

COTTONWOOD HEIGHTS

RESOLUTION NO. 2021-63

A RESOLUTION APPROVING AND ACCEPTING A GRANT FROM THE UTAH DEPARTMENT OF CULTURAL AND COMMUNITY ENGAGEMENT FOR FY 2021-22

WHEREAS, section 2.140.401 of the COTTONWOOD HEIGHTS CODE (the “Code”) establishes the “Cottonwood Heights Arts Council” (the “Arts Council”) for the city of Cottonwood Heights (the “City”); and

WHEREAS, following application (the “Application”) by the City on behalf of the Arts Council, the Utah Department of Cultural and Community Engagement (the “State”) awarded a \$4,500 grant (the “Grant”) to the City for use during FY 2021-22 by the Arts Council in connection with the project(s) specified in the Application; and

WHEREAS, the City desires to approve and accept the Grant on behalf of the Arts Council; and

WHEREAS, the City’s municipal council (the “Council”) met in regular session on 14 December 2021 to consider, among other things, (a) approving and accepting the Grant as proposed, and (b) authorizing the City to execute and deliver the grant agreement (the “Agreement”) required by the State before releasing the Grant funds to the Arts Council; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve and accept the Grant and to authorize the City to execute and deliver the Agreement to the State as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that (a) the Grant is hereby accepted and approved, and (b) the City’s mayor and recorder, and (as necessary) any appropriate officer of the Arts Council, are authorized and directed to execute and deliver the Agreement and any related documents and instruments on behalf of the City and the Arts Council.

This Resolution, assigned no. 2021-63, shall take effect immediately upon passage.

PASSED AND APPROVED this 14th day of December 2021.

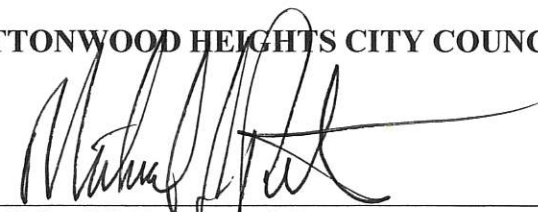
ATTEST:

COTTONWOOD HEIGHTS CITY COUNCIL

By: 

Paula Melgar, Recorder



By: 

Michael J. Peterson, Mayor

VOTING:

Michael J. Peterson	Yea ☒	Nay ☐
Douglas Petersen	•Yea ☒	Nay ☐
J. Scott Bracken	•Yea ☒	Nay ☐
Tali C. Bruce	Yea ☒	Nay ☐
Christine Watson Mikell	Yea ☒	Nay ☐

Absent excused

DEPOSITED in the office of the City Recorder this 14th day of December 2021.

RECORDED this 15 day of December 2021.



Contract #

STATE OF UTAH - GRANT AGREEMENT

1. PARTIES: This grant is between the following agency of the State of Utah:
 Department Name: Utah Dept of Cultural and Community Engagement Agency Code: 710
 Division Name: Arts and Museums, referred to as (STATE), and the following GRANTEE:

Cottonwood Heights City
 DBA: Cottonwood Heights Arts Council

Name			
2277 East Bengal Blvd.			
Address			
Cottonwood Heights	UT	UT	84121
City	State		Zip

LEGAL STATUS OF GRANTEE

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Government Agency

Contact Person Ann Eatchel
 Phone #(801) 944-7040
 Email aeatchel@ch.utah.gov
 Federal Tax ID# 202154375
 Vendor # VC0000107970 Commodity Code #99999

- GENERAL PURPOSE OF GRANT: This grant is to be used for project activities as outlined in the FY22 Arts & Museums grant application and approved by the Utah Arts & Museums board.
- GRANT PERIOD: Effective Date: 07/01/21 Termination Date: 06/30/22 unless terminated early or extended in accordance with the terms and conditions of this grant. Renewal options (if any): None. All payments under this grant will be completed within 90 days after the Termination Date.
- GRANT COSTS: GRANTEE will be paid a maximum of **\$4500** for costs authorized by this grant. Additional information regarding costs: _____
- ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
 ATTACHMENT B: Scope of Work
 ATTACHMENT C: Payment Schedule
 ATTACHMENT D: Federal Assurances
 ATTACHMENT E: Utah Division of Arts & Museums Certification and Statement of Assurances
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
- DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED:
 a. All other governmental laws, regulations, or actions applicable to the services authorized by this grant.

IN WITNESS WHEREOF, the parties sign and cause this grant to be executed.

GRANTEE

STATE

Grantee's signature

Date

Agency's signature

Date

Type or Print Name and Title

Director, Division of Finance

Attested by:

City Recorder



Attachment A: Standard Terms and Conditions for Grants (Government)

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **"Contract"** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
 - b. **"Contract Signature Page(s)"** means the cover page(s) that the State and Grantee sign.
 - c. **"Grantee"** means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
 - d. **"Non-Public Information"** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and state laws.
 - e. **"State"** means the State of Utah's Cultural and Community Engagement Department and the Division of Arts & Museums.
 - f. **"Grant Money"** means money provided by the State to a Grantee.
 - g. **"SubGrantees"** means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to the State accounting for all Grant Money received by the Grantee as required by the terms of the grant or, if not expressly provided, the following accounting:
 - a. a written description and an itemized report detailing the expenditure of the Grant Money
 - b. **NOTE: If the Grantee is a non-profit corporation,** Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.
5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.
6. **CONFLICT OF INTEREST:** The reviewers of the grant application comply with the State's conflict of interest policy. Board members and State staff are subject to the Utah Public Officers' and

Employees' Ethics Act, Utah Code, § 67-16.

7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State 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 Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **PUBLIC INFORMATION:** Grantee agrees this Contract and invoices are public documents, and may be available for distribution in accordance with the Utah Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
 - a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
13. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.
14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet

all of the terms and conditions of this Contract.

15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.
Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable.

Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-public Information to the State or certify, in writing, that the Non-public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
17. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
18. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
19. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
20. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
21. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
22. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: November 2021)

**STATE OF UTAH
(Government Version)
Attachment B**

Organization: Cottonwood Heights Arts Council

Attachment B: Scope of Work

This grant is to be used for project activities as outlined in the FY22 Arts & Museums application and as approved by the Utah Arts Advisory Board & Utah Museums Advisory Board.

**STATE OF UTAH
(Government Version)
Attachment C**

Attachment C: Payment Schedule (July 1, 2021 – June 30, 2022)

Your total funding is **\$4500**.

- Your award will be mailed to you after the receipt of your signed contract materials via the electronic CongaSign system.
- Evaluative reports must be filed each year for all Grantees. Failure to do so will result in ineligibility to receive future funding until reporting is completed. Grantee understands that current and future funds may be withheld due to an inadequate, incomplete, or non-submitted evaluative report. Grantees must complete the final report following the performance, but no later than August 1, 2022.
- Grantees will receive one payment for the full amount upon receipt of your signed contract.

**STATE OF UTAH
(Nonprofit Version)
Attachment D**

Attachment D: Federal Attachment

This attachment applies ONLY to organizations that receive funds or matching funds from the National Endowment for the Arts as indicated in grant award letter.

In consideration of a grant made under section 5 or 7 of the National Foundation on the Arts and the Humanities Act of 1965, as amended, and in order to satisfy the conditions expressed in section 5(i) or section 7(g) of that act so as to be eligible to receive the grant funds, grantee does hereby make this contractually binding promise to the Secretary of Labor that:

(1) all professional performers and related or supporting professional personnel (other than laborers or mechanics with respect to whom labor standards are prescribed in subsections 5(n) and 7(j) of the act) employed on projects or productions which are financed in whole or in part under such sections will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined in accordance with 29 CFR 505.3 to be the prevailing minimum compensation for persons employed on similar activities; and

(2) no part of any project or production which is financed in whole or in part under section 5 or section 7 of the National Foundation on the Arts and the Humanities Act of 1965, as amended, will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee engaged in such project or production, including particularly, no work which is prohibited for safety or sanitary reasons by any of the contracts with labor organizations listed in 29 CFR 505.3(a). Grantee further promises to keep the records and permit the inspections provided by 29 CFR 505.5(b). Receipt of a copy of 29 CFR Part 505 is hereby acknowledged. This promise may be enforced by the Secretary through any appropriate action at law or in equity in any court of competent jurisdiction.

STATE OF UTAH
(Government Version)

Attachment E
UTAH DIVISION OF ARTS & MUSEUMS
CERTIFICATION AND STATEMENT OF ASSURANCES

The Utah Division of Arts & Museums (UA&M) is a state agency involved in public funding for arts and museums. As a public entity, it reserves the right to make final decisions on the use of public funds for projects, programs, acquisitions, commissions, or other activities deemed appropriate by the Division and/or Board. Funding from the State of Utah may not be used for anything that would be considered objectionable or obscene under Utah Code Section 32B-1-504.

UA&M reserves the right to revoke awarded public funds (current, multi-year, and/or future) as deemed necessary. The revocation of any public funds will be taken under consideration by the appropriate state board.

The applicant certifies, represents and warrants to the Utah Division of Arts & Museums that it meets all eligibility requirements set forth by the Utah Division of Arts & Museums, hereinafter referred as to as Utah Arts & Museums:

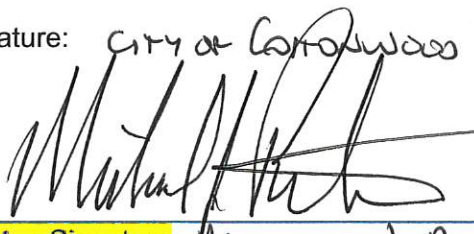
1. The information contained herein and in all attachments and supporting material is true and correct; the filing of the application has been duly authorized by the governing body of the applicant, and the undersigned has authority to execute this application on behalf of the Grantee.
2. The applicant accepts in advance any grant awarded by Utah Arts & Museums, agreeing: a) that any funds received as a result of the application will be expended solely for the described projects and programs, in accordance with Attachment A: Standard Term and Conditions for Grants; b) to such other restrictions, conditions, and changes as Utah Arts & Museums may impose, unless the applicant objects within 30 days of mailing the award letter setting forth the terms of the grant in writing.
3. The grant cannot be assigned to a different project or transferred without prior written approval of Utah Arts & Museums.
4. The financial accounts shall be subject to reporting and/or audit by appropriate agencies of the State of Utah and/or the Federal Government. The Grantee will be responsible for the safekeeping and identification of records maintained to account for funds awarded herein. Said records must be kept in the Grantee's files for a period of six years after completion of the project and submission of the final expenditure report.
5. Recipient agrees to acknowledge the Utah Division of Arts & Museums in writing and orally, including acknowledging the gift as follows:
 - a. **For Arts Organizations, Arts Education, and Individual Artist Grants:** Credit must be given to Utah Arts & Museums and the National Endowment for the Arts in brochures, verbally in public settings, in news releases, programs, publications, banners, other printed materials or internet/web page recognition. Grantees must use the Utah Arts & Museums and National Endowment for the Arts logos. Narrative or audio credit may be used as follows: "This project is supported in part by Utah Arts & Museums, with funding from the State of Utah and the National Endowment for the Arts." Failure to credit Utah Arts & Museums or the NEA can result in ineligibility for future funding. Up to date electronic versions of the logos can be found on the

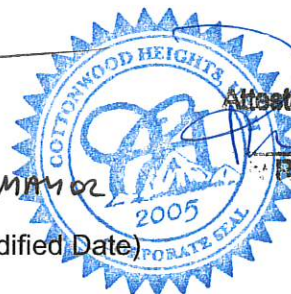
website, artsandmuseums.utah.gov. The correct UA&M logo is this one:



- b. It is recommended, but not required to send copies of programs or other printed material acknowledging Utah Arts and Museums to the grants manager, 617 East South Temple, Salt Lake City, UT 84102 or uamgrants@utah.gov.
 - c. It is acceptable to provide tickets to any non-fundraising event that has a monetary value of \$50 or less, without charge and within reason, as a way for staff and board to better review and evaluate the Grantee's organization and programs. Grantees may request site visits by the State Utah Arts & Museums staff during the year.
6. All Grantees agree to promote their events on www.nowplayingutah.com (NPU). This arts and culture calendar was created to benefit Utah's arts and cultural community and individuals interested in attending artistic and cultural events. Grantees need to post their event information to NPU in a timely manner and shall promote the NPU website among its constituents, patrons, audiences, etc. Exceptions are made for K-12 schools and organizations providing services to at-risk individuals.
 7. It is mutually agreed that all parties shall comply with Title VI of the Civil Rights Act of 1964; Fair Labor Standards under Section 5(j) of the National Foundation on the Arts and Humanities Act of 1965; Section 504 of the Rehabilitation Act of 1973; and Title IX.
 8. The Grant Period will be effective July 1, 2021-June 30, 2022. These dates will be considered the formal payment schedule. All final reports and evaluations must be returned as outlined in Attachment C.
 9. All Grantees will agree to write and submit letters of appreciation to their State Legislators. A copy of the letters must be submitted with your final evaluation report showing evidence of what this State funding did to support arts or museums in your district or the community at large.
 10. The Grantee hereby assures and certifies that it will comply with state and federal statutes, regulations, policies, guidelines, and requirements if they are a nonprofit entity and specifically, UCA §51-2a-102(6)(f) and UCA §51-2a-201.5.
 11. The Grantee hereby assures and certifies that it will comply with state statute on reporting and expenditure of public funds. These requirements are fulfilled by the completion of the Utah Arts & Museums Final Report.

Signature: City of Cottonwood Heights


Grantee Signature MICHAEL J. PETERSEN, Mayor



Attested by:

Recorder

Date of Application: 11/1/2021 11:36:32 AM (Last Modified Date)

Application #: APP-017825 (Letter of Agreement)