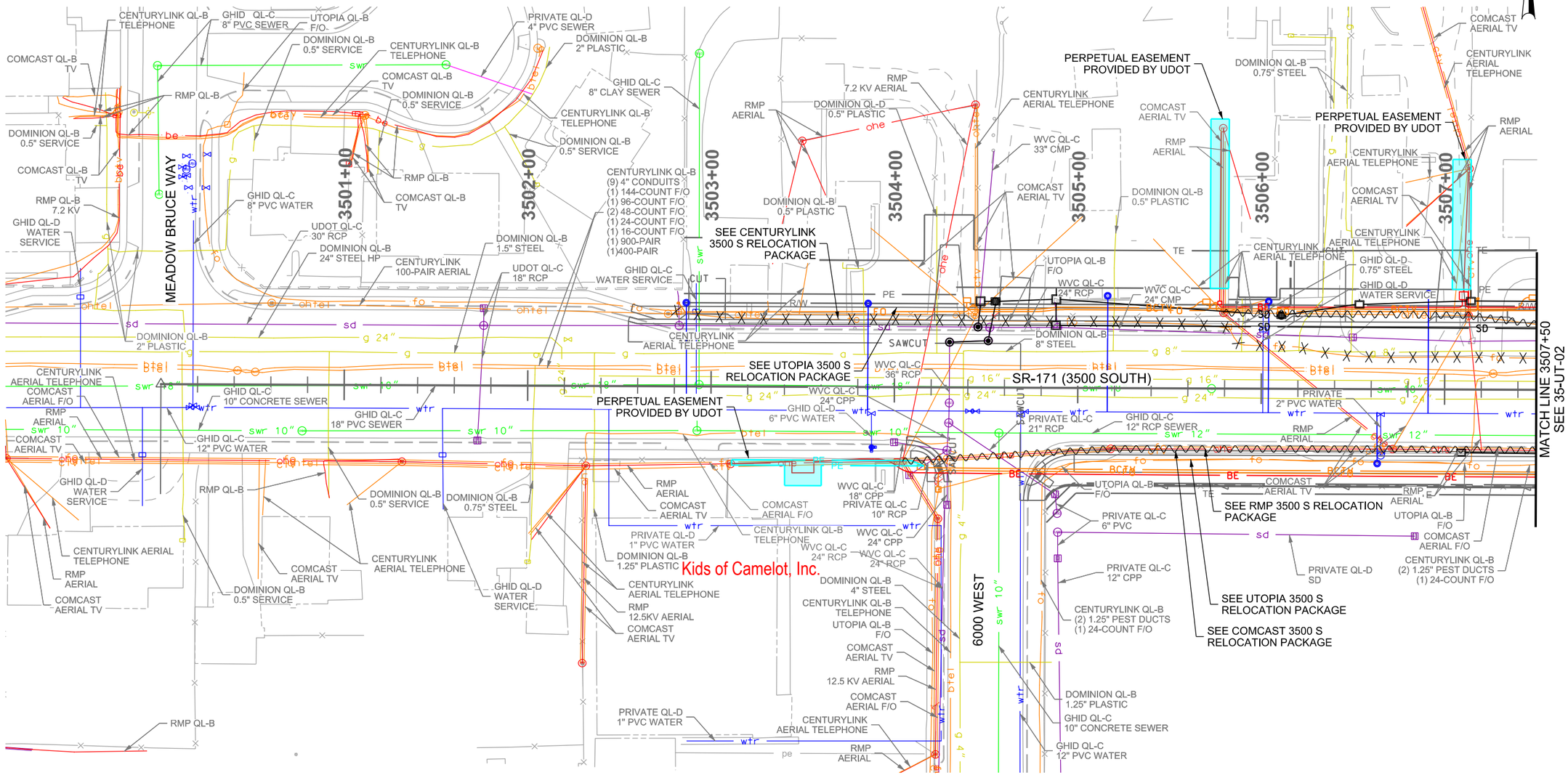
This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S.	DATE: 09/16/2019		BY: TRW	CKD: MWN	APP:
MERIDIAN ENGINEERING, INC. 1628 WEST 11010 SOUTH, SUITE 102 SOUTH JORDAN, UTAH 84095 PHONE (801) 569-1315 FAX (801) 5691319		EXHIBIT A SITUATE IN THE NW 1/4 OF SEC. 35, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH	PACIFICORP A MIDAMERICAN ENERGY HOLDINGS COMPANY		

ADJUST VALVE BOX
3502+21.88 LT 25.33
3503+87.46 RT 14.39
3504+40.93 RT 12.88
3504+44.32 RT 12.94
3504+68.90 RT 14.69
3504+71.06 RT 13.01
3506+65.19 RT 13.86
3506+65.42 RT 34.24

ADJUST MANHOLE
3500+77.10 RT 25.13 (SEWER)
3502+92.45 RT 24.12 (SEWER)
3502+93.46 LT 0.96 (SEWER)
3504+57.10 RT 24.77 (SEWER)
3505+72.93 RT .09 (SEWER)
3506+65.29 RT 36.42 (WATER)

RELOCATE METER
3502+91.76 LT 40.97
3503+88.56 LT 41.80
3505+21.58 LT 41.58
506+00.92 LT 31.99
3506+65.49 RT 36.42
3506+91.79 LT 32.30



NOTES:
1. SEE HORIZONTAL CONTROL SHEETS FOR HORIZONTAL ALIGNMENT DATA.
2. PROTECT IN PLACE ALL UTILITIES UNLESS SHOWN OTHERWISE.

LEGEND:
X X X ABANDON UTILITY
REMOVE UTILITY
FLOW FILL UTILITY

REVISIONS				
NO.	DATE	APPROVED BY	REMARKS	
B	08/05/19	BOW	FINAL PACKAGE - 4100 S/3500 S/5600 W FCW	
A	05/29/19	BOW	INTERMEDIATE PACKAGE - 4100S/3500S/5600W FCW	

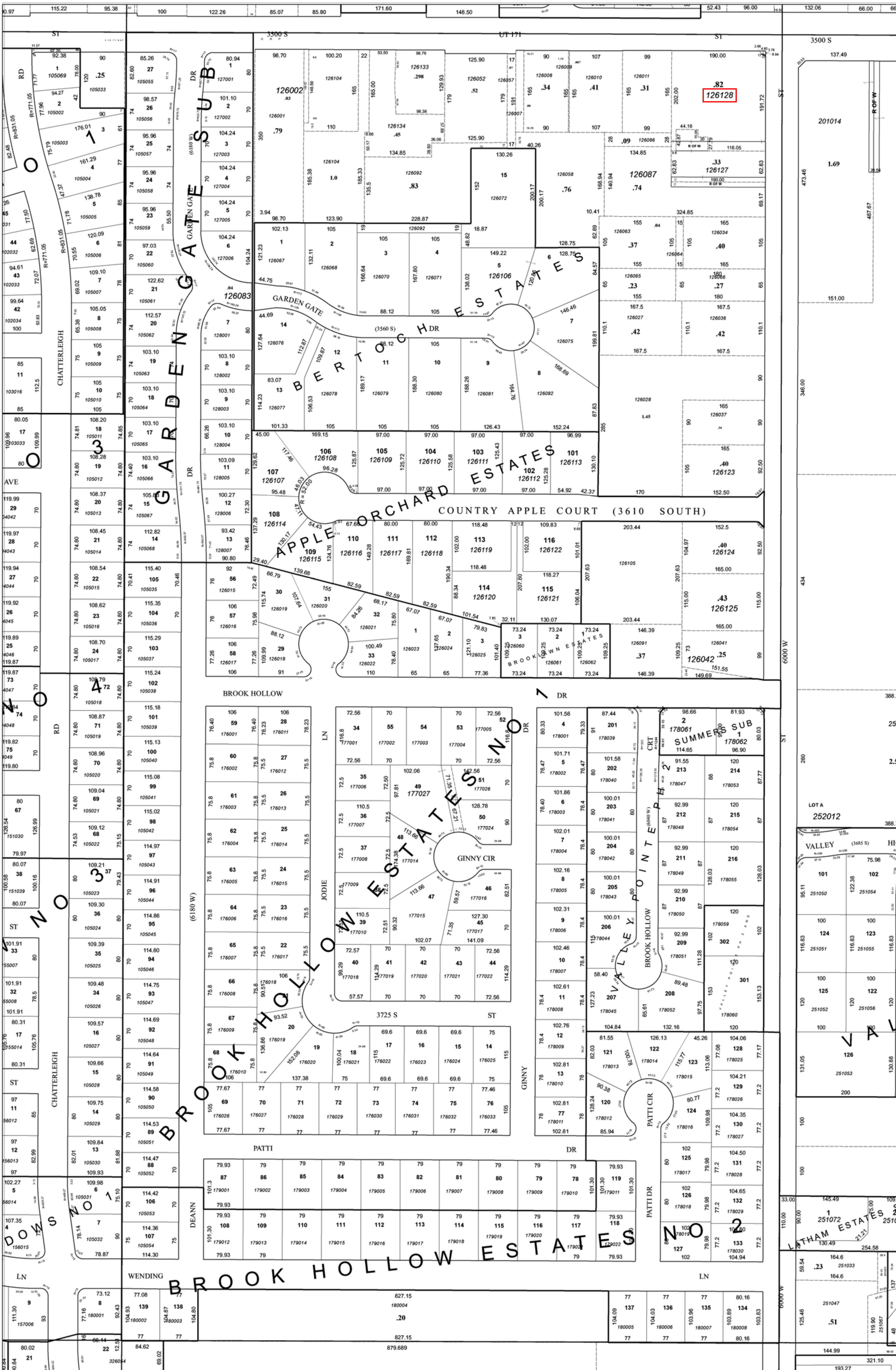
UTAH DEPARTMENT OF TRANSPORTATION
MOUNTAIN VIEW CORRIDOR CONSTRUCTORS

DRAWN BY MJE
QC CHECKED BY BOW
DATE

APPROVED
NOT FOR CONSTRUCTION
PROFESSIONAL ENGINEER
DATE

PROJECT: SR-85, MVC; 4100 SOUTH TO SR-201
PROJECT NUMBER: S-0085(9) PIN 13149
UTILITY (3500 S)
SHEET NO. 35-UT-01

DGN: File:p:\...\Sheets\13149_S_UT_35085_01
10-SEP-2019



This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property may be necessary.

Prepared and published by
Salt Lake County Recorder
Adam Gardiner
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

E 1/2 NW 1/4 Sec 35 T1S R2W

SALT LAKE COUNTY, UTAH

12/28/2018

Scale 1"=100'

0 100' 200'

Feet

14-35-12

Area

Section

Page

Item #:	
Fiscal Impact:	$900.00
Funding Source:	General Fund
Account #:	45-9610-40750-75247-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Right-of-way Contract.

SYNOPSIS:

Timothy L. Mills has signed a Right-of-way Contract with West Valley City and a Underground Right of Way Easement in favor of Rocky Mountain Power on property located at 5910 West 3500 South (14-26-451-043).

BACKGROUND:

The Timothy L. Mills parcel located at 5910 West 3500 South is one of several parcels affected by this project and which require acquisitions Underground Right of Way Easements in favor of Rocky Mountain Power for the 3500 South Power Burial Project; approximately 5400 West to 6000 West. This project will be constructed in conjunction with the current phase of the Mountain View Corridor Project. As a Betterment to the Mountain View Corridor Project, West Valley City is paying for the burial of overhead power lines between approximately 5400 West and 6000 West. Compensation for the purchase of the Underground Right of Way Easement and improvements is $900.00 based upon the compensation estimate prepared by the DH Group, LLC.

RECOMMENDATION:

Authorize the Mayor to execute Right-of-way Contract. City Recorder will also record the Underground Right of Way Easement in the office of the Salt Lake County Recorder in behalf of Rocky Mountain Power.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY CONTRACT AND ACCEPT AN UNDERGROUND RIGHT OF WAY EASEMENT WITH AND FROM TIMOTHY MILLS FOR PROPERTY LOCATED AT APPROXIMATELY 5910 WEST 3500 SOUTH.

WHEREAS, Timothy Mills ("Owner") has entered into a Right of Way Contract for property located at 5910 West 3500 South that is affected by the 3500 South Power Burial Project (herein "Project"); and

WHEREAS, Owner has also signed an Underground Right of Way Easement (the "Easement") as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Right of Way Contract with Owner, and to accept the Easement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled "Right of Way Contract" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City

Right of Way Contract

Easement

Project No: PW-333 Parcel No.(s): Mills-01 14-26-451-043
Project Location: Mountain View Corridor - 3500 South Power Burial Project
County of Property: SALT LAKE Tax ID / Sidwell No: 14-26-451-043
Property Address: 5910 West 6500 South, West Valley City, UT 84120
Owner's Address: 5910 West 6500 South, West Valley City, UT
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor: Timothy L. Mills

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Perpetual Easement a parcel(s) of land known as parcel number(s) Mills-0 for underground electric power transmission, distribution, and communication lines. This contract is to be returned to: Desiree Vargas (Consultant), Right of Way Agent c/o West Valley City, 3600 South Constitution Blvd, West Valley City, UT 84119.

1. Grantor agrees to transfer the property free of all debris and any hazardous materials (including paint or other household products.)
2. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvements or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
3. The City shall pay in full to the Grantor for the real property in the easement referenced above.
4. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
5. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the city/state transportation project.

Additional Terms:
The site improvements include the following: Bushes and shrubs

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent_Desiree Vargas_____, represents purchaser.
Buyer's Brokerage___WLC Consulting, LLC_____, represents purchaser.

Total Selling Price $900.00

Grantor's Initials

West Valley City
Right of Way Contract
Easement

Project No: PW-333 Parcel No.(s) Mills-01 14-26-451-043
Project Location: Mountain View Corridor & 3500 South
County of Property: SALT LAKE Tax ID / Sidwell No 14-26-451-043
Property Address: 5910 West 6500 South, West Valley City, UT
Owner's Address: 5910 West 6500 South, West Valley City, UT
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Timothy L. Mills

Grantor's Initials

TLM

Grantor understands this agreement is an option until approved by the West Valley City Council.

IN WITNESS WHEREOF, said Timothy L. Mills has caused this instrument to be executed by its proper officers thereunto duly authorized, this 21st day of October, A.D. 2019.

Timothy L. Mills

By Timothy L. Mills
Print Name: Timothy L. Mills
Title: owner

DESIREE VILATE VARGAS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 688591
COMM. EXP. 04-03-2020

State of Utah)
:ss
County of Salt Lake)

On this 21st day of October, 2019, personally appeared before me Timothy L. Mills, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the owner of, **Timothy L. Mills** by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

Desiree Vilate Vargas
NOTARY PUBLIC

Right of Way Agents

Date

Desiree Vargas (Consultant) / Acquisition Agent — 10/21/19

Wendy Hansen (Consultant) / Team Leader

Approved by Steven J. Dale, ROW & Survey Section Manager — 10/24/19

Approved by Ron Bigelow, Mayor

Attest: City Recorder

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name:
WO#:
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Timothy L. Mills** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Salt Lake** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A** attached hereto and by this reference made a part hereof:

Legal Description:

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Southeast Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at a point in the northerly right of way line of 3500 South Street (SR-71), said point is 650.95 feet S.89°45'35"E. along the section line and 44.00 feet N.00°14'25"E. from the South Quarter Corner of said Section 26 (Note: Basis of Bearing is S.89°45'35"E. along the section line between the found monuments representing the South Quarter Corner and the Southeast Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said northerly right of way line N.89°45'35"W. 5.00 feet; thence N.00°14'25"E. 5.00 feet; thence S.89°45'35"E. 5.00 feet; thence S.00°14'25"W. 5.00 feet to the point of beginning.

The above described perpetual easement contains 25 square feet in area, more or less.

Assessor Parcel No. 14-26-451-043

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this 21st day of October, 2019.

Timothy L. Mills **GRANTOR**

Acknowledgement

STATE OF Utah)
) ss.
County of Salt Lake)

On this 21st day of October, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Timothy L. Mills, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same.

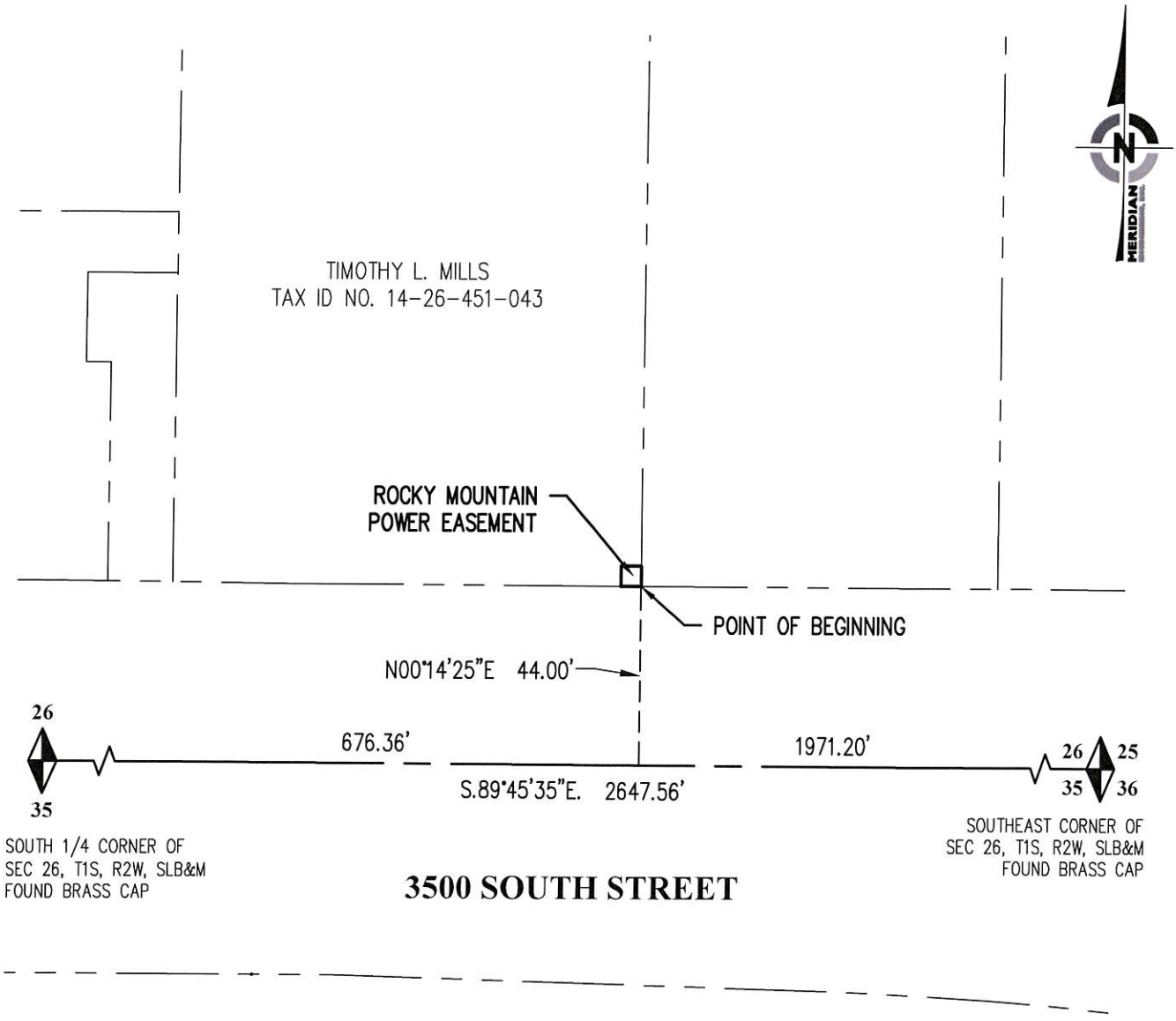
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Desiree Vilate Vargas
(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Herriman, Utah (city, state)
My Commission Expires: 04/03/2020 (d/m/y)

DESIREE VILATE VARGAS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 688591
COMM. EXP. 04-03-2020

EXHIBIT A



EASEMENT AREA = 25 SF

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S.	DATE: 08/20/2019		BY: TRW	CKD: MWN	APP:
MERIDIAN ENGINEERING, INC. 1628 WEST 11010 SOUTH, SUITE 102 SOUTH JORDAN, UTAH 84095 PHONE (801) 569-1315 FAX (801) 5691319		EXHIBIT A SITUATE IN THE SE 1/4 OF SEC. 26, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH	PACIFICORP A MIDAMERICAN ENERGY HOLDINGS COMPANY		

ADJUST VALVE BOX
3508+27.08 RT 14.48
3513+47.34 RT 14.73
3513+49.09 RT 14.66
3513+60.90 RT 45.26

ADJUST MANHOLE
3507+79.11 LT 31.08 (WATER)
3507+83.68 RT 24.94 (SEWER)
3509+02.61 RT 24.94 (SEWER)
3509+03.95 LT 0.24 (SEWER)
3511+25.13 RT 24.64 (SEWER)
3511+76.36 LT 0.74 (SEWER)
3513+47.96 RT 53.03 (WATER)
3513+49.82 RT 41.07 (WATER)
3513+58.18 RT 44.79 (WATER)
3514+48.07 RT 24.81 (SEWER)
3514+61.65 RT 0.03 (SEWER)

RELOCATE METER/H
3507+78.93 LT 31.28 (METER)
3508+25.31 LT 34.08 (METER)
3508+27.08 RT 32.96 (HYDRANT)
3508+57.14 LT 32.07 (METER)
3509+79.81 LT 32.20 (METER)
3510+39.88 LT 32.09 (METER)
3511+40.19 LT 30.81 (METER)
3512+30.41 LT 30.97 (METER)
3513+45.03 RT 38.55 (METER)
3513+47.34 RT 41.04 (METER)
3513+49.09 RT 32.83 (HYDRANT)
3513+98.02 LT 34.38 (METER)

N

PERPETUAL EASEMENT PROVIDED BY UDOT
RMP AERIAL
DOMINION QL-B 0.75" STEEL
GHID QL-D WATER SERVICE
GHID QL-C 8" CONCRETE SEWER
COMCAST AERIAL TV
CENTURYLINK AERIAL TELEPHONE
DOMINION QL-B 0.5" PLASTIC
DOMINION QL-B 0.75" STEEL
CENTURYLINK AERIAL TELEPHONE
PERPETUAL EASEMENT PROVIDED BY UDOT
CENTURYLINK AERIAL TELEPHONE
COMCAST AERIAL TV
RMP AERIAL
CENTURYLINK AERIAL TELEPHONE
GHID QL-D WATER SERVICE
DOMINION QL-B 0.5" PLASTIC
DOMINION QL-B 8" STEEL
RMP QL-B ELECTRIC
COMCAST AERIAL TV
CENTURYLINK AERIAL TELEPHONE
DOMINION QL-D 0.5" PLASTIC
RMP AERIAL
GHID QL-D WATER SERVICE
COMCAST AERIAL TV
PERPETUAL EASEMENT
PERPETUAL EASEMENT PROVIDED BY UDOT
RMP QL-B ELECTRIC
CENTURYLINK QL-B 900-PAIR
GHID QL-D WATER SERVICE
DOMINION QL-D 0.5" PLASTIC
WVC QL-C 21" RCP
DOMINION QL-B 2" STEEL
SEE UTOPIA 3500 S RELOCATION PACKAGE
PRIVATE QL-D 8" CPP
DOMINION QL-D 8" PLASTIC
DOMINION QL-B 24" STEEL HP
PRIVATE QL-C 8" CPP
GHID QL-D WATER SERVICE
RMP ELECTRIC QL-B
SEE DOMINION 3500 S BETTERMENT PACKAGE
SEE CENTURYLINK 3500 S RELOCATION PACKAGE

3508+00 3509+00 3510+00 3511+00 3512+00 3513+00 3514+00 3515+00

SEE 35-UT-01 MATCH LINE 3507+50

SR-171 (3500 SOUTH)

GHID QL-C 18" PVC SEWER
GHID QL-C 6" PVC WATER
GHID QL-C 12" RCP SEWER
GHID QL-C 12" PVC WATER
UTOPIA QL-B F/O
DOMINION QL-B 24" STEEL HP
GHID QL-C 6" PVC WATER

MATCH LINE 3515+50 SEE 35-UT-03

COMCAST AERIAL F/O
COMCAST AERIAL TV
RMP AERIAL
SEE RMP 3500 S RELOCATION PACKAGE
SEE UTOPIA 3500 S RELOCATION PACKAGE
SEE COMCAST 3500 S RELOCATION PACKAGE
PERPETUAL EASEMENT PROVIDED BY UDOT
UTOPIA QL-B F/O
PERPETUAL EASEMENT PROVIDED BY UDOT
GHID QL-C 4" CAST IRON WATER
PRIVATE QL-D WATER
GHID QL-C 18" PVC SEWER
PRIVATE QL-C 15" RCP
PRIVATE QL-D 12" RCP
CENTURYLINK QL-B
(9) 4" CONDUITS
(1) 144-COUNT F/O
(1) 96-COUNT F/O
(1) 72-COUNT F/O
(1) 48-COUNT F/O
(1) 16-COUNT F/O
(1) 900-PAIR
(1) 400-PAIR
RMP FUTURE TRANSMISSION LINES
PRIVATE QL-C 8" PVC SEWER
PRIVATE QL-D SEWER
SEE RMP CILMA TO 3500 S RELOCATION PACKAGE

LEGEND:
X X X ABANDON UTILITY
REMOVE UTILITY
FLOW FILL UTILITY

NOTES:
1. SEE HORIZONTAL CONTROL SHEETS FOR HORIZONTAL ALIGNMENT DATA.
2. PROTECT IN PLACE ALL UTILITIES UNLESS SHOWN OTHERWISE.

Timothy L. Mills

REVISIONS				
NO.	DATE	APPROVED BY	REMARKS	
A	05/29/19	BOW	INTERMEDIATE PACKAGE - 4100S/3500S/5600W FCW	
B	08/05/19	BOW	FINAL PACKAGE - 4100 S/3500 S/5600 W FCW	

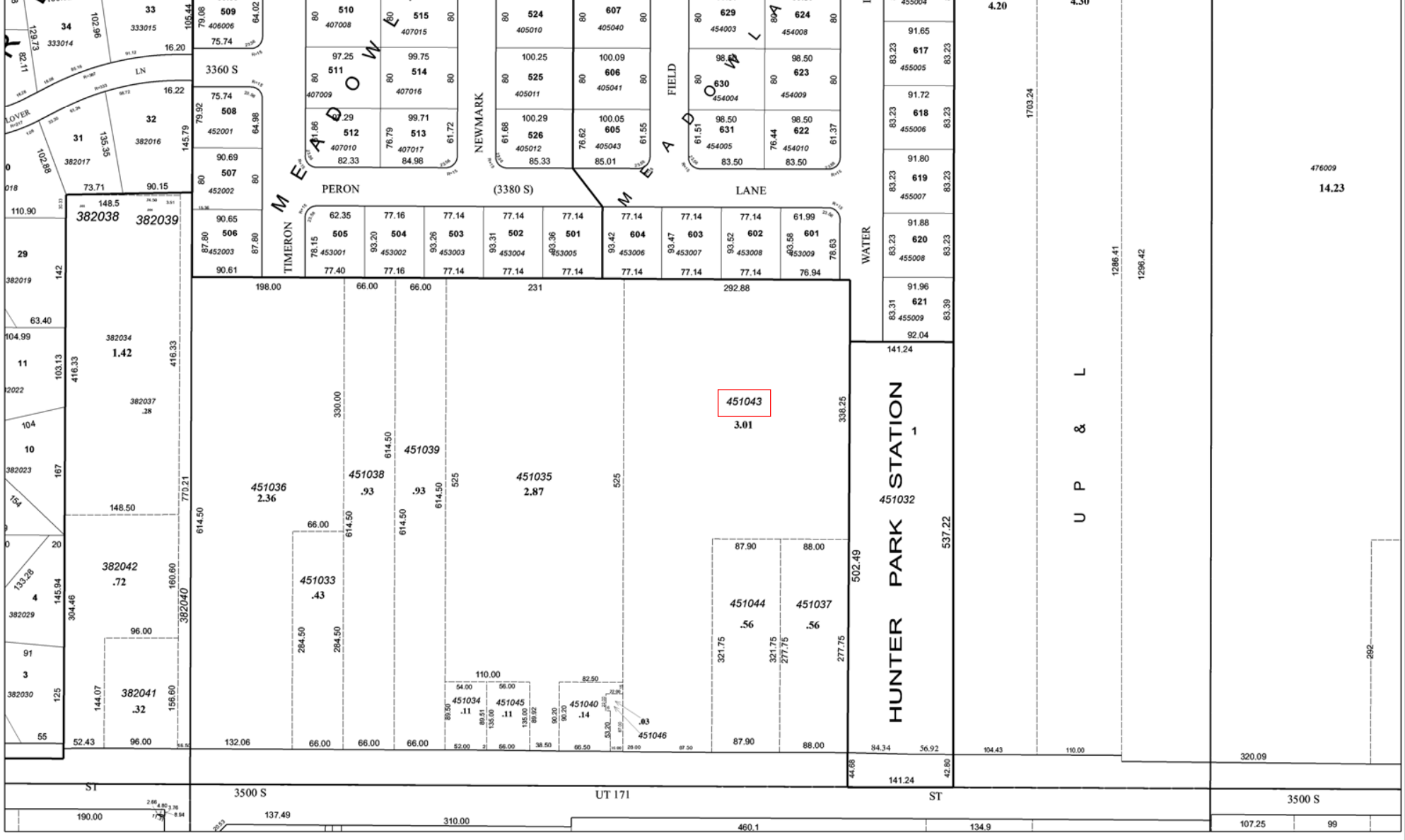
UTAH DEPARTMENT OF TRANSPORTATION
MOUNTAIN VIEW CORRIDOR CONSTRUCTORS

DRAWN BY MJE
CHECKED BY BOW
QC
DATE

APPROVED
NOT FOR CONSTRUCTION
PROFESSIONAL ENGINEER

SR-85, MVC; 4100 SOUTH TO SR-201
PROJECT
S-0085(9)
PROJECT NUMBER
PIN 13149
UTILITY (3500 S)
SHEET NO. 35-UT-02

DGN: File:ps://VANWABPWNT01.pw-corp.com/Utah States/Documents/MVC41005 SR201/20-Design/80-Corridor-Wide/CAD/Utility/South Segment/Sheets/13149_S_UT_35005_02
02-AUG-2019



This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property may be necessary.

Prepared and published by
Salt Lake County Recorder
Adam Gardiner
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

N
W E
S

W 1/2 SE 1/4 Sec 26 T1S R2W

SALT LAKE COUNTY, UTAH

10/19/2018

Scale 1"=100'

0 100' 200'

Feet

14-26-41

Area

Section

Page

Item #:	
Fiscal Impact:	$2,000.00
Funding Source:	General Fund
Account #:	45-9610-40750-75247-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Right-of-way Contract.

SYNOPSIS:

Timothy L. Mills and Terri J. Mills have signed a Right-of-way Contract with West Valley City and a Underground Right of Way Easement in favor of Rocky Mountain Power on property located at 5890 West 3500 South (14-26-451-044).

BACKGROUND:

The Timothy L. Mills and Terri J. Mills parcel located at 5890 West 3500 South is one of several parcels affected by this project and which require acquisitions Underground Right of Way Easements in favor of Rocky Mountain Power for the 3500 South Power Burial Project; approximately 5400 West to 6000 West. This project will be constructed in conjunction with the current phase of the Mountain View Corridor Project. As a Betterment to the Mountain View Corridor Project, West Valley City is paying for the burial of overhead power lines between approximately 5400 West and 6000 West. Compensation for the purchase of the Underground Right of Way Easement and improvements is $2,000.00 based upon the compensation estimate prepared by the DH Group, LLC.

RECOMMENDATION:

Authorize the Mayor to execute Right-of-way Contract. City Recorder will also record the Underground Right of Way Easement in the office of the Salt Lake County Recorder in behalf of Rocky Mountain Power.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY CONTRACT AND ACCEPT AN UNDERGROUND RIGHT OF WAY EASEMENT WITH AND FROM TIMOTHY AND TERRI MILLS FOR PROPERTY LOCATED AT APPROXIMATELY 5890 WEST 3500 SOUTH.

WHEREAS, Timothy and Terri Mills (collectively, "Owner") have entered into a Right of Way Contract for property located at 5890 West 3500 South that is affected by the 3500 South Power Burial Project (herein "Project"); and

WHEREAS, Owner has also signed an Underground Right of Way Easement (the "Easement") as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Right of Way Contract with Owner, and to accept the Easement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled "Right of Way Contract" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City
Right of Way Contract
Easement

Project No: PW-333 Parcel No.(s): Mills-02 14-26-451-044
Project Location: Mountain View Corridor - 3500 South Power Burial Project
County of Property: SALT LAKE Tax ID / Sidwell No: 14-26-451-044
Property Address: 5890 West 3500 South West, West Valley City, UT 84120
Owner's Address: 5890 West 3500 South West, West Valley City,
Primary Phone: Owner's Home Phone: 801-964-1956 Owner's Work Phone:
Owner / Grantor: Timothy L & Terri J Mills; JT

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Perpetual Easement a parcel(s) of land known as parcel number(s) Mills-02 for underground electric power transmission, distribution, and communication lines. This contract is to be returned to: Desiree Vargas (Consultant), Right of Way Agent c/o West Valley City, 3600 South Constitution Blvd, West Valley City, UT 84119.

1. Grantor agrees to transfer the property free of all debris and any hazardous materials (including paint or other household products.)
2. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvements or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
3. The City shall pay in full to the Grantor for the real property in the easement referenced above.
4. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
5. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the city/state transportation project.

Additional Terms:
The site improvements in the perpetual easement include: Sod and one medium tree
The cost to cure items within the easement area include: replace sod and retrofit sprinklers

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent_Desiree Vargas_____, represents purchaser.
Buyer's Brokerage__WLC Consulting, LLC_____, represents purchaser.

Total Selling Price $2,000.00

Grantor's Initials

West Valley City
Right of Way Contract
Easement

Project No: PW-333 Parcel No.(s) Mills-02 14-26-451-044
Project Location: Mountain View Corridor & 3500 South
County of Property: SALT LAKE Tax ID / Sidwell No: 14-26-451-044
Property Address: 5890 West 3500 South West, West Valley City,
Owner's Address: 5890 West 3500 South West, West Valley City,
Primary Phone: Owner's Home Phone: 801-964-1956 Owner's Work Phone:
Owner / Grantor (s): Timothy L & Terri J Mills; JT

Grantor's Initials

TM TJM **Grantor understands this agreement is an option until approved by the West Valley City Council.**

IN WITNESS WHEREOF, said Timothy L & Terri J Mills; JT has caused this instrument to be executed by its proper officers thereunto duly authorized, this 21st day of October, A.D. 2019.

Timothy L & Terri J Mills; JT

By Tim L Mills Terri Mills
Print Name: Tim L Mills Terri Mills
Title: Owner

DESIREE VILATE VARGAS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 688591
COMM. EXP. 04-03-2020

State of Utah)
:ss
County of Salt Lake)

On this 21st day of October, 2019, personally appeared before me Timothy L. & Terri J. Mills, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the owners of, **Timothy L & Terri J Mills; JT** by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

Desiree Vilate Vargas
NOTARY PUBLIC

Right of Way Agents

Date

Desiree Vargas(Consultant) / Acquisition Agent — 10/21/19

Wendy Hansen (Consultant) / Team Leader

Approved by Steven J. Dale, ROW & Survey Section Manager — 10/24/19

Approved by Ron Bigelow, Mayor

Attest: City Recorder

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name:
WO#: 6669482
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Timothy L. Mills and Terri J. Mills** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Salt Lake** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A** attached hereto and by this reference made a part hereof:

Legal Description:

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Southeast Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at the intersection of the northerly right of way line of 3500 South Street (SR-71) and the grantors easterly boundary line, said point is 764.41 feet S.89°45'35"E. along the section line and 44.00 feet N.00°14'25"E. from the South Quarter Corner of said Section 26 (Note: Basis of Bearing is S.89°45'35"E. along the section line between the found monuments representing the South Quarter Corner and the Southeast Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said northerly right of way line N.89°45'35"W. 15.00 feet; thence N.00°15'15"E. 12.00 feet; thence S.89°45'35"E. 15.00 feet to said easterly boundary line; thence along said easterly boundary line S.00°15'15"W. 12.00 feet to the point of beginning.

The above described perpetual easement contains 180 square feet in area, more or less.

Assessor Parcel No. 14-26-451-044

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this 21st day of October, 2019.

Timothy L. Mills **GRANTOR**

Terri J. Mills **GRANTOR**

Acknowledgement

STATE OF Utah)
) ss.
County of Salt Lake)

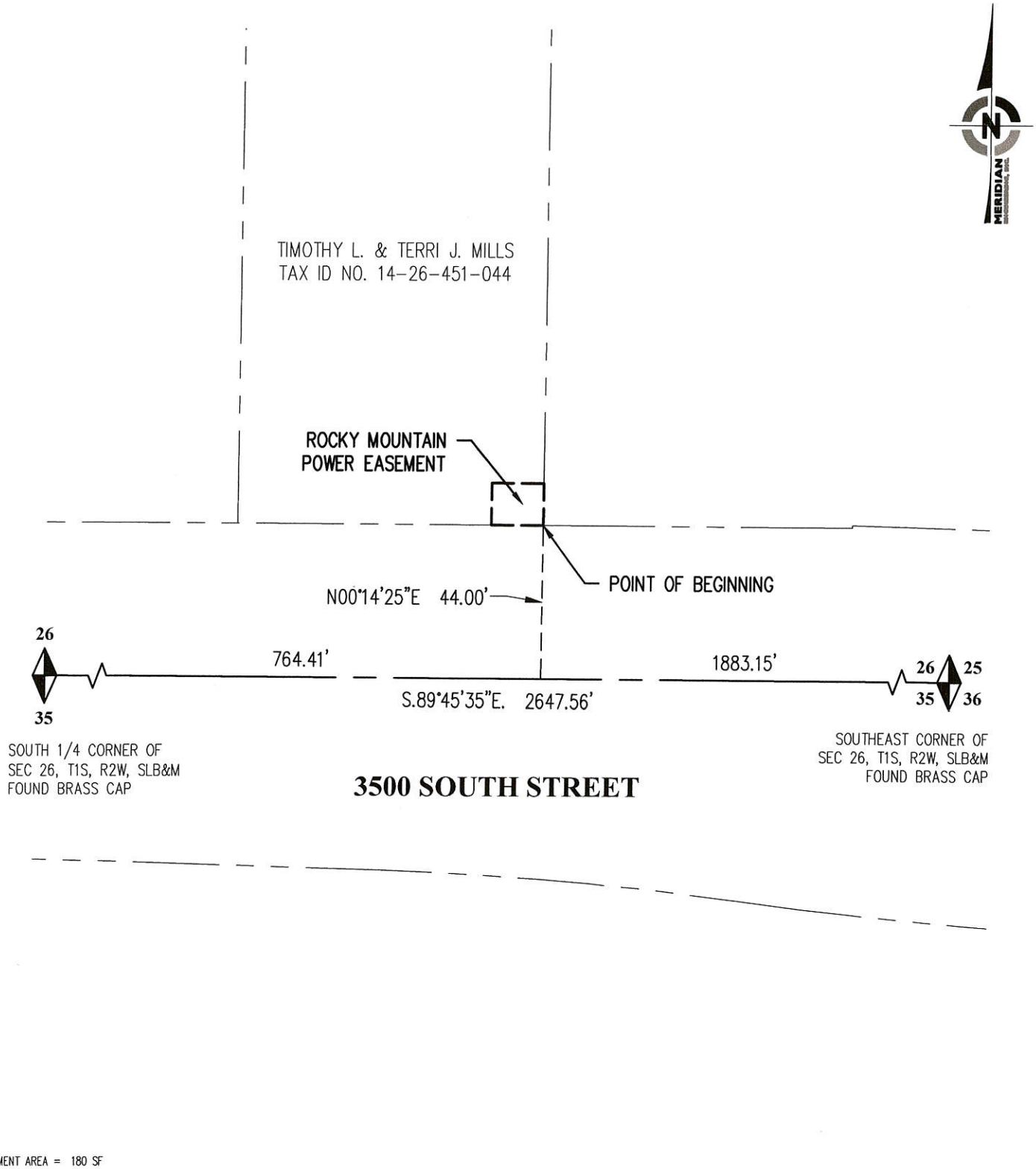
On this 21st day of October, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Timothy & Terri Mills, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Renee Villalba Kramer
(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Herriman, Utah (city, state)
My Commission Expires: 04/03/2020 (d/m/y)

EXHIBIT A



EASEMENT AREA = 180 SF

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S.	DATE: 08/20/2019		BY: TRW	CKD: MWN	APP:
MERIDIAN ENGINEERING, INC. 1628 WEST 11010 SOUTH, SUITE 102 SOUTH JORDAN, UTAH 84095 PHONE (801) 569-1315 FAX (801) 5691319		EXHIBIT A SITUATE IN THE SE 1/4 OF SEC. 26, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH			PACIFICORP A MIDAMERICAN ENERGY HOLDINGS COMPANY

ADJUST VALVE BOX
3508+27.08 RT 14.48
3513+47.34 RT 14.73
3513+49.09 RT 14.66
3513+60.90 RT 45.26

ADJUST MANHOLE
3507+79.11 LT 31.08 (WATER)
3507+83.68 RT 24.94 (SEWER)
3509+02.61 RT 24.94 (SEWER)
3509+03.95 LT 0.24 (SEWER)
3511+25.13 RT 24.64 (SEWER)
3511+76.36 LT 0.74 (WATER)
3513+47.96 RT 53.03 (WATER)
3513+49.82 RT 41.07 (WATER)
3513+58.18 RT 44.79 (WATER)
3514+48.07 RT 24.81 (SEWER)
3514+61.65 RT 0.03 (SEWER)

RELOCATE METER/H
3507+78.93 LT 31.28 (METER)
3508+25.31 LT 34.08 (METER)
3508+27.08 RT 32.96 (HYDRANT)
3508+57.14 LT 32.07 (METER)
3509+79.81 LT 32.20 (METER)
3510+39.88 LT 32.09 (METER)
3511+40.19 LT 30.81 (METER)
3512+30.41 LT 30.97 (METER)
3513+45.03 RT 38.55 (METER)
3513+47.34 RT 41.04 (METER)
3513+49.09 RT 32.83 (HYDRANT)
3513+98.02 LT 34.38 (METER)

N

PERPETUAL EASEMENT PROVIDED BY UDOT
RMP AERIAL
DOMINION QL-B 0.75" STEEL
GHID QL-D WATER SERVICE
GHID QL-C 8" CONCRETE SEWER
COMCAST AERIAL TV
CENTURYLINK AERIAL TELEPHONE
DOMINION QL-B 0.5" PLASTIC
DOMINION QL-B 0.75" STEEL
CENTURYLINK AERIAL TELEPHONE
3508+00
3509+00
3510+00
3511+00
3512+00
3513+00
3514+00
3515+00
PERPETUAL EASEMENT PROVIDED BY UDOT
CENTURYLINK AERIAL TELEPHONE
COMCAST AERIAL TV
RMP AERIAL
CENTURYLINK AERIAL TELEPHONE
GHID QL-D WATER SERVICE
DOMINION QL-B 8" STEEL
DOMINION QL-B 0.5" PLASTIC
RMP QL-B ELECTRIC
COMCAST AERIAL TV
CENTURYLINK AERIAL TELEPHONE
DOMINION QL-D 0.5" PLASTIC
RMP AERIAL
GHID QL-D WATER SERVICE
COMCAST AERIAL TV
DOMINION QL-D 0.5" PLASTIC
WVC QL-C 21" RCP
Timothy L. Mills and Terri J. Mills
Timothy L. Mills
PERPETUAL EASEMENT PROVIDED BY UDOT
PERPETUAL EASEMENT PROVIDED BY UDOT
SEE UTOPIA 3500 S RELOCATION PACKAGE
RMP QL-B ELECTRIC
CENTURYLINK QL-B 900-PAIR
GHID QL-D WATER SERVICE
PRIVATE QL-C 8" CPP
DOMINION QL-B 2" STEEL
PRIVATE QL-D 8" CPP
DOMINION QL-D 8" PLASTIC
DOMINION QL-B 24" STEEL HP
GHID QL-D WATER SERVICE
RMP ELECTRIC QL-B
SEE DOMINION 3500 S BETTERMENT PACKAGE
SEE CENTURYLINK 3500 S RELOCATION PACKAGE
SEE 35-UT-01 MATCH LINE 3507+50
SR-171 (3500 SOUTH)
MATCH LINE 3515+50 SEE 35-UT-03
GHID QL-C 18" PVC SEWER
GHID QL-C 6" PVC WATER
GHID QL-C 12" RCP SEWER
GHID QL-C 12" PVC WATER
UTOPIA QL-B F/O
DOMINION QL-B 24" STEEL HP
GHID QL-C 6" PVC WATER
COMCAST AERIAL F/O
COMCAST AERIAL TV
RMP AERIAL
SEE RMP 3500 S RELOCATION PACKAGE
SEE UTOPIA 3500 S RELOCATION PACKAGE
SEE COMCAST 3500 S RELOCATION PACKAGE
PERPETUAL EASEMENT PROVIDED BY UDOT
UTOPIA QL-B F/O
PERPETUAL EASEMENT PROVIDED BY UDOT
CENTURYLINK QL-B
(9) 4" CONDUITS
(1) 144-COUNT F/O
(1) 96-COUNT F/O
(1) 72-COUNT F/O
(1) 48-COUNT F/O
(1) 16-COUNT F/O
(1) 900-PAIR
(1) 400-PAIR
GHID QL-C 4" CAST IRON WATER
PRIVATE QL-D WATER
GHID QL-C 18" PVC SEWER
PRIVATE QL-C 15" RCP
PRIVATE QL-D 12" RCP
RMP FUTURE TRANSMISSION LINES
PRIVATE QL-C 8" PVC SEWER
PRIVATE QL-D SEWER
SAWCUT
SEE RMP CILMA TO 3500 S RELOCATION PACKAGE

LEGEND:
X X X ABANDON UTILITY
REMOVE UTILITY
FLOW FILL UTILITY

NOTES:
1. SEE HORIZONTAL CONTROL SHEETS FOR HORIZONTAL ALIGNMENT DATA.
2. PROTECT IN PLACE ALL UTILITIES UNLESS SHOWN OTHERWISE.

NO.	DATE	REVISIONS
B	08/05/19	FINAL PACKAGE - 4100 S/3500 S/5600 W FCW
A	05/29/19	INTERMEDIATE PACKAGE - 4100S/3500S/5600W FCW

APPROVED BY — REMARKS

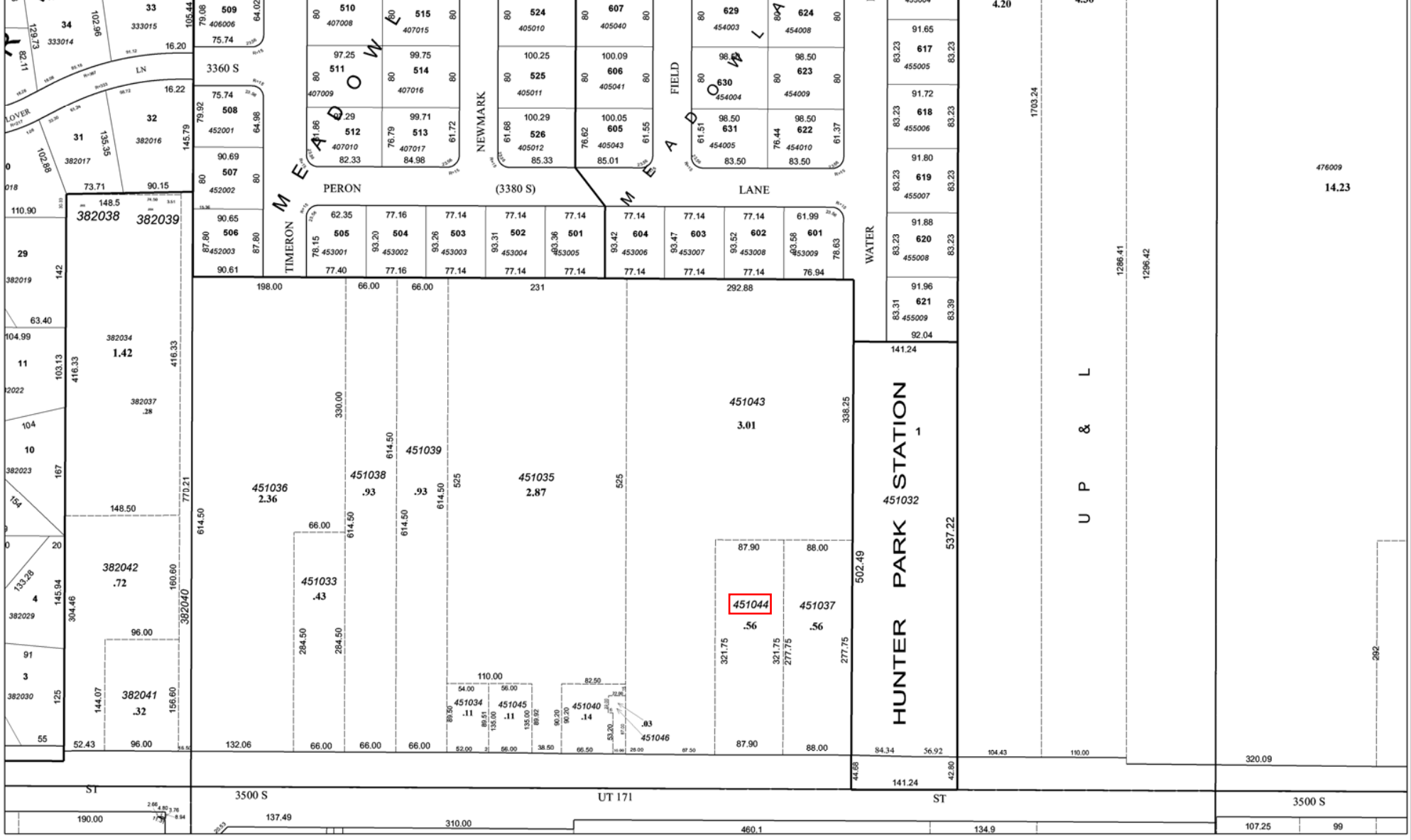
UTAH DEPARTMENT OF TRANSPORTATION
MOUNTAIN VIEW CORRIDOR CONSTRUCTORS

DRAWN BY: MJE
CHECKED BY: BOW
QC: BOW
APPROVED: NOT FOR CONSTRUCTION
PROFESSIONAL ENGINEER
DATE

PROJECT: SR-85, MVC; 4100 SOUTH TO SR-201
PROJECT NUMBER: S-0085(9) PIN 13149
UTILITY (3500 S)
SHEET NO. 35-UT-02

DGN File:ps://VANWABPWNT01.parsons.com/Utah State/Documents/MVC41005 SR201/20-Design/80-Corridor_Wide/CAD/Utility/South Segment/

02-AUG-2019



This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property may be necessary.

Prepared and published by
Salt Lake County Recorder
Adam Gardiner
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

N
W E
S

W 1/2 SE 1/4 Sec 26 T1S R2W

SALT LAKE COUNTY, UTAH

10/19/2018

Scale 1"=100'

0 100' 200'

Feet

14-26-41

Area Section Page

Item #:	
Fiscal Impact:	$7,700.00
Funding Source:	General Fund
Account #:	45-9610-40750-75247-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Right-of-way Contract.

SYNOPSIS:

3455 South, LLC, a Utah limited liability company has signed a Right-of-way Contract with West Valley City and an Underground Right of Way Easement in favor of Rocky Mountain Power on property located at 3455 South 5600 West (14-25-351-035).

BACKGROUND:

The 3455 South, LLC parcel located at 3455 South 5600 West is one of several parcels affected by this project and which require acquisitions of Underground Right of Way Easements in favor of Rocky Mountain Power for the 3500 South Power Burial Project; approximately 5400 West to 6000 West. This project will be constructed in conjunction with the current phase of the Mountain View Corridor Project. As a Betterment to the Mountain View Corridor Project, is paying for the burial of overhead power lines between approximately 5400 West and 6000 West. Compensation for the purchase of the Underground Right of Way Easement and improvements is $7,700.00 based upon the compensation estimate prepared by the DH Group, LLC.

RECOMMENDATION:

Authorize the Mayor to execute Right-of-way Contract. City Recorder will also record the Underground Right of Way Easement in the office of the Salt Lake County Recorder in behalf of Rocky Mountain Power.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY CONTRACT AND ACCEPT AN UNDERGROUND RIGHT OF WAY EASEMENT WITH AND FROM 3455 SOUTH, LLC FOR PROPERTY LOCATED AT APPROXIMATELY 3455 SOUTH 5600 WEST.

WHEREAS, 3455 South, LLC ("Owner") has entered into a Right of Way Contract for property located at 3455 South 5600 West that is affected by the 3500 South Power Burial Project (herein "Project"); and

WHEREAS, Owner has also signed an Underground Right of Way Easement (the "Easement") as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Right of Way Contract with Owner, and to accept the Easement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled "Right of Way Contract" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

This file was created by Oracle Reports. View this document in Page Layout mode.

West Valley City
Right of Way Contract

BD

Grantor's Initials

Easement

Project No: PW-333 Parcel No.(s): 3455 South , LLC 14-25-351-035
County of Property: SALT LAKE Tax ID / Sidwell No:]14-25-351-035

Property Address: 3455 South 5600, West Valley City, UT 84120
Owner's Address: 8823 S. Redwood Rd, West Jordan City, UT 84120

Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor: 3455 South, LLC, a Utah limited liability company

Grantee: West Valley City, a municipal corporation of the State of Utah

WEST VALLEY CITY
Unity Pride Progress

Project Location: Mountain View Corridor - 3500 South Power Burial Project

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Perpetual Easement a parcel(s) of land known as parcel number(s) 14-25-351-035 for underground electric power transmission, distribution, and communication lines. This contract is to be returned to: Desiree Vargas (Consultant), Right of Way Agent c/o West Valley City, 3600 South Constitution Blvd, West Valley City, UT 84119.

Additional Terms:

The site improvements include the following: Sod and Shrubs
The Cost to Cure items include: retrofit the sprinklers and replace sod

1. Grantor agrees to transfer the property free of all debris and any hazardous materials (including paint or other household products.)
2. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvements or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
3. The City shall pay in full to the Grantor for the real property in the easement referenced above.
4. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
5. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the city/state transportation project.

Total Selling Price
$7,700.00

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships

confirmed below. At the signing
of the Purchase Contract;
Buyer's Agent_____, represents purchaser.
Buyer's Brokerage_____, represents purchaser.

West Valley City
Right of Way Contract

BD

Grantor's Initials

Easement

Project No: PW-333 Parcel No.(s): 3455 South , LLC 14-25-351-035
County of Property: SALT LAKE Tax ID / Sidwell No:]14-25-351-035

Property Address: 3455 South 5600, West Valley City, UT 84120
Owner's Address: 8823 S. Redwood Rd, West Jordan City, UT 84120

Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor: 3455 South, LLC, a Utah limited liability company

Grantee: West Valley City, municipal corporation of the State of Utah

WEST VALLEY CITY
Unity Pride Progress

Project Location: Mountain View Corridor & 3500 South

Grantor's Initials

BD

_____ _____
Desiree Vargas (Consultant) / Acquisition Agent

_____ _____
Wendy Hansen (Consultant) / Team Leader

_____ 11/4/19
Approved by Steven J. Dale, ROW & Survey Section Manager

_____ _____
Approved by Ron Bigelow, Mayor

_____ _____
Attest: City Recorder

Right of Way Agents

Grantor understands this agreement is an option until approved by the West Valley City Council.

IN WITNESS WHEREOF, said 3455 South, LLC, a Utah limited liability company has caused this instrument to be executed by its proper officers thereunto duly authorized, this 30th day of October, A.D. 2019.

3455 South, LLC, a Utah limited liability company

By _____
Print Name: Bruse Butler
Title: Managing Member

State of Utah)
:s
County of Salt Lake)

On this 30th day of October, 2019, personally appeared before me Bruse Butler, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Managing Member of, **3455 South, LLC, a Utah limited liability company** by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

10/30/2019

_____
NOTARY PUBLIC

AMANDA J GODFREY
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 704034
COMM. EXP. 01-11-2023

AMANDA J GODFREY
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 704034
COMM. EXP. 01-11-2023

Date

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name:
WO#: 6669482
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **3455 South LLC** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Salt Lake** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A** attached hereto and by this reference made a part hereof:

Legal Description:

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Southwest Quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at the intersection of the easterly right of way line of 5600 West Street and the grantors southerly boundary line, said point is 240.00 feet N.00°05'00"E. along the section line and 53.00 feet S.89°45'44"E. from the Southwest Corner of said Section 25 (Note: Basis of Bearing is N.00°05'00"E. along the section line between the found monuments representing the Southwest Corner and the West Quarter Corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said easterly right of way line N.00°05'00"E. 50.00 feet; thence S.89°45'44"E. 20.00 feet; thence S.00°05'00"W. 50.00 feet to said southerly boundary line; thence along said southerly boundary line N.89°45'44"W. 20.00 feet to the point of beginning.

The above described perpetual easement contains 1,000 square feet or 0.023 acre in area, more or less.

Assessor Parcel No. 14-25-351-035

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this 30 day of October, 2019.

Bruce B

GRANTOR

GRANTOR

Acknowledgment

STATE OF Utah)
) ss.
County of Salt Lake)

On this 30th day of October, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Bruse Butler, known or identified to me to be the ~~of the corporation, or the~~ (manager / member) of the limited liability company, ~~or a partner of the partnership~~ that executed the instrument or the person who executed the instrument on behalf of 3455 South LLC, and acknowledged to me that said entity executed the same.

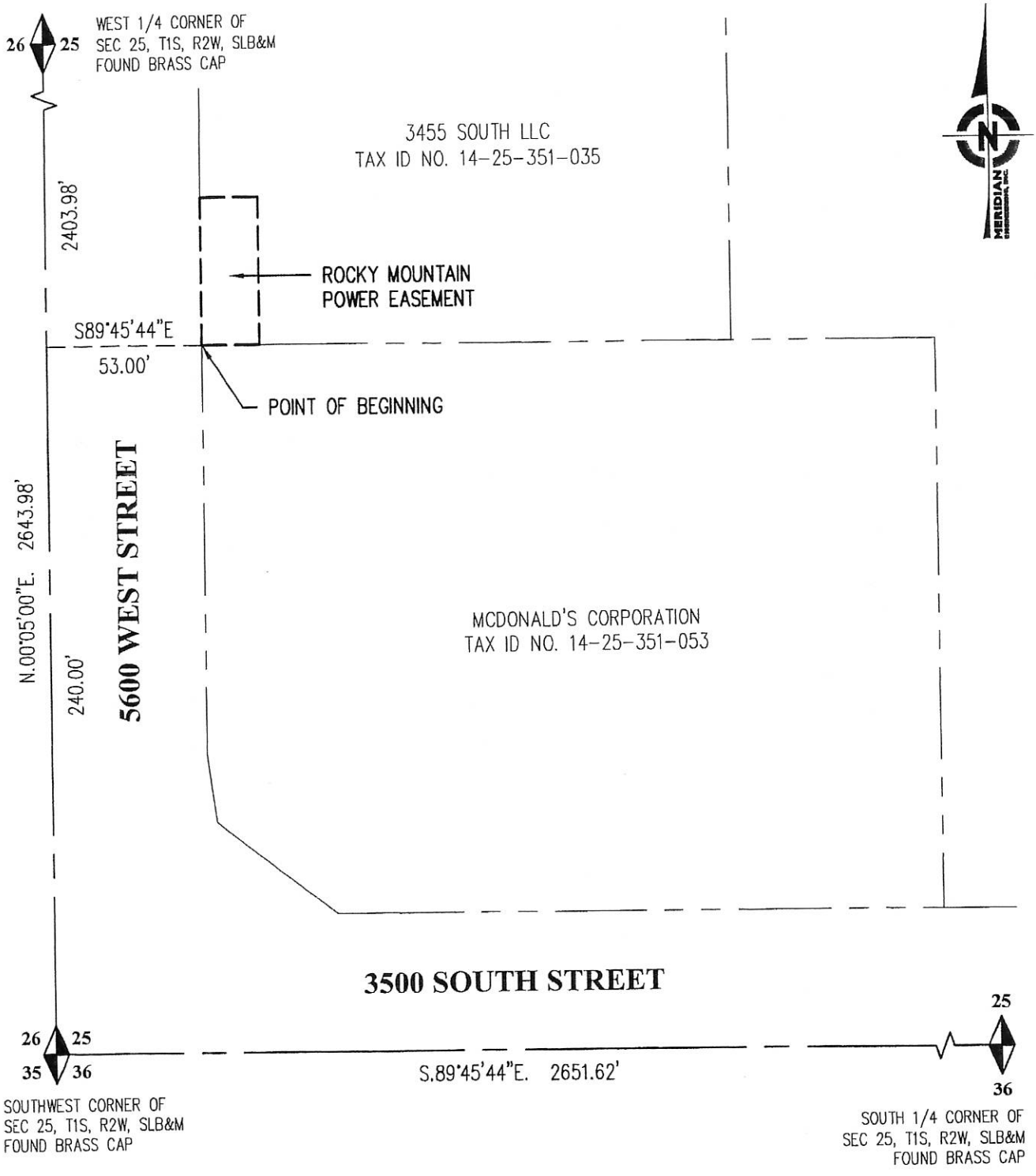
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Amanda Godfrey
(notary signature)

AMANDA J GODFREY
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 704034
COMM. EXP. 01-11-2023

NOTARY PUBLIC FOR Utah (state)
Residing at: Sandy, Utah (city, state)
My Commission Expires: 01/11/2023 (d/m/y)

EXHIBIT A



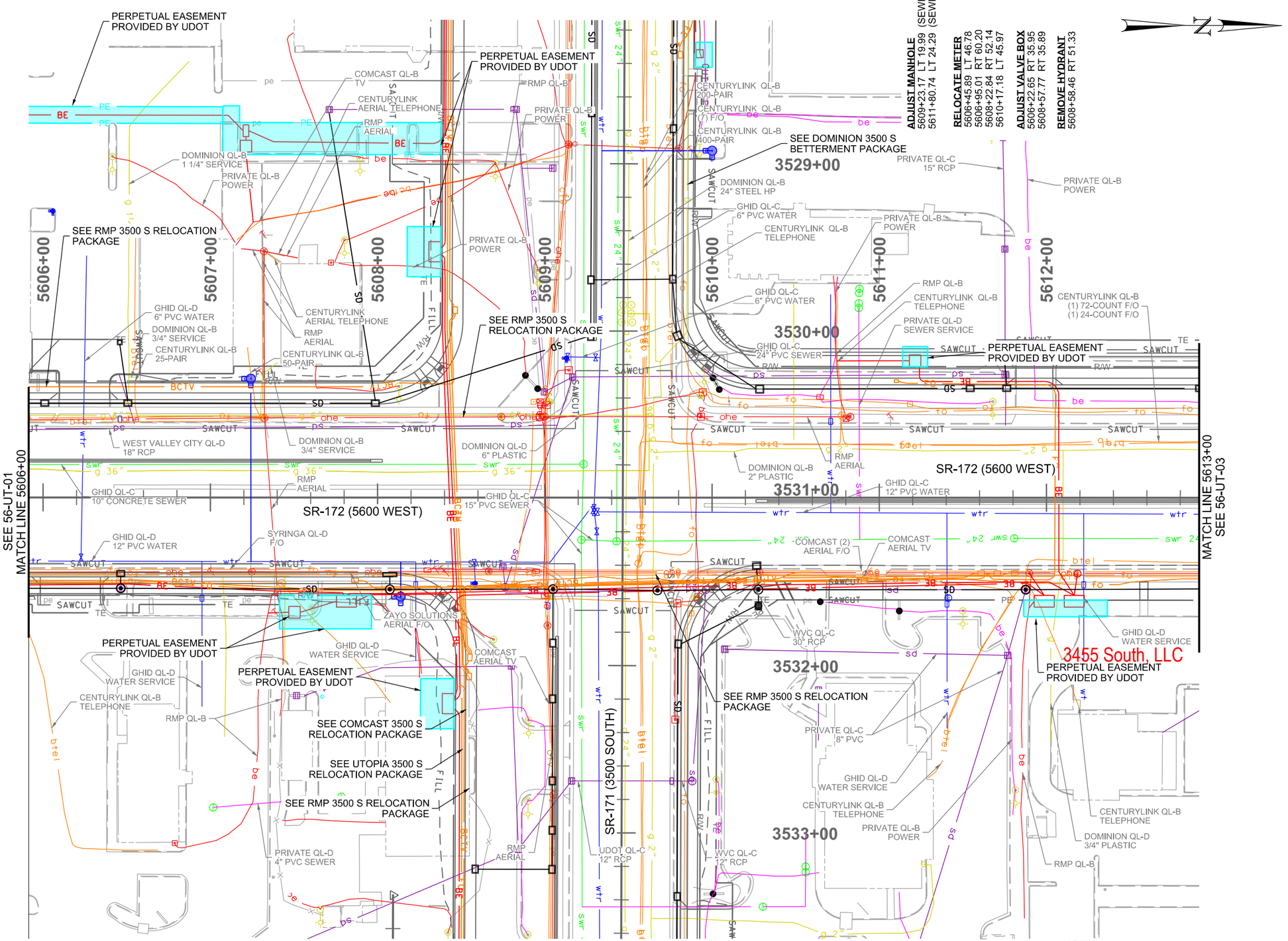
EASEMENT AREA = 1,000 SF, 0.023 AC

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S.	DATE: 08/20/2019	EXHIBIT A SITUATE IN THE SW 1/4 OF SEC. 25, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH	BY: TRW	CKD: MWN	APP:

MERIDIAN ENGINEERING, INC.
1828 WEST 11010 SOUTH, SUITE 102
SOUTH JORDAN, UTAH 84095
PHONE (801) 569-1315 FAX (801) 5691319

PACIFICORP
A MIDAMERICAN ENERGY HOLDINGS COMPANY



LEGEND:

X X X ABANDON UTILITY
REMOVE UTILITY
FLOW FILL UTILITY

NOTES:

1. SEE HORIZONTAL CONTROL SHEETS FOR HORIZONTAL ALIGNMENT DATA.
2. PROTECT IN PLACE ALL UTILITIES UNLESS SHOWN OTHERWISE.

REVISIONS

NO.	DATE	APPROVED BY	REMARKS
B	08/05/19	BOW	FINAL PACKAGE - 4100 S/3500 S/5600 W FCW
A	05/29/19	BOW	INTERMEDIATE PACKAGE - 4100S/3500S/5600W FCW

UTAH DEPARTMENT OF TRANSPORTATION
MOUNTAIN VIEW CORRIDOR CONSTRUCTORS

DRAWN BY MJE
CHECKED BY BOW
QC

APPROVED
NOT FOR CONSTRUCTION
PROFESSIONAL ENGINEER
DATE

PROJECT: SR-85, MVC; 4100 SOUTH TO SR-201
PROJECT NUMBER: S-0085(9)
PIN: 13149
UTILITY (5600 W)

SHEET NO. 56-UT-02

DGN: File:psf://VANV401PWINT01.parsons.com\Utah State\Documents\MVC41805 SR201/20-Design/00-Corridor Wide/CAD/Utility/South Segment/Sheets/13149_S_UT_56005_02.dgn
05-AUG-2019



This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property may be necessary.

Prepared and published by
Salt Lake County Recorder
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

N W E S

W 1/2 SW 1/4 Sec 25 T1S R2W

SALT LAKE COUNTY, UTAH

6/26/2019

Scale 1"=100'

0 100' 200'

Feet

14-25-31

Area Section Page