



**CITY COUNCIL
AGENDA ITEM APPROVAL FORM**

AGENDA ITEM INFORMATION

MEETING DATE:	OCTOBER 19, 2022
AGENDA ITEM TITLE:	RESOLUTION NO. 22-32: A RESOLUTION OF THE CITY OF TAYLORSVILLE ACCEPTING A GRANT FROM THE UTAH DEPARTMENT OF CULTURAL AND COMMUNITY ENGAGEMENT IN THE AMOUNT OF \$22,700 FOR THE PURPOSE OF PROVIDING FY23 COMMUNITY, HERITAGE, AND CULTURAL EVENT GRANT FUNDING.
PUBLIC HEARING REQUIRED:	YES: _____ NO: _____
ORDINANCE REQUIRED:	YES: _____ NO: <u> X </u>
RESOLUTION REQUIRED:	YES: <u> X </u> NO: _____
PRESENTER:	SCOTT HARRINGTON
AGENDA ITEM SUMMARY: LIMIT 150 WORDS	THE UTAH DEPARTMENT OF CULTURAL AND COMMUNITY ENGAGEMENT HAS AWARDED THE CITY A GRANT IN THE AMOUNT OF \$22,700 TO FUND COMMUNITY, HERITAGE, AND CULTURAL EVENTS FOR FISCAL YEAR 2023. THIS RESOLUTION FORMALLY ACCEPTS THE GRANT IN COMPLIANCE WITH TAYLORSVILLE MUNICIPAL CODE § 2.32.180.
ATTACHMENTS:	Exhibit "A" – State of Utah Contract Agreement

TAYLORSVILLE, UTAH
RESOLUTION NO. 22-32

**A RESOLUTION OF THE CITY OF TAYLORSVILLE ACCEPTING A GRANT FROM
THE UTAH DEPARTMENT OF CULTURAL AND COMMUNITY ENGAGEMENT IN
THE AMOUNT OF \$22,700 FOR THE PURPOSE OF PROVIDING FY23
COMMUNITY, HERITAGE, AND CULTURAL EVENT GRANT FUNDING.**

WHEREAS, the Taylorsville City Council (the “Council”) met in regular session on October 19, 2022, to consider, among other things, accepting a grant from the Utah Department of Cultural and Community Engagement in the amount of \$22,700 for the purpose of providing FY23 community, heritage, and cultural event grant funding; and

WHEREAS, TAYLORSVILLE MUNICIPAL CODE § 2.32.180 provides that any grant that anticipates or proposes to bind the City to a particular project or contract shall be submitted to the Council for approval prior to accepting the grant; and

WHEREAS, the City has received notice from the Utah Department of Cultural and Community Engagement that it has awarded the City a grant in the amount of \$22,700; and

WHEREAS, the purpose for the grant is to provide funds for community, heritage, and cultural events for fiscal year 2023; 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 accept this grant from the Utah Department of Cultural and Community Engagement.

NOW, THEREFORE, BE IT RESOLVED that the Taylorsville City Council hereby accepts the \$22,700 grant for the above-stated purpose and directs the City Administrator to include this amount in the 2022-2023 Mid-Year or Year-End Budget Adjustments, increasing both revenue and corresponding expenditure lines.

This Resolution, assigned Resolution No. 22-32, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Taylorsville, Utah this _____ day of _____, 2022.

TAYLORSVILLE CITY COUNCIL

By: _____
Council Chair

SEAL:

VOTING:

Ernest Burgess	___	Yea	___	Nay
Curt Cochran	___	Yea	___	Nay
Bob Knudsen	___	Yea	___	Nay
Meredith Harker	___	Yea	___	Nay
Anna Barbieri	___	Yea	___	Nay

PRESENTED to the Mayor of the City of Taylorsville for approval this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

Mayor Kristie S. Overson

ATTEST:

Jamie Brooks, City Recorder

DEPOSITED in the office of the City Recorder this ____ day of _____, 2022.

RECORDED this ____ day of _____, 2022.



Contract #
230892

STATE OF UTAH CONTRACT AGREEMENT

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah:
Department Name: **Utah Department of Cultural & Community Engagement (CCE)** Agency Code: 710, referred to as **STATE**, and the following GRANTEE:

Taylorsville City

NAME

2600 W Taylorsville Blvd

ADDRESS

Taylorsville

CITY

UT

STATE

84129

ZIP

LEGAL STATUS OF CONTRACTOR

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

Contact Person: Jennifer Andrus

Phone # (801) 955-2000

Email: jandrus@taylorsvilleut.gov

Vendor # 57321D

Commodity Code # 999999

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide: **FY23 Community, Heritage & Cultural Event Grant Funding**
3. **CONTRACT PERIOD:** Effective Date: 7/1/2022 Termination Date: 6/30/2023 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.
4. **GRANT COSTS:** GRANTEE will be paid a maximum of \$22700 for costs authorized by this contract. Funding amount is subject to change based upon the actions of the Utah State Legislature.
5. **ATTACHMENT A:** State of Utah Standard Terms and Condition
ATTACHMENT B: Scope of Work
ATTACHMENT C: Payment Schedule
ATTACHMENT D: Certification
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
6. **DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED:**
All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this grant.

GRANTEE

Jennifer Andrus

10/6/2022

Grantee's signature

Date

Jennifer Andrus, Executive Assistant

Type of Print Name and Title

N/A Gant

Director, Division of Purchasing

PROCESSED BY FINANCE

Director, Division of Finance

Tenielle Humphreys

10/10/2022

Agency's signature

Date

Tenielle Humphreys

Agency Contact Person

801-641-2856

Telephone Number

Fax Number

tenielleyoung@utah.gov

Email

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 Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
 - 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 the State. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State. 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:** All grant applications were reviewed following a conflict of interest policy that was reviewed by the Utah Arts & Museums Boards. Grant application reviews are also subject to the Department of Utah Public Officers' and 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 that this Contract and invoices will be 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. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.
 - a. **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: October, 2020)

STATE OF UTAH
Community, Heritage & Cultural Events Grant Funding
Contract Attachments B and C

Organization: Taylorsville City

Attachment B: Scope of Work

Last fall, Taylorsville City celebrated the grand opening of our new Centennial Plaza that connects City Hall and the Mid-Valley Performing Arts Center into one community-centric space. This beautiful plaza features landscaping, arbors, a pavilion, lighted walking paths, outdoor art pedestals, a stage and natural amphitheater. We are so pleased with how this space turned out and look forward to using it as a community events gathering place and arts space for many years to come.

Taylorsville City agrees to abide by and report on what was described in the grant application. Any changes (not detailed in the application) to the event need to be submitted in writing to the Department of Cultural and Community Engagement before the event. Failure to use award money for what was specified in the application may result in the return of the grant award.

Attachment C: Payment Schedule (July 1, 2022 – June 30, 2023)

Pending availability of state funds **, Taylorsville City will receive **\$22700** in one payment upon receipt of the finalized contract from the Utah State Division of Finance.

A Final Report must be submitted at the completion of the event, but not later than **July 15, 2023**. Reports will be submitted through the Community Grants Portal.

****Funding amount is subject to change based upon actions of the Utah State Legislature****

ATTACHMENT D: Certification

The Grantee hereby assures and certifies that it will comply with state and federal statutes, regulations, policies, guidelines, and requirements for a non-profit entity. Specifically, UCA 51-2a-102(6)(f) and 51-2a-201.5 require a nonprofit organization (NGO) to disclose annually, whether the NGO received a minimum of \$25,000 in combined federal pass-through, state, and local money in both the previous year and the current fiscal year, to the State Agency which provided state or federal pass-through money. Additional reporting is required by law to the State Auditor and will vary, depending on the amount of total federal, state and local funding received from all sources during an NGO's fiscal year.

The type of report required to the State Auditor is based on the following thresholds: more than \$25,000 but less than \$100,000 requires a fiscal report to the Auditor, more than \$100,000 but less than \$350,000 requires a compilation of its accounts by an independent CPA, more than \$350,000 but less than \$1,000,000 requires a review of its accounts by an independent CPA, more than \$1,000,000 requires an audit by an independent CPA. Definitions of each of these reports are found in UCA 51-2a-102.

JA I certify that **Taylorsville City** is either a governmental entity or a for-profit entity and is therefore exempt from this Certification.

A stylized signature of Jennifer Andrus in cursive script, preceded by a small circular icon containing the letter 'C'.

Signature

10/6/2022

Date