

RESOLUTION NO. 2020_____

A RESOLUTION OF THE CITY OF SOUTH SALT LAKE APPROVING THE MAYOR'S ACCEPTANCE OF ADDITIONAL PAYMENTS FROM 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 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") had received funding through the C.A.R.E.S. Act to help combat and address the effects of COVID-19, and the County desired 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 Council determined that it was 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 in order to receive funding from the County; and

WHEREAS, after execution of the C.A.R.E.S. Act Funding Agreement, the County provided \$749,307.26 to the City; and

WHEREAS, in mid-September 2020, the County provided Mayor Cherie Wood with an amendment to the C.A.R.E.S. Act Funding Agreement, doubling the City's allocation from the County for a new total of \$1,498,614.52 and modifying some terms of the previous agreement; and

WHEREAS, the amendment to the C.A.R.E.S. Act Funding Agreement is hereto attached as "Exhibit A"; and

WHEREAS, because the funds provided by the County's amendment must be expended by the City on necessary expenditures on or before November 30, 2020 or the money must be returned to Salt Lake County, time was of the essence in accepting the amendment; and

WHEREAS, Mayor Wood signed the amendment on September 23, 2020 in order to facilitate the prompt transfer of funds from the County to the City.

NOW, THEREFORE, BE IT RESOLVED that the Council concurs with Mayor Wood's acceptance of the amendment to C.A.R.E.S. Act Funding Agreement.

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
AMENDMENT TO C.A.R.E.S. ACT FUNDING AGREEMENT

AMENDMENT 1 TO CARES ACT FUNDING AGREEMENT FOR GOVERNMENTAL ENTITIES

This Amendment 1 to Salt Lake County Contract No. 0000002558 (the “Agreement”) is between Salt Lake County, (the “County”) a body corporate and politic of the State of Utah, and 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 Parties entered into the Agreement to provide CARES Act funding to the Grantee.
- B. Since the Effective Date, the United States Department of the Treasury has provided additional guidance regarding usage and reporting of CARES Act funding.
- C. The Parties have agreed to modify some terms of the Agreement and increase the total amount of Grant Funds provided to the Grantee by \$749,307.26.

THEREFORE, the Parties agree as follows:

- I. The Grant Fund amount provided in Section 1.a of the Agreement is hereby increased by \$749,307.26 for a new total of \$1,498,614.52.**
- II. Section 3.a of the Agreement is hereby modified to read as follows:**
 - 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 Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments (“Treasury Guidelines”), and may be further addressed in the Coronavirus Relief Fund Frequently Asked Questions (the “Treasury FAQs”) and other guidance currently available or to be issued by the Treasury.
- III. Section 4 of the Agreement is hereby modified to read as follows:**
 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 30, 2020. In the event the CARES Act is modified, effective before December 30, 2020, to extend the deadline for expenditures, the termination date found in this Section 4 of this Agreement will be automatically extended to terminate on the revised CARES Act deadline. The County will notify the Grantee if the CARES Act expenditure deadline, and consequently the termination date of this Agreement, is so modified.
- IV. Section 5 of the Agreement is hereby modified to read as follows:**
 5. **EXPENDITURE DEADLINE:** Grant Funds provided by Salt Lake County pursuant to this Agreement that are not expended on necessary expenditures on or before November 30, 2020, by Grantee or its subgrantee(s) or subcontractors, must be returned to Salt Lake County on or before 5pm, December 4, 2020. The Effective Date through November 30, 2020 is the Grant Period. Grantee may petition the County to extend the Grant Period. Such petitions must be filed in writing with the County no later than November 15, 2020, and may be approved or denied by the County, in the County’s sole discretion. In the event the CARES Act is modified, effective before December 30, 2020, to extend the CARES

Act expenditures, the Grant Period of this Agreement will be automatically extended to 30 calendar days prior to the modified CARES Act expenditure deadline. The County will notify the Grantee if the CARES Act expenditure deadline, and consequently the deadline in Section 5, is so modified.

V. Section 9 of the Agreement is hereby modified to read as follows:

9. RECORDS, REPORTING, AND TRANSPARANCY:
 - a. Grantee shall keep detailed records of all expenditures or uses Grantee of the Grant Funds, including but not limited to invoices, sales receipts, and payroll records. All payroll expenditures must illustrate compliance with the CARES Act by detailed, daily documentation. Other records must be sufficient to detail how the expenditure complies with this Agreement and the CARES Act. If the Grantee relies on the Public Safety and Public Health employees for any of its expenditures, the Grantee shall track and document its expenditures using the categories of expenditures as provided in the OIG memorandum identified as Department of the Treasury Office of the Inspector General (“OIG”) in OIG-CA-20-025 (as modified by the OIG), hereby incorporated by reference into this Agreement, and in a manner that allows the County to comply with the County’s reporting requirement in OIG-CA-20-025 and as further detailed in the OIG memorandum identified as OIG-CA-20-028 (as modified by the OIG), hereby incorporated by reference into this Agreement. If the Grantee relies on the presumption for public health and public safety employees as detailed in the Treasury Guidance and Treasury FAQs, the Grantee shall maintain and make available to the County and the Treasury the documentation outlined in OIG-CA-20-028 Section H. 69-71. Grantee understands that Grantee is solely responsible for determining if an employee’s time is an eligible expense under the CARES Act and for properly supporting that determination as required by the OIG.
 - b. Grantee shall, as required by the County to comply with County’s federal requirements and deadlines, submit to the County a detailed report by the 15th of each month. The report shall contain the detail required in Section 9.a of this Agreement. County will provide Grantee a link to County’s on-line reporting portal for Grantee’s use and compliance with Section 9.b of this Agreement.
 - c. For a period of six years following termination of this Agreement, Grantee shall retain all documentation required under this Agreement. 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.
 - d. 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.
 - e. 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.
- f. 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.
 - g. 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.
- VI. The date this Amendment 1 to the 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 Amendment 1.**
- VII. Unless specifically modified by this Amendment 1, all other terms and conditions of the Agreement remain the same.**

[This space left intentionally blank. Signature page to follow.]

The Parties hereby execute this Amendment 1 to the Agreement.

SALT LAKE COUNTY

GRANTEE: City of South Salt Lake

By: _____

Mayor or Designee

Date: _____

By: Cherie Wood

Title: Mayor

Date: Sep 23 2020

Attest: Ariel Andrus

Deputy City Recorder

Approved as to form for the County:

By: _____

Approved as to form for the Grantee:

By: Hannah Vickery

Digital signature of Hannah Vickery
DN: cn=Hannah Vickery, o=South Salt Lake, ou=City
Attorney, email=hvickery@sslc.com, c=US
Date: 2020.09.22 15:17:12 -06'00'