

RESOLUTION NO. 2020_____

A RESOLUTION OF THE CITY OF SOUTH SALT LAKE APPROVING THE
CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT FUNDING
AGREEMENT BETWEEN THE CITY AND SALT LAKE COUNTY.

WHEREAS, the South Salt Lake City Council (the “Council”) met in regular session on July 8, 2020, to consider, among other things, approving the Coronavirus Aid, Relief and Economic Security Act (the “C.A.R.E.S. Act”) funding agreement between the City and Salt Lake County; and

WHEREAS, Salt Lake County (the “County”) has received funding through the C.A.R.E.S. Act to help combat and address the effects of COVID-19 within the County; and

WHEREAS, the County desires to disseminate a portion of those funds to the City in the amount of \$749,307.26 to assist the City’s citizens and businesses to contain the COVID-19 virus and alleviate the economic impact of the declared pandemic; and

WHEREAS, the City desires to execute the C.A.R.E.S. Act Funding Agreement, attached hereto as Exhibit “A” and incorporated herein by this reference, in order to receive the above-described funding from the County; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the health, safety and welfare of the City’s citizens to approve the C.A.R.E.S. Act Funding Agreement; and

WHEREAS, the effective date of the C.A.R.E.S. Act Funding Agreement is the date as indicated in the Agreement attached in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Council that the proposed C.A.R.E.S. Act Funding Agreement is hereby approved and that the Mayor and administration are hereby authorized to execute the same.

THIS RESOLUTION, shall take effect immediately upon passage and approval.

APPROVED AND ADOPTED by the City Council of the City of South Salt Lake, Utah,
on this _____ day of _____, 2020.

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

Council vote as recorded:

Bynum	_____
deWolfe	_____
Huff	_____
Mila	_____
Pinkney	_____
Siwik	_____
Thomas	_____

ATTEST:

Craig D. Burton, City Recorder

EXHIBIT A
C.A.R.E.S. ACT FUNDING AGREEMENT

CARES ACT FUNDING AGREEMENT FOR GOVERNMENTAL ENTITIES

This Agreement (“Agreement”) is between Salt Lake County, (the “County”) a body corporate and politic of the State of Utah, and the City of South Salt Lake a governmental entity within the boundaries of Salt Lake County (the “Grantee”). The County and Grantee are collectively referred to as the Parties.

RECITALS

- A. The County received federal funds under section 601(a) of the Social Security Act as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (the “CARES Act”) to combat and address the effects of the novel Coronavirus Disease 2019 (“COVID-19”) within Salt Lake County.
- B. Pursuant to guidance issued by the United States Department of the Treasury (“Treasury”) CARES Act funds are considered “other financial assistance” under 2 C.F.R Section 200.40 and subject to 2 C.F.R. Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, and the Single Audit Act (31 U.S.C Sections 7501-7507).
- C. The County is making expenditures of the CARES Act funds to assist citizens and businesses in Salt Lake County in the containment of COVID-19 and to ameliorate the economic impact of the pandemic and related public health orders.
- D. The County has determined that the municipalities within Salt Lake County can play an important role in helping the County achieve these objectives.
- E. The County wishes to provide the Grantee CARES Act funding to help achieve these objectives in the Grantee’s jurisdiction.
- F. The Grantee’s unique entity identifier is _____.
- G. The Federal Award Number for this project has not been provided by the Federal Government.
- H. The Grant Funds were provided to the County under the CARES Act on April 23, 2020.
- I. The period of performance is as listed in Sections 4 and 5 of this Agreement.
- J. The amount of funds obligated to the Grantee by the County under this Agreement is the amount identified in Section 1.
- K. The Federal Award Project Description is as provided in these recitals and in Section 2.
- L. The Catalog of Federal Domestic Assistance number is 21.019, pending completion of registration.
- M. This Agreement does not fund research and development.

THEREFORE, the Parties agree as follows:

1. CONSIDERATION AND AUTHORITY:

- a. The County will provide \$749,307.26 of CARES Act funding (the “Grant Funds”) to achieve the objectives outlined in the above recitals, which recitals are hereby incorporated by reference into this Agreement. The Grantee agrees to use these funds for the objectives identified in this Agreement and will use its best efforts to achieve these objectives in a manner consistent with the CARES Act and this Agreement.
- b. Grantee’s signatory below certifies that the signatory has all necessary authority to bind the Grantee and accept a grant from Salt Lake County from the allocation of funds to Salt Lake County from the CARES Act.

2. ALLOWABLE USES: As provided in the CARES Act, Grantee will use Grant Funds provided only to cover costs that-
 - a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) (“necessary expenditures”);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for Grantee; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

3. PROHIBITED USES:
 - a. Grant Funds provided pursuant to this Agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections. Other examples of ineligible expenditures are contained in the attached April 22, 2020, Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments, and may be further addressed in FAQs and other guidance currently available or to be issued by the Treasury.
 - b. Grant Funds received pursuant to this Agreement cannot be used for expenditures where Grantee, or any subgrantee or subrecipient, has or will receive funding from the County for the same loss or expense if the amount of the expenditure exceeds the Grantee’s, or any subgrantee or subrecipient’s, actual losses or expenses when added to any prior or anticipated County funding. Grantee may similarly not use Grant Funds for Grantee’s, or a subgrantee’s or subrecipient’s, losses or expenses reimbursed under any other federal, state or private program.
 - c. The Grantee agrees that the Grantee is fully responsible for compliance with federal law and federal guidance regarding the expenditure of the Grant Funds. The CARES Act and related guidance from the Treasury supersede any provision of this Agreement regarding the lawful use of Grant Funds by the Grantee. Grantee may not rely on the terms of this Agreement as a defense to unlawful expenditures of Grant Funds where the terms of this Agreement are in conflict with the CARES Act or guidance from the Treasury.
 - d. Grantee agrees, understands and certifies, that as a recipient of federal funds it is required to, and shall, comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. Other federal laws which may apply include but are not necessarily limited to: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti- Lobbying Amendment, and the Debarment and Suspension Executive Orders. Grantee shall comply with these laws and regulations, and any other federal, state or local laws or regulations to the extent they apply to the subject matter of this Agreement. For additional detail on Federal requirements that may be applicable to this grant, subgrants or contracts see the [Assurances for Non-Construction Programs \(SF-424B\)](#) or [Assurances for Construction Program \(SF-424D\)](#), as required by law, from the Office of Management and Budget Assurances, which is hereby incorporated by reference into this Agreement.

4. **EFFECTIVE DATE:** The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) will be deemed the effective date of this Agreement. This Agreement shall terminate December 31, 2020.
5. **EXPENDITURE DEADLINE:** Grant Funds provided by Salt Lake County pursuant to this Agreement that are not expended on necessary expenditures on or before October 1, 2020, by Grantee or its subgrantee(s) or subcontractors, must be returned to Salt Lake County on or before 5pm, October 7, 2020. Grantee may petition the County to retain allocated but unspent Grant Funds beyond October 1, 2020. Such petitions must be filed in writing with the County no later than September 15, 2020, and may be approved or denied by the County, in the County's sole discretion.
6. **GRANT FUND GUIDANCE:** Grantee must adhere to any current or future federal or County guidance regarding spending, reporting or any other matter related to the Grant Funds distributed to Grantee by the County. Further, Grantee shall require that any subgrantee adhere to the CARES Act and any current or future guidance related to the Coronavirus Relief Funds. Federal guidance has been updated regularly and can be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.
7. **ADDITIONAL FUNDING:** If the Grantee receives funding from another source intended for a similar purpose (i.e. to combat and address the effects of COVID-19), Grantee will reimburse the County the Grant Funds the County provided which have been spent by the municipality and any unused funds, up to the amount of the other funding, within 15 calendar days of the Grantee's receipt of such additional funding.
8. **IMPROPER USE:**
 - a. If a County, State of Utah, or Treasury audit findings determine that any Grant Funds received by the Grantee were expended in violation of the requirements of the CARES Act, or any applicable law, Grantee shall return or repay those Grant Funds to Salt Lake County within 15 calendar days of written notice of the determination.
 - b. If the Grantee fails for any reason to repay the Grant Funds to the County under this Agreement, and the County repays the Grant Funds to the Treasury, the amount paid by the County will become a past due obligation of the Grantee to the County and may be immediately collected by the County or the Treasury no later than fifteen calendar days after request.
9. **RECORDS, REPORTING, AND TRANSPARANCY:**
 - a. For a period of six years following termination of this Agreement, Grantee shall retain documentation of all uses of the Grant Funds, including but not limited to invoices and/or sales receipts. All payroll expenditures must illustrate compliance with the CARES Act by detailed, daily documentation. Such documentation shall be produced to Salt Lake County or the Treasury upon request. Any grants made by Grantee shall similarly require as a term of the grant that the subgrantee shall retain documentation and shall produce such documentation to Salt Lake County or the Treasury upon request.
 - b. Grantee shall, each calendar month during the term of this Agreement, submit to the

County a detailed report and accounting for how the Grant Funds were spent in the previous calendar month. At a minimum, the reports will detail the amounts spent and the purpose, or the amounts paid to a subgrantee and that subgrantee's purpose. Upon termination of this Agreement for any reason, the Grantee will submit a final report accounting for the final month of expenditures and providing a general summary of the total expenditures under this Agreement.

- c. Grantee shall, at least monthly, on its website, Facebook page, or other currently existing internet-accessible site used by Grantee, post only the following information: the amount expended and the purpose if for a government purpose, or, if funds are provided as a grant or other assistance, a general description of the industry or group receiving the funds, the zip code where funds were expended, and the amount of funds provided to that industry or group. Grantees that lack an existing internet-accessible means to post information and that are part of the Municipal Services District may request that the District post the required information or may otherwise conspicuously post and make the required information publicly available.
- d. Grantee will fully cooperate with the County, the Treasury, and the State of Utah in any investigations or audits into the use of Grant Funds.
- e. Grantee shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F.

10. SUBGRANTS AND CONTRACTS:

- a. Grantee may use Grant Funds received pursuant to this Agreement to make grants for further distribution to any other private or public entity within Grantee's jurisdiction or to contract for goods, supplies or services as permitted by this Agreement. Such grants or contracts shall contain by agreement any required certifications, restrictions and requirements for the use of federal funds. For any such grant or contract, the Grantee is responsible for the documentation requirements in this Agreement.
- b. Regardless of whether a particular provision in this Agreement mentions subgrantees or contractors, a subgrantee or contractor must comply with all provisions of this Agreement, including the fiscal and program requirements. Grantee retains full responsibility for ensuring subgrantees or contractors comply with the applicable terms of this Agreement, including provisions related to compliance with federal law regarding use of federal funds.

11. CHOICE OF LAW: This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

12. INDEMNIFICATION: Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless the County from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Agreement caused by any act or omission of Grantee, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the County.

13. **GOVERNMENTAL IMMUNITY:** County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the “Act”), UTAH CODE ANN. §§ 63G-7-101 to -904 (as amended). The parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.
14. **TERMINATION DUE TO NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon 24 hours written notice delivered to the Grantee, this Agreement may be terminated in whole or in part at the sole discretion of the County, if the County reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) the Salt Lake County Council modifies or fails to appropriate the funds in the 2020 budget. If written notice is delivered under Section 14, the Grantee will return any unexpended Grant Fund amount to the County within 15 calendar days of the written notice. The County will not be liable for any performance, commitments, penalties, or liquidated damages that accrue for termination by the County under this Section 14. Upon termination, the Grantee will provide the County with a detailed accounting of the expended and unexpended Grant Funds within 15 calendar days of termination.
15. **SURVIVAL:** Termination or expiration of this Agreement shall not extinguish or prejudice the County’s right to recoup or otherwise recover Grant Funds from Grantee as provided in this Agreement. Additionally, termination or expiration of this Agreement shall not extinguish or prejudice the County’s rights to enforce this Agreement, or with respect to any default of this Agreement or of any of the following Sections: 7, 8, 9, 11, 12, 13, 15, and 16.
16. **FAIR DISTRIBUTION.** Grantee acknowledges that the amount of Grant Funds disbursed to Grantee and other grantees is determined in the County’s sole discretion. Grantee hereby agrees that Grantee’s disbursement is appropriate and waives any right in law or equity to challenge the amount of Grant Funds Grantee receives under this Agreement.
17. **INTEREST.** The Grantee may use any interest earned on the Grant Funds only for purposes outlined in this Agreement. Any unused interest earned on the Grant Funds shall be returned to the County as provided in this Agreement.
18. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
19. **SUSPENSION OR DEBARMENT:** The Grantee certifies that neither it nor its principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

The Parties hereby execute this Agreement.

SALT LAKE COUNTY

GRANTEE: THE CITY OF SOUTH SALT LAKE

By: _____

By: _____

Mayor or Designee

Date: _____

Title: _____

Date: _____

Approved as to form for the County:

Approved as to form for the Grantee:

By: _____

By: _____