

Salt Lake County Housing Trust Fund



REQUEST OR APPLICATION (RFA)

Coronavirus State and Local Fiscal Recovery Fund (SLFRF) for Affordable Housing

RFA No. HTF2023FRF1 **AMENDED March 6, 2023**

RFA Issue Date: February 6, 2023

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SECTION 1. INTRODUCTION AND PURPOSE

The Salt Lake County Housing Trust Fund (HTF) supports the health, safety, and welfare of Salt Lake County residents by providing financial assistance to preserve and increase affordable and special needs housing within the county.

The Salt Lake County Office of Regional Development (“County”) wants to invest in solutions that bring 1,200 combined units of preserved, constructed, or assisted affordable housing units into the development pipeline by the end of 2026.

Through American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery Fund (SLFRF) federal appropriation, the Salt Lake County Housing Trust Fund has approximately \$20 million to make this investment and assist qualifying households who have been impacted by the COVID-19 pandemic. This competitive Request for Applications (“RFA”) seeks applications from development organizations and municipalities (“Applicant”) to reach our goal.

SECTION 2. PROGRAM GENERAL REQUIREMENTS

To be considered eligible, projects seeking funding through this SLC Housing Trust Fund ARPA program must meet the following requirements:

1. Be located wholly within Salt Lake County.
2. Provide long-term permanent housing units for low- and/or moderate-income households.
3. Aid in achieving the stated program goal to bring 1,200 units of preserved, constructed and/or assisted affordable housing units into the development pipeline by December 31, 2026.
4. Comply with ARPA Requirements.
5. Demonstrate the ability to obligate and expend awarded funds by the stated deadlines.
6. Effectively leverage County ARPA funding.
7. Be in good standing if the applicant or the project previously received funding from the SLCo Housing Trust Fund, Salt Lake County, the Office of Regional Development, or the SLCo Division of Housing & Community Development.

Applicants are advised that the County is not bound by the terms of the RFA until a written agreement is fully executed and any activity taken on by the Applicant prior to full execution of a written agreement is done at the Applicant’s sole risk.

SECTION 3. ELIGIBLE PROJECT TYPES

Projects seeking funding through this SLC Housing Trust Fund ARPA program must be one of the eligible project types listed below.

Option 1: Projects Aligned with Federal Housing Programs. Projects that are eligible to be funded under any of the following federal housing programs are eligible for the SLCo Housing Trust Fund ARPA program:

1. [National Housing Trust Fund](#)

2. [HOME Investment Partnerships Program](#)
3. [Low-Income Housing Tax Credit \(LIHTC\)](#)
4. [Public Housing Capital Fund](#)
5. [Section 202 Supportive Housing for the Elderly Program](#)
6. [Section 811 Supportive Housing for Persons with Disabilities](#)
7. [Project Based Vouchers - Rental Assistance](#)
8. [Multi-Family Preservation and Revitalization Program](#)

Option 2: Naturally Occurring Affordable Housing (NOAH). Projects that focus on the acquisition and/or rehabilitation of naturally occurring affordable housing units which are defined as unsubsidized housing with market rents that are affordable to households earning up to 65% of the AMI. Eligible projects must provide for a period of affordability, imposed through covenant or other enforceable legal mechanism, of not less than 20 years.

Option 3: Market Rate Housing Project with a 10% affordable set aside. Projects that are made up of primarily market rate housing units where a minimum of 10% of the units will be dedicated to <80% AMI households. Eligible projects must provide for a period of affordability, imposed through covenant or other enforceable legal mechanism, of not less than 20 years.

For all project types awarded funding, grant contracts and/or loan agreements will require the project or units adhere to all applicable local codes and comply, at a minimum, with the applicable federal or county program requirements related to:

- Resident income restrictions;
- Maximum rent limits;
- Period of affordability and related covenant requirements for assisted units;
- Tenant protections; and
- Housing quality standards.

“Affordable” means households do not spend more than 30% of their income on housing (rent + utilities).

SECTION 4. ELIGIBLE BENEFICIARIES/POPULATIONS

Based on U.S. Treasury guidance, affordable housing projects funded with SLFRF programs must be responsive and proportional to the negative economic impacts of the COVID-19 pandemic.

Option 1: Households served by the Federal Housing Programs set forth in the Eligible Project Types section.

Option 2: Households with an annual income at or below 65% area median income are presumptively eligible populations for this funding.

Option 3*: Households with an annual income at or below 80% area median income are eligible populations due to current and persisting housing conditions.

*Kem Gardner Policy Institute Research, <https://gardner.utah.edu/economics-and-public-policy/real-estate-and-construction/>

Household/ Family Size*	1	2	3	4	5
65% AMI for SLCo	\$46,605	\$53,300	\$59,930	\$66,560	\$71,890
80% AMI for SLCo	\$57,350	\$65,550	\$73,750	\$81,900	\$88,500

*Area median income (AMI), as published by the HUD Office of Policy Development & Research, <https://www.huduser.gov/portal/datasets/il.html>

Rental Income Limits						
Unit Type	30% AMI	50% AMI	60% AMI	65% AMI	80% AMI	FMR
Micro Unit	\$537	\$896	\$1,075	\$1,165	\$1,434	\$924
Studio	\$537	\$896	\$1,075	\$1,165	\$1,434	\$924
1 BR	\$614	\$1,023	\$1,228	\$1,332	\$1,638	\$1,112
2 BR	\$691	\$1,152	\$1,383	\$1,498	\$1,844	\$1,327
3 BR	\$768	\$1,280	\$1,536	\$1,664	\$2,048	\$1,843

*Rent income limits (based on 2022 AMI income limits, as published by Novogradac <https://www.novoco.com/resource-centers/affordable-housing-tax-credits/rent-income-limit-calculator>

SECTION 5. ELIGIBLE USES OF FUNDS

Salt Lake County has further restricted eligible uses of funds for the Housing Trust Fund beyond the U.S. Treasury restrictions. Funds can be used for expenditures related to increasing long-term housing security, including:

1. Real property acquisition
2. Site improvements, including demolition
3. Development hard costs
4. Rehabilitation and adaptive reuse

The following costs/fees/expenditures are not eligible uses of Housing Trust Fund awards:

1. Soft costs
2. Developer fees
3. Overhead and indirect costs
4. Debt service payments
5. Deposits into reserve accounts
6. Supplanting existing funds

Funds may be used as part of the financing for a mixed-income housing project if the total financing made up of the SLFRF funds does not exceed the total development costs attributable to affordable housing units for the affordable period.

All expenditures must comply with the United States Treasury Interim and Final Rule for State and Local Fiscal Recovery Funds.

SECTION 6. ELIGIBLE FORMS OF ASSISTANCE

Funding may be provided in the form of a loan and/or a grant. Regardless of the form of assistance, grant or loan, the eligible amount will be based on the following:

Unit Type	Grant/Loan Max per affordable unit
Micro unit	\$4,200.00
Studio	\$6,780.00
1 BR	\$15,072.00
2 BR	\$28,080.00
3+ BR	\$36,960.00

Option 1. Grant Award

Amount	Based on the number and mix of affordable unit types (see table above) and on the development costs attributable to the affordable units (for mixed-income developments).
Security	Grant Agreement and Deed Restriction on maximum rents and tenant eligibility standards for not less than 20 years from the time of occupancy
Obligated by	December 31, 2024
Spent by	December 31, 2026

Option 2. Loan

Loan amount	Based on the number and mix of affordable unit types (see table above) and on the development costs attributable to the affordable units (for mixed-income developments).
Interest rate	Prime with .5% discount for each declared/pledged bonus criteria: <ul style="list-style-type: none"> • Project serves priority population(s) • Project is shovel-ready • Project includes a mix of affordable unit types • More than 10% of the units in the project are affordable units
Terms	Minimum of 20 years (required by ARPA)
Security	Loans must be secured.

Security assurances	Loan Agreement; Promissory Note; Trust Deed; Deed Restriction on maximum rents and tenant eligibility standards for not less than 20 years from the time of occupancy.
Equity contribution	Minimum of 10%
Payment	Negotiable to accommodate the financing needs of the development.
Fees	Late payment fee: 5% late fee of the amount past due after 10-day grace period.
Closing costs	Borrower is responsible for the expense of document preparation and closing costs.

SECTION 7. ARPA REQUIREMENTS

Salt Lake County received federal funds under section 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act (Public Law 117-2) (March 11, 2021) (“ARPA”) (“Federal Award”) to provide funding to combat and address the effects of the novel Coronavirus Disease 2019 (“COVID-19”) within Salt Lake County. The County is distributing ARPA Fiscal Recovery Fund (“FRF”) grants and/or loans to provide the services outlined in this Request for Application (“RFA”).

The Federal Award Identification number is SLFRP2642; the federal award date was June 7, 2021; the CFCA number is 21.027. Grant and/or loan award funds must be formally obligated on or before December 31, 2024 and fully expended on or before December 31, 2026.

It is the responsibility of the applicant to ensure projects receiving funding comply with the requirements of ARPA as set forth in:

- [Coronavirus State and Local Fiscal Recovery Funds Final Rule](#)
- [American Rescue Plan-Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule](#)
- [Coronavirus State & Local Fiscal Recovery Funds Final Rule FAQs](#)
- [Affordable Housing How-To Guide: How to use SLFRF for Affordable Housing](#)
- [SLFRF Recipient Compliance and Reporting Responsibilities](#)
- [SLFRF Compliance and Reporting Guidance](#)

Although many project types are allowable under the Coronavirus State and Local Fiscal Recovery Fund, this RFA is only considering projects that fall under the affordable housing project type outlined in the final rule. Please review the resources listed above for more information.

SECTION 8. ADDITIONAL FUNDING REQUIREMENTS

The amount of funds will be awarded based on the program application, evaluation criteria, and funding availability.

Any contract and/or agreement resulting from this solicitation will become effective on the date of execution with a requirement that grant award funds are formally obligated on or before December 31, 2024 and fully expended on or before December 31, 2026.

Funding may be distributed on a cost-reimbursement basis. 10% of awarded funds will be held-back until project completion to ensure compliance with program requirements and ARPA regulations.

Eligible projects must provide for a period of affordability of maximum rent and tenant income eligibility standards, imposed through covenant or other enforceable legal mechanism, of not less than 20 years.

All awarded funds that are unobligated on December 31, 2024 shall be returned to Salt Lake County by January 15, 2025.

Salt Lake County may elect to terminate any grant or loan for non-compliance or funding availability.

SECTION 9. APPLICATION PROCESS AND SCHEDULE

Activity	Date
Pre-Application Webinar	<i>Thursday, February 16, 2023</i>
Letter of Intent (Required)	<i>Thursday, February 23, 2023</i>
Final day to submit questions	<i>Thursday, March 2, 2023</i>
Application Submission Deadline – late applications will not be accepted	<i>Wednesday, March 15, 2023</i>
HTF Advisory Board meeting, Applicant Presentations, and Funding Recommendations	<i>Thursday, April 13, 2023</i>
County Council Meeting & Notice to Applicants of Grant Award Recommendation	<i>Tuesday, April 25, 2023</i>

Section 9.1 Pre-Application Webinar

Interested applicants are invited to attend a pre-application conference to discuss project and applicant eligibility and to ask questions about this RFA. The pre-application conference will be held on **Thursday, February 16, 2023, from 8:30 to 10:30 am (MST)**.

The pre-application conference is for informational purposes only. If the RFA needs to be modified or clarified, a written addendum will be issued.

The pre-application conference will be held via WebEx only and requires pre-registration.

To register to attend the pre-application webinar, please use the link below. Please make sure that you use your business/organizational information when registering as this information is subject to the Utah Government Records Access and Management Act (GRAMA) regulations.

[Pre-Application Webinar Registration](#)

Section 9.2 Letter of Intent

A Letter of Intent (LOI) per project proposal is required as part of the application process. Failure to submit a Letter of Intent by **Thursday, February 23, 2023, at 11:00 pm (MST)** will result in disqualification. Link to the LOI form is found here, [Letter of Intent](#).

The LOI form requires information including, but not limited to, primary contact information for the organization, a description of the organization, project name, number of affordable units preserved or created, project description, anticipated funding amount being requested, the funding type being requested (grant and/or loan), and a brief statement of the other funding sources committed or pledged to the project.

Section 9.3 Submitting a Question

Applicants are encouraged to submit their questions in writing before the pre-application conference through the question form, [RFA Questions from Prospective Applicants](#). The last day to submit questions is **Thursday, March 2, 2023, at 11:00 pm (MST)**.

Section 9.4 Application Submission Requirements

IMPORTANT: Prior to filling out the online Application Coversheet Form, complete and compile the following documents, which will need to be attached to the Application Coversheet Form.

Applications are due no later than **Wednesday, March 15, 2023, at 11:00 pm (MST)**. Late applications will not be accepted. The Application Coversheet Form, other forms, and the Application Checklist form are available at, [ARPA Request For Applications Website](#)

1. Forms provided by Salt Lake County:
 - a. Letter of Intent Form (Appendix A)
 - b. Application Coversheet Form (Appendix B)
 - c. Application Narrative (Appendix C)
 - d. Budget and Pro-Forma (Appendix D)
 - e. Marketing, Outreach, and/or Service Plan Form (Appendix E)
 - f. Completed Affordable Housing Projects Form (Appendix F)
 - g. Environmental Compliance Practices, Vendor Compliance Statement, and Non-Debarment Certification (Appendix G)
 - h. Business Confidentiality Request Form, if applicable (Appendix H)
 - i. Exception to Contract Request/Remedy Form, if applicable (Appendix I)
2. Additional documents to be attached to the Application Coversheet Form:
 - a. Verification of site control.
 - b. Letters of commitment for outreach/marketing and/or support services if provided by a third party.
 - c. Complete sources and uses statement with accompanying commitment letters from funding sources.
 - d. Project Schedule, including site acquisition, design, permitting, financing commitments, construction start and completion dates, zoning changes, and marketing & outreach. Indicate which steps are complete.

- e. Project Pro Forma for the Affordability Period (20 years)
- f. Site location and map or survey
- g. Site plan, floor plans, and elevations, if available
- h. Appraisal, if available
- i. Environmental Phase I Report, if available
- j. Letter of support from the city/township/town in which the project is located. The letter must indicate how the project supports the jurisdiction’s [Municipal Moderate Income Housing Plans](#).
- k. Certificate of Insurance meeting the requirements found in the Terms & Conditions.
- ~~l. Examples of other affordable housing projects completed in the last 7 years within Salt Lake County or the State of Utah; Include project name, address, AMI served, # of affordable units funded, list of funding sources, total cost of project.~~
- m. Business license or Articles of Incorporation (if applicable).
- n. 501(c)(3) Determination Letter (if applicable).

Separate applications are required for each project.

Applicants bear the cost of preparing and submitting the application.

Failure to comply with any part of the RFA will result in disqualification of the application.

Do not include additional information or documents such as personal cover sheets, table of contents, pamphlets, marketing or public relations information, addenda, etc.

An application checklist is provided for [Application Checklist](#)

SECTION 10. APPLICATION EVALUATION AND SCORING CRITERIA

Applications will be evaluated, scored, and ranked by the SLCo Housing Trust Fund Advisory Board based on the following criteria:

Application Eligibility Screening	Staff Check
Letter of Intent submitted by the deadline	<input type="checkbox"/>
Application submitted by the deadline	<input type="checkbox"/>
Application complete, with required materials as specified in Section 9.4	<input type="checkbox"/>
Project is located wholly within Salt Lake County	<input type="checkbox"/>
Eligible project type <ul style="list-style-type: none"> <input type="checkbox"/> Option 1: Project aligned with federal housing programs <input type="checkbox"/> Option 2: Naturally occurring affordable housing (NOAH) <input type="checkbox"/> Option 3: Market rate housing with a 10% affordable set-aside 	<input type="checkbox"/>
Eligible populations/beneficiaries <ul style="list-style-type: none"> <input type="checkbox"/> Option 1: Households served by the eligible federal housing programs 	<input type="checkbox"/>

<input type="checkbox"/> Option 2: Households with annual income at or below 65% AMI <input type="checkbox"/> Option 3: Households with annual income at or below 80% AMI	
Eligible use of funds <input type="checkbox"/> Real property acquisition <input type="checkbox"/> Site improvements, including demolition <input type="checkbox"/> Development hard costs <input type="checkbox"/> Rehabilitation and adaptive reuse <input type="checkbox"/> Other use eligible under Treasury guidelines and not restricted by this RFA	<input type="checkbox"/>
Applicant agrees to comply with: <input type="checkbox"/> SLCo’s Environmental Compliance Practices, Vendor Compliance Statement, and Non-Debarment Certification	<input type="checkbox"/>
Assessment of Risk to SLCo <i>Rated as green (low risk), yellow (moderate risk), and red (high risk) or NA (not applicable)</i>	Staff Check
Risk of funds not being obligated and/or spent by the ARPA deadline	
Risk of proposed use of funds being challenged by the U.S. Treasury	
For loans, risk of funds not being repaid to SLCo	
Application Scoring Criteria	Advisory Board Score
Project Narrative – 20 points	
<i>Scoring criteria</i> 1. How detailed and complete is the project summary? 2. Is the project reasonable and well thought out?	/ 20
Comments:	
Contribution to HTF Affordable Housing Goal – 25 points	
<i>Scoring criteria</i> 1. How many affordable units will be preserved or created? 2. How many affordable units are net new? 3. Does the project support the local Moderate Income Housing Plan?	/ 25
Comments:	
Population(s) Served – 20 points	
<i>Scoring Criteria</i> 1. What is the percentage breakdown of eligible populations by AMI? 2. Does the project serve a mix of eligible populations?	/ 20
Comments:	
Budget and Project Schedule– 25 points	
<i>Scoring Criteria</i> 1. What percentage of funding is being sought in relation to the total project cost? 2. Does the project schedule support the applicant’s ability to obligate and spend the funds by the ARPA deadlines? 3. Is applicant making an equity investment? How much?	/ 25

4. Are the proposed costs eligible for ARPA funding?	
Comments:	
Partnerships and Local Support – 5 points	
<i>Scoring Criteria</i> 1. Does the application include a letter of support from the local jurisdiction where the project is located? 2. Does the application indicate adequate knowledge of methods to attract and provide services to eligible populations?	/ 5
Comments:	
Access to Opportunity – 5 points	
<i>Scoring Criteria</i> 1. Is the project in a high-opportunity area as measured by a score of 21 or greater on the SLCo Access to Opportunity Map ? 2. Is the project within ¼ mile of a core transit station? 3. Is the project within ¼ mile of employment opportunities?	/ 5
Comments:	
TOTAL SCORE	/ 100
Bonus scoring – Up to 8 points	Advisory Board score
Project primarily serves one or more of the following priority populations: <ul style="list-style-type: none"> • People aged 65 and older Elderly Person(s) aged 62 years of age or more • People with mental and/or physical disabilities • Veterans <i>Scoring: 0 = no units dedicated to priority populations, 1 = some units, or 2 = all units</i>	/ 2
Project is shovel-ready. “Shovel-ready” means all approval permits for the project are in place at the time the funding application is scored. <i>Scoring: 0 = no project permits are approved, 1 = some project permits are approved, 2 = all project permits are approved</i>	/ 2
Project includes a mix of affordable unit types to support a variety of households. <i>Scoring: 0 = no units are multi-bedroom, 1 = some units, or 2 = all units</i>	/ 2
More than 10% of units are dedicated as affordable housing units. <i>Scoring: 0 = 10% or less are affordable, 1 = > 10% and less than 20%, and 2 = >20%</i>	/ 2
TOTAL SCORE + Applicable BONUS Points	/ 108

SECTION 11. WRITTEN AGREEMENT REQUIRED

The selected Applicant must agree to all requirements in the RFA unless an exemption is stated in the application. **IF YOU WISH TO ALTER THE RFA INCLUDING EXHIBITS, ATTACHMENTS, AND ADDENDA AND/OR ANY OF THE TERMS OF THE EXAMPLE STANDARD AGREEMENT THE EXCEPTION MUST BE SPECIFICALLY IDENTIFIED IN YOUR APPLICATION WITH REASONABLE ALTERNATIVES PRESENTED. APPLICANT UNDERSTANDS THAT DEVIATIONS FROM THE STANDARD FORM AGREEMENTS ARE MADE AT THE COUNTY’S DISCRETION.** Applicants are

advised that County is not bound by the terms of the RFA until a written agreement is fully executed and any activity taken by Applicant prior to a written agreement being fully executed is done at the Applicant's sole risk.

The selected Applicant must also be willing to enter into a written agreement with County and agree to all the terms set forth in the State and Local Fiscal Recovery Fund Subaward Agreement attached to this RFA as Appendix J. If requesting any modifications to the State and Local Fiscal Recovery Fund Subaward Agreement, submit with your application using Appendix I.

SECTION 12. NOTICE TO APPLICANTS

By submitting an application to this RFA, Applicant understands and agrees to the following:

- A. RFA Cancellation: This RFA may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of County. This includes cancellation of the RFA after an award has been made, but prior to the execution of a written contract. Applicant is not entitled to recover any costs related to the preparation of the application due to cancellation of the RFA or withdrawal of an award prior to the execution of a written agreement.
- B. Grant/Loan Amount: All grant/loan amount requests and awards are to remain firm from the RFA closing date until the contract document is executed, unless a different period is stated in County's RFA. Any application that does not offer to remain firm for the required period may be considered to be non-responsive.
- C. Costs: Applicants bears all costs and expenses related to this RFA including, but not limited to, preparation and delivery of the application, attending the pre-application conference, and attending an interview.
- D. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between County and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: <https://corporations.utah.gov>.
- E. Changes or Modifications: County will make any changes or modification to the RFA by written addendum. Applicants submitting an application based on any information other than that contained in County's RFA and any addenda, do so at their own risk.
- F. Receiving Applications: Applications will be submitted via a SmartSheets form (Application Coversheet Form) with multiple required attachments and will be reviewed

after the closing date and time. If only one application is received in response to this RFA, County may recommend an award of a contract to the single Applicant if the conditions cited above are met. Alternatively, County may re-solicit for the purpose of obtaining additional applications.

- G. Rejection of Applications: Any application containing significant deviations from the specifications of the RFA shall be considered non-responsive and may be rejected in whole or in part.

- H. Protests: Pursuant to Salt Lake County Code of Ordinances § 3.25.080, a protest in regard to the RFA document shall be submitted in writing to the Program Administrator within seven (7) business days after notification of the award is posted to the county's website or delivered to the applicants. An appeal may be amended and/or supplemented during the seven calendar days after notification of the award is posted but shall not amend and/or supplement its appeal after the expiration of that time period. An aggrieved applicant may file only one (1) appeal after the closing date for applications. Appeal letters should specifically and completely state the facts that constitute the error in the applications process or the award and the desired remedy.

- I. Free and Competitive Selection: Any agreement or collusion among prospective Applicants to fix a price or limit competition shall render the application void, and such conduct is unlawful and subject to criminal sanction. Each Applicant shall certify that no one in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by County Purchasing Ordinances or applicable law.

- J. Reasonable Accommodations: Reasonable accommodations for qualified individuals to attend meetings may be provided upon receipt of a request with two (2) working days' notice. Please contact Josh Narvaez, Program Administrator, at 385-622-2143. TTY users may call 711.

- K. Environmentally Responsible Procurement Practices: County has implemented environmentally responsible procurement practices. Please refer to Appendix G: Environmental Compliance Practices, Vendor Compliance Statement, and Non-Debarment Certification.

- L. Government Records Access and Management Act (GRAMA)
County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to County a record that the person believes merits

protection under subsection 63G-2-305(1) or (2) must submit with their application all of the following: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality, and (3) a separate copy of the application with the information requested to be protected redacted

Failure to comply with any of the three requirements for a claim of business confidentiality waives the request for protected record. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. For your convenience, County has provided a Business Confidentiality Request Form which is attached to this RFA as Appendix H. **All documents submitted in response to this RFA will be treated as public records in accordance with GRAMA, unless a claim of business confidentiality has been properly made and approved by County. All proposed costs/pricing/fees submitted to the county are public records. An entire application cannot be identified as “PROTECTED,” “CONFIDENTIAL,” or “PROPRIETARY” and may be considered non-responsive if marked as such.**

M. Notice to Retirees of Utah Retirement Systems (“URS”)

County is a URS “participating employer.” Entering into an agreement with County may affect a URS retiree’s retirement benefits including, but not limited to, cancellation of the retiree’s “retirement allowance” due to “reemployment” with a “participating employer” pursuant to Utah Code Ann. § 49-11-504 to -505. In addition, Contractor is required to immediately notify County if a retiree of URS is the contractor; or an owner, operator, or principal of the contractor. Contractor shall refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

N. Employee Status Verification System

Applicant shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code Ann. § 63G-12-302. 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. Applicant is individually responsible for verifying the employment status of only new employees who work under Applicant’s supervision or direction and not those who work for another Applicant or subcontractor, except each Applicant or subcontractor who works under or for another Applicant shall certify to the main Applicant by affidavit that the Applicant or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Applicant or subcontractor. The Applicant shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Applicant’s failure to so comply may result in the immediate termination of its contract with County.

O. Ethical Standards

Applicant represents that it has not: (a) provided an illegal gift 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 Code of Ordinances § 2.07; 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.

P. Campaign Contributions

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by Applicants to County candidates. Salt Lake County Code of Ordinances § 2.72A. Applicant acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Applicant further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

Q. Copyrighted Material Waiver

In the event that the application contains copyrighted or trademarked materials, by submitting its application the Applicant grants the County the right to use, reproduce, and publish the copyrighted or trademark materials in any manner the County deems necessary for conducting County business and for allowing public access to the responses under GRAMA or otherwise, including but limited to photocopying, County Intranet/Internet postings, broadcast faxing, and direct mailing.

If the application contains materials whose copyright or trademark is held by a third party, it is the Applicant's sole responsibility to obtain permission from that third party for the County to reproduce and publish the information.

By submitting its application, the Applicant certifies that it owns or has obtained all necessary approvals for the reproduction or distribution of the contents of the application and agrees to indemnify, protect, save and hold the County, its representatives and employees harmless from any and all claims arising from all intellectual property claims related or connected to the application and agrees to pay all legal fees incurred by the County in the defense of any such action.

R. Restrictions on Communications

From the issue date of this request for application until an Applicant is selected and the selection is announced, Applicants are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the Program Administrator overseeing this procurement. Failure to comply with this requirement may result in disqualification.

SECTION 13. INSURANCE REQUIREMENTS

Insurance will be required per the amounts listed below. Please refer to the attached sample agreement for information concerning insurance requirements.

A. Workers' compensation and employer's liability insurance as required by the State of Utah.

B. Commercial general liability insurance in the minimum amount of \$2,000,000 per occurrence with a \$3,000,000 general policy aggregate and a \$2,000,000 products completed operations policy aggregate.

C. Professional liability insurance in the minimum amount of \$2,000,000 per occurrence with a \$3,000,000 annual policy aggregate limit.

D. Commercial automobile liability insurance that provides coverage in the minimum amount of \$1,000,000 per person, \$2,000,000 per accident, \$500,000 per occurrence for property damage, or a single combined limit of \$2,000,000.

APPENDIX A – LETTER OF INTENT FORM

APPENDIX B – APPLICATION COVERSHEET FORM

APPENDIX C – PROJECT NARRATIVE FORM

APPENDIX D – PROJECT BUDGET AND PRO-FORMA

APPENDIX E – MARKETING OUTREACH AND/OR SERVICE PLAN FORM

APPENDIX F – COMPLETED AFFORDABLE HOUSING PROJECTS FORM

APPENDIX G – ENVIRONMENTAL COMPLIANCE PRACTICES VENDOR
COMPLIANCE STATEMENT AND NON-DEBARMENT CERTIFICATION

APPENDIX H – BUSINESS CONFIDENTIALITY REQUEST FORM

APPENDIX I – REQUEST FOR EXCEPTION/MODIFICATION TO RFA OR
CONTRACT FORM

APPENDIX J – STATE AND LOCAL FISCAL RECOVERY FUND SUBAWARD
AGREEMENT

APPENDIX K – DEED OF TRUST

APPENDIX L – DEED RESTRICTION

APPENDIX M – PROMISSORY NOTE

APPENDIX C: PROJECT NARRATIVE

General Project Information

1. Project name: Click or tap here to enter text.
2. Project site address: Click or tap here to enter text.
3. Applicant/Organization: Click or tap here to enter text.
4. Applicant’s address (include city, state, and ZIP): Click or tap here to enter text.
5. Federal Employee Identification Number (EIN): Click or tap here to enter text.
6. Do you agree to get a Unique Entity ID through sam.gov if project is awarded RFA funding? Yes No
7. Name of contact person: Click or tap here to enter text.
8. Phone number: Click or tap here to enter text.
9. Email: Click or tap here to enter text.
10. Project start date: Click or tap to enter a date.
11. Anticipated completion date: Click or tap to enter a date.
12. Total square feet of the project: Click or tap here to enter text.
13. Total number of units: Click or tap here to enter text.
14. Total number of affordable units in project: Click or tap here to enter text.
15. Percent of affordable units in the project: Click or tap here to enter text.
16. Provide a breakdown of the number of units and monthly rents that will be provided at various AMI levels:

Unit Type	Total Number of Units in Project	Number of Affordable Units (sum for all AMI %)	Detail on AMI Level(s) Served by the Affordable Units		
			AMI %	Number of Units at the AMI %	Maximum Rent
Micro	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Studio	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
1-Bedroom	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2-Bedroom	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3+ Bedroom	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

17. How does the project support the local jurisdiction’s Moderate Income Housing Plan?

Click or tap here to enter text.

18. If the project is targeting one or more priority populations (65 and older, people with mental and/or physical disabilities, veterans), please provide that information.

Click or tap here to enter text.

19. Which approval permits have been secured to date? Which approval permits are still needed?

Click or tap here to enter text.

Project Summary

20. Project site address: Click or tap here to enter text.

21. Current Property Owner: Click or tap here to enter text.

22. Status of Site Control: Click or tap here to enter text.

23. [SLCo County Council District](#): Click or tap here to enter text.

24. Parcel number(s): Click or tap here to enter text.

25. Acreage: Click or tap here to enter text.

26. Zoning: Click or tap here to enter text.

27. Is a zoning change required? Yes No

If a zoning change is required, describe where you are in the process of changing zoning.

Click or tap here to enter text.

28. Provide a detailed description of the project, including information on exterior materials, unit finishes, and common spaces and amenities. Include how your project will be accessible.

Click or tap here to enter text.

29. Explain why you believe the project meets the allowable uses of SLFRF (ARPA) funds as described in the [Treasury’s Final Rule](#).

Click or tap here to enter text.

30. Add any additional relevant project details.

Click or tap here to enter text.

Project Financial Information

31. Total amount requested as a grant:

Click or tap here to enter text.

32. Total amount requested as a loan:

Click or tap here to enter text.

Unit Type	Number of units	Grant amount requested	Loan amount requested	Max allowed per affordable unit
Micro Unit	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	\$4,200.00
Studio	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	\$6,780.00
1-Bedroom	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	\$15,072.00
2-Bedroom	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	\$28,080.00
3+ Bedroom	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	\$36,960.00
Total	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	

33. If applying for a loan, describe the payment terms requested to accommodate the project’s financing needs.

Click or tap here to enter text.

34. What percentage of funding is being sought in relation to the total project cost?

Click or tap here to enter text.

35. How do you intend to use funds provided by the SLCo Housing Trust Fund?

Click or tap here to enter text.

36. What alternative funding sources does the project have access to if rental income, grants, or loan funding are reduced or lost?

Click or tap here to enter text.

37. How will the project be accomplished if the SLCo Housing Trust Fund is unable to fund this request?

Click or tap here to enter text.

38. Identify uncertainties that could impact your ability to obligate and/or spend funds, if awarded, by the ARPA deadlines.

Click or tap here to enter text.

39. What will the value of the project be at the time of completion?

Click or tap here to enter text.

40. List any projects where your organization has previously received Salt Lake County funding.

Click or tap here to enter text.

SAMPLE: Refer to website

APPENDIX D: PROJECT BUDGET

Property Acquisition			
Purchase Price			
Closing Costs			
Other			
		\$0.00	#DIV/0!
Site Work			
Offsite Costs			
On Site Costs			
Environmental Remediation			
Landscaping, Signage, Lighting			
Other:			
		\$0.00	#DIV/0!
New Construction and/or Rehabilitation			
General Requirements			
Construction/Rehab Hard Costs			
Parking			
Furniture and Equipment			
Other:			
		\$0.00	#DIV/0!
Development Costs			
Architectural Design			
Engineering (Civil, Geo, etc.)			
Other Consultants			
Construction Management			
Survey			
Legal			
Accounting			
Finance Fee			
Advertising/Marketing			
Inspections/Testing			
Insurance			
Rezoning			
Impact Fees			
Building Permits			
Utilities during Construction			
Security during Construction			
Property Taxes			
Other:			
		\$0.00	#DIV/0!
Profit and Overhead			
Builder Profit			
Builder Overhead			
Developer Fee			
Other:			
		\$0.00	#DIV/0!
Interest and Financing Costs			
Interest Cost, Equity Investment			

Interest Cost, Land Financing	
Interest Cost, Construction Financing	
Syndication Costs	
Other:	

\$0.00 #DIV/0!

Project Reserves

Operating Reserve	
Debt Service Reserve	
Rent-Up Reserve	
Replacement Reserve	
Other:	

\$0.00 #DIV/0!

TOTAL Project Cost

\$0.00

Expected Value upon Completion

SAMPLE: Refer to Website

List all fees charged (or expected to be charged) to tenants. Indicate if the fee is monthly or one-time.

	Monthly or One-Time	Average Amt per unit
Water		
Sewer		
Gas		
Electric		
Internet/Cable		
Parking		
Trash Removal		
Application Fee		
Security Deposit		
Lease Origination Fee		
Late Fee		
Month-to-Month Fee		
Move In-Move Out Fee		
Lease Modification		
Service of Notice Fee		
Administrative Fee		
Pet Fees		
Renters Insurance		
Inspection Fee		
Re-Key Fee		
Replacement Key		
Other:		
Other:		
Other:		
Other:		

Are all units charged the same fees? If not, please provide an explanation.

APPENDIX E: MARKETING, OUTREACH, AND/OR SERVICE PLAN

Marketing and Outreach

1. What marketing strategies and techniques will be used to attract income-eligible tenants?

Click or tap here to enter text.

2. What marketing strategies and techniques will be used to attract priority populations (if applicable)?

Click or tap here to enter text.

3. Describe your policies and practices for tenant selection, including screening criteria, the application process, and waitlist management.

Click or tap here to enter text.

Management of affordable units

4. Who will manage the property once it has been acquired/developed?

Click or tap here to enter text.

5. Describe how restrictive covenants related to tenant income eligibility and maximum rent limitations will be verified throughout the affordability period.

Click or tap here to enter text.

Service Plan

6. Provide information on proposed resident services.

- a. What services will be provided?

Click or tap here to enter text.

- b. Who will provide the proposed services?

Click or tap here to enter text.

- c. What is the source of funding for resident services?

Click or tap here to enter text.

Relocation Plan

7. Is the proposed project currently occupied? Yes No
8. Will relocation services be used? Yes No
9. Who will provide relocation services? Provide a relocation plan, if applicable.

Click or tap here to enter text.

SAMPLE: Refer to website

APPENDIX F: COMPLETED AFFORDABLE HOUSING PROJECTS

Use this form as a template to list your references. Include all affordable housing projects completed within the last seven (7) years. **Submit 1 reference form per project** (i.e., use multiple copies of this form if you have multiple projects).

Project information

1. Completed project name: Click or tap here to enter text.
2. Project address: Click or tap here to enter text.
3. Project owner (of record). Click or tap here to enter text.
4. Were there additional partners? Yes No
- If yes, provide contact information:*
- a. Contact person name: Click or tap here to enter text.
- b. Phone: Click or tap here to enter text.
- c. Email: Click or tap here to enter text.
5. Total number of units: Click or tap here to enter text.
6. Total number of affordable units in the project: Click or tap here to enter text.
7. Percent of affordable units in the project: Click or tap here to enter text.
8. Provide a breakdown of the number of units provided for the various AMI percentages:

Unit Type	Total Number of Units in Project	Number of Affordable Units (sum for all AMI %)	Detail on AMI Level(s) Served by the Affordable Units		
			AMI %	Number of Units at the AMI %	Maximum Rent
Micro	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Studio	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
1-Bedroom	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

2-Bedroom	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3+ Bedroom	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
			Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

9. What kind of municipal support did the project receive, if any?

Click or tap here to enter text.

10. When did the project start?

Click or tap to enter a date.

11. When did the project end? (i.e., first occupants)

Click or tap to enter a date.

12. What were the funding sources (LIHTC, HOME, Traditional, Equity)?

Click or tap here to enter text.

13. Total Project budget:

Click or tap here to enter text.

14. Construction costs:

Click or tap here to enter text.

15. Cost per unit:

Click or tap here to enter text.

16. Cost per square foot:

Click or tap here to enter text.

17. Any other relevant information you want to share:

Click or tap here to enter text.

SAMPLE: Refer to website

APPENDIX G: ENVIRONMENTAL COMPLIANCE PRACTICES VENDOR COMPLIANCE STATEMENT AND NON-DEBARMENT CERTIFICATION

Environmental Compliance Practices Vendor Compliance Statement and Non-Debarment Certification

1. Salt Lake County has implemented environmentally responsible procurement practices. The County requires all persons, businesses, corporations and other entities doing business or entering into a contract with the County to comply with all federal, state and local environmental laws, rules and regulations. Compliance with environmental laws, rules and regulations is a relevant factor in evaluating the integrity and responsibility of a business. The county, in its sole discretion, may not solicit proposals from, award contracts to, procure, or otherwise enter into business arrangements with any person, business, corporation or other organization that is noncompliant. If a vendor is suspended, proposed for debarment, debarred, ineligible or excluded from contracting with another government entity due to environmental non-compliance, the County in its sole discretion, may deem the vendor non-responsible and decline to award a contract.

2. Based on the foregoing, the vendor certifies, to the best of its knowledge, that neither the vendor nor any owner, officer or agent of the vendor:

2.1 is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from the award of a contract or purchase by any federal, state or local agency based on a finding, determination, notice of violation or order of environmental non-compliance;

2.2 is presently indicted or charged by a government entity in a criminal, civil or administrative proceeding with the commission of any offense, violation, or failure to comply with any federal, state, or local environmental law, rule or regulation, indicating a lack of business integrity or business honesty affecting its responsibility as a county vendor;

2.3 has, within the last three (3) years, been convicted, or had a civil judgment or administrative order rendered against it for any offense or violation, including but not limited to environmental non-compliance, indicating a lack of business integrity or business honesty affecting its responsibility as a county vendor;

2.4 has, within the last three (3) years, had a contract/purchase terminated due to an act or omission, including but not limited to environmental non-compliance, demonstrating a lack of business integrity or business honesty affecting its responsibility as a county vendor.

3. Vendor shall require any sub-vendor to disclose in writing, whether at the time of the award of the subcontract, the sub-vendor complies with the certification requirements in subparagraphs 2.1, 2.2, 2.3 and 2.4 above.

4. Vendor shall immediately notify the county in writing if, at any time before the award, the vendor learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances.

5. If it is later determined that vendor knowingly rendered an erroneous certification under this provision, in addition to other available remedies, the county in its sole discretion, may terminate the contract/purchase for default.

APPENDIX H: REQUEST FOR PROTECTED RECORD

(Business Confidentiality Claim)

I request that the attached/enclosed information (record) provided to Salt Lake County, or any of its agencies (divisions or programs), be considered confidential and given protected status as defined in Utah's Government Records Access and Management Act ("GRAMA").

Name and Address of business and representative making this confidentiality claim:

Click or tap here to enter text.

Description of the information (record) which is to be covered by this confidentiality claim and which you believe qualifies for protected status:

Click or tap here to enter text.

The following reasons support this claim of business confidentiality and protected status under Utah Code Ann. § 63G-2-305 (please check all of the following that apply):

- 1. The record provided is a trade secret as defined in Utah Code Ann. § 13-24-2 (*See Utah Code Ann. §§ 63G-2-305(1) and 63G-2-309*).
- 2. The record is commercial or non-individual financial information and: (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of Salt Lake County, or its agencies, to obtain necessary information in the future; and (b) the interest of the provider in prohibiting access to the information is greater than the interest of the public in obtaining access. (*See Utah Code Ann. §§ 63G-2-305(2) and 63G-2-309*).

REQUIRED: A concise written statement supporting a business confidentiality claim, as required by Utah Code Ann. § 63G-2-309(1). Attach additional sheets if necessary.

Click or tap here to enter text.

NOTE: Claimant shall be notified if a record claimed to be protected is classified public or if the determination is made that the record should be disclosed because the interests favoring access outweigh the interests favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring an appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing within thirty (30) calendar days.** *See Utah Code Ann § 63G-2-309(2).* The procedure to appeal a GRAMA classification within thirty (30) calendar days is described in Countywide Policy 2040, which can be found on the County's website www.slco.org or by typing the following link into your address bar: <https://slco.org/globalassets/1-site-files/policies/countywide/2040.pdf?v=03282022114310737>.

Signature of Claimant Representative: _____ Date: _____

Claimant Representative Name and Title: _____

APPENDIX I: REQUEST FOR EXCEPTION/MODIFICATION TO RFA OR CONTRACT FORM

Request for RFA Exception

Exceptions to the RFA requirements are made at the County's discretion.

If an Applicant wishes to alter the RFA, including appendices, the Request for Exception MUST be specifically identified and described here, along with reasonable alternatives:

Click or tap here to enter text.

Request for Contract Modification

Contract modifications are made at the County's discretion.

If an Applicant wishes to alter the Standard Grant/Loan Agreement, the Request for Modification MUST be specifically identified and described here, along with reasonable remedies:

Click or tap here to enter text.

SAMPLE: Refer to website

APPENDIX J: State and Local Fiscal Recovery Fund Subaward Agreement

County Contract No. _____
DA Log No. 22CIV001993

**SALT LAKE COUNTY AMERICAN RESCUE PLAN ACT STATE
AND LOCAL FISCAL RECOVERY FUND SUBAWARD AGREEMENT**

**Between
SALT LAKE COUNTY
And**

This Agreement (“Agreement”), is entered into this ___ day of _____, 20__, by and between Salt Lake County, a body corporate and politic of the State of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 (“County”), and _____, a Utah _____, with its business address located at _____ (“Subrecipient”). County and Subrecipient may be referred to jointly as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS County received federal funds under section 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act (Public Law 117-2) (March 11, 2021) (“ARPA”) (“Federal Award”) to provide funding to combat and address the effects of the novel Coronavirus Disease 2019 (“COVID-19”) within Salt Lake County; and

WHEREAS County is distributing ARPA Fiscal Recovery Fund (“FRF” and/or “Funds”) grants to provide the services outlined in County’s Request for Application (“RFA”) attached hereto as Exhibit “1” and as provided in Subrecipient’s Proposal attached hereto as Exhibit “2”; and

WHEREAS to achieve the objectives of the Grant Program, County wishes to provide Subrecipient ARPA funding to provide services described below for the Grant Program; and

WHEREAS the Subrecipient’s unique tax identification number is _____; and

WHEREAS the Subrecipient’s Unique Entity Identifier, obtainable at SAM.gov, is _____; and

WHEREAS the first tranche of the Federal Award was provided to County by the Treasury under ARPA on June 7, 2021; and

SLC HOUSING TRUST FUND
ARPA PROGRAM ARPA FUNDS
DA 22CIV001993
01/04/23

WHEREAS total amount of the Federal Award is Two hundred Twenty-Five Million Four Hundred one Thousand Two Hundred Eight-Three Dollars (\$225,401,283.00); and

WHEREAS the amount of funds obligated to the Subrecipient by County under this Agreement is the amount identified in Section 4; and

WHEREAS the Federal Award Project Description is as provided in Exhibits 1 and 2 and Section 3 of this Agreement; and

WHEREAS County Awarding Official name and contact information:

Name: Salt Lake County Purchasing Agent
Address: 2001 S. State St. N4-600
Phone: (385) 468-0300
Email: slco-purchasing@slco.org

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, covenant and agree as follows:

1. INCORPORATION BY REFERENCE

a. The Recitals stated above are incorporated herein and made a material part of this Agreement by this reference

2. DEFINITIONS

a. "Affordability Period" means the time period that certain housing units shall remain affordable as defined in the rules and regulations governing the federal HOME Investment Partnership Program administered by the United States Department of Housing and Urban Development, for a period of twenty (20) years after the Property is available for occupancy.

b. "ARPA" means section 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act (Public Law 117-2) (March 11, 2021).

c. "County" means Salt Lake County, in its entirety, including its agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

d. "COVID-19" means the novel Coronavirus Disease 2019.

e. "Days" means calendar days.

f. "FAQ" means the Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions documents created by the Treasury, as amended.

g. "FR" means the Coronavirus State and Local Fiscal Recovery Funds Final Rule, 31 C.F.R Part 35, 4338 Federal Register / Vol. 87, No. 18 / Thursday, January 27, 2022, hereby incorporated by reference.

h. "FRF" and or "Funds" means federal ARPA Fiscal Recovery Fund received by the Subrecipient under this Agreement, whether the funds are received as a grant or a loan.

i. "Grant Period" means March 3, 2021, through December 31, 2026. All expenditures

under this Agreement must be for allowable costs or expenses obligated by Subrecipient after March 3, 2021, and before December 31, 2024, and fully expended by December 31, 2026.

j. “Grant Program” means County’s distribution of ARPA Fiscal Recovery Fund grants to provide the services outlined in County’s Request for Application.

k. “Grant Terms” means the FR, the FAQ, the Reporting Requirements, the Single Audit Act (31 U.S.C. Sections 7501-7507), and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R 200) (the “Uniform Guidance”).

l. “Notice of Availability for Occupancy” means the date the Subrecipient provides County with written notice that the Property is available for occupancy, and thereby starting the Affordability Period.

m. “Property” means the housing units, assisted units, housing, or other real property that is developed as affordable housing as required by this Agreement, and as proposed by Subrecipient in Exhibit 2.

n. “RFA” means County’s Request For Application.

o. “Reporting Requirements” means the Compliance and Reporting Requirements for the State and Local Fiscal Recovery Funds published by the Treasury, as that document is updated by the Treasury.

p. “Subrecipient” means the individual or entity receiving the funds identified in this Agreement. The term “Subrecipient” shall include Subrecipient, Subrecipient’s agents, officers, employees, and partners. Pursuant to applicable federal law, including but not limited to ARPA, Subrecipient is a subrecipient of the ARPA grant, subject to the Subrecipient monitoring, management, and other requirements set forth in 2 C.F.R 200.331-333.

q. “Subgrantee or Subcontractor” means an individual or entity that has entered into an agreement with the Subrecipient to perform services or provide goods using or paid for by FRF provided under this Agreement. Additionally, the term “subgrantee” or “subcontractor” also refers to individuals or entities that have entered into agreements with any subgrantees/subcontractors if: (1) those individuals or entities have agreed to perform all or most of the Subrecipient’s or subcontractor’s duties under this Agreement; or (2) federal law requires this Agreement to apply to such individuals or entities.

r. “Treasury” means the United States Department of the Treasury.

3. SUBAWARD INFORMATION

a. The following information is provided pursuant to 2 C.F.R 200.332(a)(1):

- i. Federal Award Identification Number is SLFRP2642.
- ii. Federal Award Date is June 7, 2021.
- iii. Total Amount of Federal Funds obligated to Subrecipient by County is _____.
- iv. Total Amount of Federal Award committed to Subrecipient is _____.
- v. This Agreement does not provide Funds for any research and development.
- vi. Indirect Cost Rate, Indirect costs, as further described in 2 C.F.R. 200.414, shall not exceed 10% of the total awarded to Subrecipient in section 4 herein.
- vii. Match Requirement: N/A.
- viii. The Assistance Listing Number and Title is 21.019.

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4. AFFORDABILITY PERIOD

- a. The Affordability Period begins after Property is available for occupancy.
- b. The Affordability Period ends 20 years after the date the Subrecipient provides the County with the Notice of Availability for Occupancy.

5. SCOPE OF SERVICES

a. Subrecipient will provide those services outlined in the RFA (and exhibits thereto) attached hereto as Exhibit “1”, the Proposal, attached hereto as Exhibit “2”, and the Salt Lake County ARPA Required Contractor Provisions, attached hereto as Exhibit “3”, which are incorporated herein and made an essential and material part of this Agreement by this reference. In addition, Subrecipient agrees to the following terms and conditions:

- i. Subrecipient shall use the Funds in compliance with this Agreement and with ARPA and only for the purposes detailed in Exhibits 1 through 3. Additionally, Subrecipient shall abide by the Grant Terms.
- ii. Subrecipient understands that as a subrecipient, this Agreement creates a federal assistance relationship with the Subrecipient, as further described at 2 C.F.R 200.93 and 2 C.F.R 200.330(a).
- iii. Subrecipient may only expend Funds for costs or expenses incurred or obligated by Subrecipient after March 3, 2021, and before December 31, 2024, and fully expended by December 31, 2026. By January 6, 2027, Subrecipient shall return to County all Funds that are unexpended. Funds obligated by the Subrecipient will not be deemed as expended.
- iv. Subrecipient is solely responsible for complying with this Agreement.
- v. Subrecipient shall be the sole point of contact regarding all matters related to this Agreement.
- vi. Subrecipient shall use Funds only as detailed in Exhibits 1 through 3 of this Agreement. Use of Funds for any purpose not detailed in Exhibits 1 through 3 of this Agreement, without prior express written consent of County, will constitute a material breach of this Agreement.
- vii. Subrecipient shall repay to County any Funds expended in violation of this Agreement. Subrecipient will also be liable to County for any costs, fees, or fines that arise out of Subrecipient’s violation of this Agreement.
- viii. Subrecipient shall comply with the auditing, monitoring, record keeping, and reporting sections of this Agreement.
- ix. The Subrecipient may use subgrantees or subcontractors to fulfill its obligations under this Agreement.
- x. Subrecipient understands the Treasury requires County and subrecipients like the Subrecipient to provide information on expenditures, performance indicators, and objectives for each award. Subrecipient shall cooperate with County to collect and provide such performance indicators and objectives as required by any future update of the Grant Terms.
- xi. Subrecipient and Subrecipient’s subrecipients who expend more than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal awards (Funds and any

and all other federal awards) during Subrecipient fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R Part 200, Subpart F regarding audit requirements. Grant Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and Single Audit submissions.

- xii. All property improved or purchased with Funds shall include a Deed Restriction for the duration of the Affordability Period in favor of County providing among other things that Subrecipient shall use the property for affordable low-income housing, as further described in this Agreement.
 - xiii. Whether the Funds are issued to Subrecipient though a grant or a loan, the Deed Restriction shall incorporate this Agreement by reference for the duration of the restriction.
 - xiv. County may enforce this Restriction through any proceeding at law, and in equity, including specific performance, against Subrecipient or its successors or assigns, in the event of a violation or threatened violation of the Restriction. There are no intended third party beneficiaries of this Restriction.
- b. Subrecipient's Additional Obligations if the Funds are received as a loan:
- i. If the Funds are received by Subrecipient as a loan from County, Subrecipient will ensure the Property funded by the loan complies with FAQ 4.9 (as that section exists as of July 27, 2022, and as amended by the Treasury), including but not limited to waiving any right to request a qualified contract (as defined in section 42(h)(6)(F) of the Internal Revenue Code of 1986, and agreeing to repay County any loaned Funds at the time the Property becomes non-compliant, as further detailed by the FAQ, ARPA, or other Treasury guidance or requirements.
 - ii. Subrecipient agrees to repay the loan in a manner consistent with the Loan Agreement and Promissory Note.

6. CONSIDERATION

- a. In consideration of Subrecipient's performance under this Agreement, County will pay Subrecipient in accordance with Subrecipient's Pricing Proposal, attached hereto as Exhibit 2. The pricing proposed by Subrecipient shall include all costs, including, but not limited to, _____ . Subrecipient will bill/invoice County each month and will specify which services for which residences were performed and the associated costs for each. Subrecipient shall bill County no later than ninety (90) days after completion of services for each residence. County will remit payment within thirty (30) days of receipt of invoice.
- i. For a Grant Program: County agrees to transfer a single lump sum of \$ _____ in Funds to Subrecipient to provide the services as described in Exhibits 1 through 3.
 - ii. For a Loan Program: Funds will transfer to the Subrecipient in a manner consistent with the Loan Agreement.

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7. TERM

a. This Agreement shall be effective upon execution by both Parties and shall continue until December 31, 20__, when the Funds for the Agreement expires or the end of the Affordability Period whichever comes last.

8. INDEPENDENT CONTRACTOR AND TAXES

a. The relationship of County and Subrecipient under this Agreement shall be that of an independent contractor status. Each Party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages, taxes, unemployment compensation and insurance, social security, worker's compensation, disability, pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor.

b. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners or joint venturers.

c. The Parties agree that Subrecipient's obligations under this Agreement are solely to County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

9. AGENCY

a. No agent, employee or servant of Subrecipient or County is or shall be deemed to be an employee, agent or servant of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other Party. Subrecipient and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Subrecipient and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Subrecipient is an independent contractor.

10. COUNTY REPRESENTATIVE

a. County hereby appoints _____ as County Representative to assist in the administrative management of this Agreement and to coordinate performance of the services to be provided by Subrecipient under this Agreement.

11. SUBRECIPIENT REPRESENTATIVE

a. Subrecipient shall designate an employee and make known to the County the name and title of this employee within its organization who is authorized to act as Subrecipient's representative in its performance of this Agreement. Subrecipient Representative shall have the responsibility of working with County to coordinate the performance of its obligations under this Agreement.

12. STANDARD OF PERFORMANCE/PROFESSIONALISM

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a. Subrecipient acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Subrecipient agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Subrecipient, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of County. Subrecipient further agrees that it will not accept any fee or financial remuneration from any entity or person other than County for its performance under this Agreement.

13. INDEMNIFICATION

a. Subrecipient agrees to 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 claims for personal injury, death, or damage to personal property or profits and liens of work and material (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, Subrecipient's breach of this Agreement or any acts or omissions of or by Subrecipient, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. Subrecipient 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.

14. GOVERNMENTAL IMMUNITY

a. 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 (2021). 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.

15. NON-FUNDING CLAUSE

a. County intends to request the appropriation of funds to be paid for the services provided by Subrecipient under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, County's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on County as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Subrecipient, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

b. If funds are not appropriated for a succeeding fiscal year to fund performance by County under this Agreement, County shall promptly notify Subrecipient of said non-funding

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and the termination of this Agreement, and in no event, later than thirty (30) days prior to the expiration of the fiscal year for which funds were appropriated.

16. INSURANCE

a. County represents that it is self-insured pursuant to the provisions of UTAH CODE ANN. § 63G-7-801 (2021).

b. Subrecipient 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:

i. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

1. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) 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 the County.
2. 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.
3. Subrecipient shall furnish certificates of insurance, acceptable to County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.
4. In the event any work is subcontracted, Subrecipient shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of the Subrecipient hereunder.
5. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Subrecipient 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.
6. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to County in a manner approved by the County District Attorney.
7. In the event Subrecipient 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 Subrecipient for the costs of said insurance.

- ii. REQUIRED INSURANCE POLICIES. Subrecipient agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:
1. Workers' compensation and employer's liability insurance as required by the State of Utah, 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, Subrecipient 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.
 2. Commercial general liability insurance in the minimum amount of Two Million Dollars (\$2,000,000.00) per occurrence with a Three Million Dollars (\$3,000,000.00) general policy aggregate and a Two Million Dollars (\$2,000,000.00) products completed operations policy aggregate.
 3. Professional liability insurance with a minimum policy limit of Two Million Dollars (\$2,000,000.00) per occurrence with a Three Million Dollars (\$3,000,000.00) annual policy aggregate limit. County is not to be an additional insured for professional liability insurance.
 4. 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 One Million Dollars (\$1,000,000.00) per person, Two Million Dollars (\$2,000,000.00) per accident, Five Hundred Thousand Dollars (\$500,000.00) per occurrence for property damage, or single combined limit of Two Million Dollars (\$2,000,000.00).

17. NO OFFICER OR EMPLOYEE INTEREST

a. It is understood and agreed that no officer or employee of County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of Subrecipient or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Subrecipient's operations, or authorizes funding or payments to Subrecipient.

18. ETHICAL STANDARDS

a. Subrecipient represents that it has not: (a) provided an illegal gift 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 Code of

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Ordinances § 2.07, 2019; 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.

19. CAMPAIGN CONTRIBUTIONS

a. The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Salt Lake County Code of Ordinances § 2.72A (2021). Subrecipient acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions in excess of One Hundred Dollars (\$100.00) to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Subrecipient further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

20. 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 Subrecipient’s possession.

b. Subrecipient’s Obligation: Subrecipient, 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. Subrecipient understands that it, its officers, and employees may be criminally liable under UTAH CODE ANN. § 76-8-402 (2019), for misuse of public funds or monies. Subrecipient expressly understands that County may monitor the expenditure of public funds by Subrecipient. Subrecipient expressly understands that County may withhold funds or require repayment of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

21. ADMINISTRATIVE PROVISIONS

a. Nondiscrimination and Equal Opportunity. Subrecipient, and all persons acting on its behalf, agree to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplements in DOL regulations found at 41 C.F.R Part 60. Subrecipient 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. Subrecipient 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. The Subrecipient agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.

b. Labor Standards. Subrecipient agrees to comply with the provisions, as applicable, of the Davis-Bacon Act, 40 U.S.C. § 327, as supplemented at 29 C.F.R Part 5; and the Copeland “Anti-Kickback” Act; 40 U.S.C. § 276c, and as supplemented at 29 C.F.R Part 3; 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. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

c. Environmental Standards. Subrecipient agrees to comply with all applicable standards, order or requirements issued under section 306 of the Clean Air Act, 42 U.S.C. § 1857 (h); section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and EPA regulations, 40 C.F.R Part 15.

d. Energy Efficiency. The Subrecipient agrees to comply with mandatory energy efficiency standards or codes contained within the State Energy Plan issued by the State of Utah in compliance with the Federal Energy Policy and Conservation Act, Pub. L. 94-136, 89 Stat. 871.

22. RECORDS

a. Subrecipient shall keep and retain all records pertinent to the activities to be funded under this Agreement as required by County. Records shall be retained for a period of six (6) years after the final payment to Subrecipient under this Agreement and after all other pending matters are closed, as determined by County.

b. County, the Treasury, the Comptroller General of the United States, or any of their authorized representatives, will have access to and the right at any time during normal business hours to examine, monitor, audit, excerpt, transcribe, and copy any records or files of the Subrecipient involving transactions relating to this Agreement, including any agreements, contracts, purchase orders, or similar transactions between Subrecipient and any partner or subcontractor related to this Agreement in any way. The Subrecipient agrees to permit any of the forgoing Parties to reproduce by any means or to copy excerpts or transcriptions as reasonably needed and agrees to cooperate with all such requests.

c. The Subrecipient agrees to provide County, the Treasury, or an authorized representative of either, with access to construction or other work sites pertaining to work being completed under this Agreement.

d. Subrecipient shall keep detailed records of all expenditures Subrecipient or its subcontractors/subgrantees make of the Funds. Records must be sufficient to detail how the expenditure complies with this Agreement and ARPA.

e. Subrecipient shall track and document its expenditures using the categories of expenditures as provided in the FR, and in a manner that allows County to comply with County’s reporting requirement in the FR and as further detailed by the Treasury in subsequent memoranda and guidance, hereby incorporated by reference into this Agreement.

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f. Subrecipient agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of County, Subrecipient record keeping practices and/or reporting to County are not conducted in a timely and satisfactory manner, County may demand the return of Funds.

g. Subrecipient shall retain all records and documents relevant in any way to this Agreement for a period of 6 years after the Grant Period.

h. In a manner substantially similar to Subrecipient record keeping obligations found in this Agreement, Subrecipient shall contractually require that all subcontractors or subgrantees document and track uses of the Funds, or determinations of eligibility for Funds, and provide all such documentation to Subrecipient.

i. If Subrecipient fails to document any expenditure of Funds as provided in this Agreement, Subrecipient shall repay County all Funds spent on unsupported or undocumented expenditures.

j. Subrecipient shall fully cooperate with County, the Treasury, and the State of Utah, or any other authorized federal entity, in any investigations or audits into the use of Funds.

23. REPORTING AND CERTIFICATION

a. Subrecipient shall, as required by County to comply with County’s federal requirements and deadlines, submit to County a detailed report within ten (10) days of the end of each calendar month. The report will contain the detail required in the “Records” Section of this Agreement for the previous month. If provided by County, Subrecipient shall use the County’s online reporting portal for Subrecipient compliance with the Reporting and Certification Section of this Agreement. At any time during the Grant Period, County may request such report for any or all previous months, and Subrecipient shall provide such report within ten (10) days of the written request.

b. During the Affordability Period, Subrecipient shall provide County with annual reports containing sufficient evidence to show that the Property is maintained as affordable housing as required by this Agreement for the duration of the Affordability Period.

c. All reports will certify that Subrecipient used the Funds in a manner compliant with this Agreement and applicable law.

d. In addition to annual reports, on or before December 31, 2026, Subrecipient shall submit written certification to County that all Funds were expended in a manner consistent with this Agreement. Upon written request by County, Subrecipient shall provide documents to support Subrecipient’s certification and shall provide County a detailed written description of Subrecipient’s expenditures. Subrecipient understands that Subrecipient shall repay County any Funds Subrecipient expended in a manner inconsistent with this Agreement.

e. If Subrecipient fails to report pursuant to this Reporting and Certification Section, Subrecipient shall repay County the Funds spent on unreported and/or unsupported expenditures.

f. Subrecipient shall obtain a Unique Entity Identifier (UEI) by registering at SAM.gov, and will provide County with Subrecipient’s UEI upon request.

g. Subrecipient shall include provisions similar to this Section (Reporting and Certification) in its agreements with subcontractors/subgrantees requiring the same level of record keeping that applies to Subrecipient.

24. MONITORING, AUDITS & INSPECTIONS

a. All of Subrecipient's records with respect to any matters covered by this Agreement shall be made available to County, their designees or the federal government, at any time during normal business hours, as often as County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within a time period as agreed upon by County and Subrecipient after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or refunding of payments to County.

b. County, the Treasury, and any other authorized oversight body including but not limited to the Government Accountability Office, the Treasury's Office of the Inspector General, or the Pandemic Relief Accountability Committee will have the right at any time and for any reason to monitor Subrecipient's use of the Funds under this Agreement, or any of Subrecipient's subgrantees or subcontractors. Monitoring of Subrecipient's use of the Funds will be at the complete discretion of County, the Treasury, or the authorized oversight body which will include but is not limited to Subrecipient fiscal operations and compliance with the terms, conditions, and attachments of this Agreement. Monitoring includes access to any and all records created and maintained under this Agreement, and financial statements related to this Agreement.

c. If it is discovered that Subrecipient (or Subrecipient's subcontractors or subgrantees) is in default (not in compliance with the Agreement), Subrecipient may be subject to sanctions which may include warnings, audits, termination, demand for the return of Funds, and/or suspension/debarment from participation in future grants and contracts.

d. Subrecipient agrees that if County or the Treasury determines payments to Subrecipient or use of Funds by Subrecipient or its subcontractors/subgrantees were incorrectly reported or were expended in a manner inconsistent with ARPA, this Agreement, and other applicable law, Subrecipient shall return to County funding in an amount equal to the amount of Funds found to be improperly expended. Upon written request Subrecipient shall immediately refund to County any overpayments as determined by audit or County.

e. Subrecipient agrees to employ standard business accounting practices and to otherwise maintain records sufficient to demonstrate that the Funds provided have been expended in accordance with ARPA and this Agreement.

25. ASSIGNMENTS & CONTRACTING

a. The responsibility for the performance of this Agreement shall not be assigned, transferred or contracted out by the Subrecipient without the prior, written consent of the County. Contracts or purchase orders by the Subrecipient for the acquisition of equipment, materials, supplies or services for program activities do not require the consent of County but shall be conducted in a manner providing full and open competition consistent with the standards of 24 C.F.R § 85.36. All subcontracts entered into by Subrecipient pursuant to this Agreement shall contain the provisions set forth at 24 C.F.R § 85.36(i).

b. In substantially the same form, Subrecipient shall ensure that the Grant Terms and provisions in substantially the same form as the Salt Lake County ARPA Required Contractor

Provisions, attached as Exhibit 3, are included in the award documents and agreements for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) as required by applicable federal law.

26. CONFLICT OF INTEREST:

- a. Subrecipient shall maintain written standards of conduct governing conflicts of interest and governing actions of its employees engaged in the selection, award, and administration of contracts and grants under this Agreement.
- b. No employee, officer, or agent of the Subrecipient may participate in the selection award, or administration of this Agreement, or any subaward or subcontract, if they have a real or apparent conflict of interest, as further defined and described in 2 C.F.R 200.318(c)(1).
- c. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.
- d. Subrecipient standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- e. Subrecipient shall ensure this Section is included in its subcontracts and subawards.

27. LOBBYING

- a. Subrecipient hereby certifies that no federally 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;
- b. Subrecipient hereby certifies that if any funds other than federally 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, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. Subrecipient hereby certifies that it will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and
- d. Subrecipient hereby certifies that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

28. AFFIDAVITS

a. Upon the execution of this Agreement and if requested by County, Subrecipient shall submit a sworn affidavit from each officer, employee, or agent of Subrecipient who has been in contact or communicated with any officer, agent or employee of County during the past calendar year concerning the provision of these goods and services. The affidavit shall contain the following statement:

I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, have either directly or indirectly restrained free and competitive bidding by entering into any Agreement, participated in any collusion, or otherwise taken any action unauthorized by the governing body of County, or in violation of applicable law.

29. DEFAULT

a. Any of the following events will constitute cause for County to declare Subrecipient in default of this Agreement (i) Subrecipient non-performance of its contractual requirements and obligations under this Agreement; or (ii) Subrecipient's breach of any term or condition of this Agreement.

30. TERMINATION

a. Upon termination for any reason, whether completion of the term, termination for non-funding, or termination under this Section ("Termination"), Subrecipient shall return all Funds previously disbursed but not utilized and provide County with a final report detailing all Grant Fund expenditures made under this Agreement.

b. Immediate Termination. County may terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or gross mismanagement as determined by County.

c. Termination for Cause. This Agreement may be terminated for cause, by County upon written notice given to Subrecipient. Subrecipient will have five (5) days after written notification to cure and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies herein. Time allowed for cure will not diminish or eliminate Subrecipient's liability for damages. If the default remains after Subrecipient has been provided an opportunity to cure, County may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement; (iii) debar/suspend Subrecipient from receiving future grants or contracts. If written notice is delivered under this section, the Subrecipient will provide an accounting of funds expended up to the date of termination and return any remaining balance to County. If, after termination for default, it is determined that Subrecipient was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for convenience as provided in this Agreement. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

d. Termination Due to Nonappropriations of Funds, Reduction of Funds, or Changes in Law. Upon twenty-four (24) hours written notice delivered to Subrecipient, this Agreement may

be terminated in whole or in part if County determines in its sole discretion 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) that a change in available Funds affects County's ability to pay under this Agreement. 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 of the United States, the Governor of the State of Utah, or the Salt Lake County Mayor. If written notice is delivered under this section, Subrecipient shall provide an accounting of Funds expended up to the date of termination and return any remaining balance to County. County will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

e. Force Majeure. Neither Party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that Party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of sixty (60) days, Subrecipient or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

f. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

g. Termination for Convenience. County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion that it is in County's interest to do so. If County elects to exercise this right, County shall provide written notice to Subrecipient at least thirty (30) days prior to the date of termination for convenience. Upon such termination, Subrecipient shall be paid for all services up to the date of termination. Subrecipient agrees that County's termination for convenience will not be deemed a termination for default nor will it entitle Subrecipient to any rights or remedies provided by law or this Agreement for breach of contract by County or any other claim or cause of action.

31. COMPLIANCE WITH LAWS

a. Each Party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Subrecipient of applicable law shall constitute an event of default under this Agreement and Subrecipient shall be liable for and hold County harmless and defend County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by County as a result of the violation. Subrecipient is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

b. By signing this Agreement, Subrecipient acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which it operates and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Agreement. Failure to secure or maintain a license is grounds for termination of this Agreement. Subrecipient

acknowledges that it is responsible for familiarizing itself with these laws and regulations and complying with all of them.

32. NON-DISCRIMINATION

a. Subrecipient and any agent of Subrecipient agree that they shall comply with all federal, state and county laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

33. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS (“URS”)

a. County is a URS “participating employer.” Entering into an agreement with County may affect a URS retiree’s retirement benefits including, but not limited to, cancellation of the retiree’s “retirement allowance” due to “reemployment” with a “participating employer” pursuant to UTAH CODE ANN. § 49-11-504 to -505 (2021). In addition, Subrecipient is required to immediately notify County if a retiree of URS is the Subrecipient; or an owner, operator, or principal of the Subrecipient. Subrecipient shall refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

34. LABOR REGULATIONS AND REQUIREMENTS

a. Subrecipient agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. Subrecipient shall indemnify and hold County harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by Subrecipient, its agents or employees.

35. EMPLOYEE STATUS VERIFICATION SYSTEM

a. If this Agreement was the result of a Request for Application by County, Subrecipient shall register and participate in the Status Verification System before entering into a contract with County as required by UTAH CODE ANN. § 63G-12-302 (2021). 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. Subrecipient is individually responsible for verifying the employment status of only new employees who work under Subrecipient’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 contractor 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. Subrecipient shall comply in all respects with the provisions of UTAH CODE ANN. § 63G-12-302 (2021). Subrecipient’s failure to so comply may result in the immediate termination of its Agreement with County.

36. CONFIDENTIALITY

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a. Subrecipient shall hold all information provided to it by County for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of Subrecipient's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of County. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Subrecipient in performance of this Agreement shall also be held confidential by Subrecipient. County shall have the sole obligation or privilege of releasing such information as required by law.

37. OWNERSHIP OF WORK PRODUCT

a. All work performed by Subrecipient under this Agreement shall become the sole property of County. Ownership of the work shall apply regardless of the form of the work product including, but not limited to, writings, drawings, reports, any form of video or audio, etc. Upon final payment by County to Subrecipient, Subrecipient shall deliver to County all work product applicable to the services provided under this Agreement including, but not limited to, work product in draft form.

38. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

a. Subrecipient acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), UTAH CODE ANN. §§ 63G-2-101 to -901 (2021). As a result, County is required to disclose certain information and materials to the public, upon request. Subrecipient agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to County Representative for response by County.

b. Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

39. ASSIGNMENT

a. Subrecipient shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of County. County reserves the right to assert any claim or defense it may have against Subrecipient and against any assignee or successor-in-interest of Subrecipient.

40. SUBCONTRACTING

a. Subrecipient agrees that it shall not subcontract to provide any of the services under this Agreement or execute performance of its obligations under this Agreement without prior express written consent of County.

41. NOTICES

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a. All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Contracts Administrator
 Salt Lake County
 2001 South State, Suite, N-4500
 Salt Lake City, Utah 84190-3100

SUBRECIPIENT:

42. TIME IS OF THE ESSENCE

a. The Parties stipulate that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a default of this Agreement and shall be just cause for immediate termination by County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

43. SURVIVAL OF TERMS

a. Termination or expiration of this Agreement will not extinguish or prejudice County’s right to recoup or otherwise recover Funds from Subrecipient if the Treasury finds that the Funds provided to Subrecipient were provided to Subrecipient, or expended by Subrecipient, in violation of ARPA.

b. Additionally, termination or expiration of this Agreement will not extinguish or prejudice County’s right to enforce this Agreement with respect to any default or liability under this Agreement and its Attachments.

44. ENTIRE AGREEMENT

a. County and Subrecipient acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Subrecipient, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

45. GOVERNING LAW

a. It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the Third District Court, in and for Salt Lake County, State of Utah.

46. COUNTERPARTS

a. This Agreement may be executed in several counterparts, and all so executed shall constitute one Agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile, email or other electronic means shall be deemed an original signed copy of this Agreement.

47. INTERPRETATION

a. The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- i. ARPA.
- ii. This Agreement.
- iii. Salt Lake County’s Request for Proposals (Exhibit 1).
- iv. Subrecipient’s Proposal in response to County’s Request for Proposals & Subrecipient’s Pricing Proposal (Exhibit 2).

b. County and Subrecipient agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

48. FEES AND COSTS

a. In the event of any judicial action to enforce its rights under this Agreement, the prevailing Party, whether County or Subrecipient, will be entitled to its costs and expenses incurred in connection with such action.

49. ANTI BOYCOTT ACT

a. For Contracts with a total value of One Hundred Thousand Dollars (\$100,000.00) or more with Subrecipients that employ ten (10) or more full-time employees, by signing this Agreement, Subrecipient certifies that it has read Utah Code Section 63G-27-201, is not involved in any prohibited boycott, and will not engage in any prohibited boycott for the duration of this Agreement.

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50. GRANT REIMBURSEMENT

a. The Subrecipient shall reimburse the County for any Funds that are determined by the County or the Treasury to have been not eligible, misused, or misappropriated, or not expended during the Grant Period. If County or the Treasury determines that Subrecipient has breached or failed to comply with any provision of this Agreement, or that Subrecipient has failed to comply with ARPA or the FR, Subrecipient shall reimburse all or a portion of the Funds, with or without termination of this Agreement, due within forty-five (45) days written notice to Subrecipient. County reserves the right to recover Funds by any legal means. Subrecipient shall indemnify and hold harmless County for all suits, actions, claims and related costs incurred by County in recovering Funds, irrespective of whether the Funds are recovered.

51. PROCUREMENT

a. When procuring goods or services using Funds, Subrecipient shall comply with all applicable federal procurement rules, as a “non-Federal entity”, including but not limited to 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200.

b. Subrecipient shall maintain records sufficient to detail the history of procurement. These records will include, but are not limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

c. Subrecipient shall maintain oversight to ensure that subcontractors/subgrantees perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

52. SMALL, MINORITY, AND WOMEN BUSINESS ENTERPRISES

a. In a manner consistent with 2 C.F.R 200.321, and Executive Orders 11625, 12432, and 12138, Subrecipient must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. And

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- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this Section.

53. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352, AS AMENDED

a. Subrecipient certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Subrecipient shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. ***Agreements over One Hundred Thousand Dollars (\$100,000.00) – Grantees must sign the certification in Exhibit 3 to this Agreement.***

54. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Agreements for the performance of experimental, developmental, or research work will provide for the rights of the Federal Government, County, and Subrecipient in any resulting invention in accordance with 37 C.F.R part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any applicable implementing regulations.

55. AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327 THROUGH 333)

a. Where applicable, all Agreements in excess of One Hundred Thousand Dollars (\$100,000.00) that involve the employment of mechanics or laborers will include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Agreement Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 C.F.R part 5). Under Section 3702 of the Act, Subrecipient and all subgrantees/subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard workweek of forty (40) hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of forty (40) hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

56. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

a. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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- b. Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- c. Subrecipient agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. Subrecipient agrees to include these requirements in each subcontract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) financed in whole or in part with Federal assistance.

57. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a. For work, services, or goods provided to County under the Agreement, Subrecipient will not:
 - i. Procure or obtain, or enter, extend, or renew a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, the following are prohibited to be used:
 - ii. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by or used by such entities listed in this section; and
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

58. DOMESTIC PREFERENCE FOR CERTAIN PROCUREMENTS USING FEDERAL FUNDS

- a. Subrecipient should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other

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manufactured products). The requirements of this section must be included in all subawards and subcontracts including all contracts and purchase orders for work or products under this award.

- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

59. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the Agreement performance schedule.
- ii. Meeting Agreement performance requirements, or
- iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

c. Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

60. PUBLICATIONS

a. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2642 awarded to Salt Lake County by the U.S. Department of the Treasury.”

61. INCREASING SEAT BELT USE IN THE UNITED STATES

a. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for Subrecipient employees when operating company-owned, rented, or personally owned vehicles.

62. REDUCING TEXT MESSAGING WHILE DRIVING

a. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

63. DEBARMENT

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a. Subrecipient certifies, by signature to this Agreement, accepting Funds under this Agreement, or performing obligations under this Agreement, that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If Subrecipient is unable to certify to any portion of this statement, Subrecipient shall attach an explanation to this Agreement.

b. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Subrecipient is required to verify that none of Subrecipient principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

c. Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction Subrecipient enters.

d. The certifications in this Section are a material representation of fact relied upon by County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

64. OTHER FEDERAL REQUIREMENTS

a. Subrecipient shall comply with all other applicable federal laws, including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and the United States Treasury Department’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and the United States Treasury Department’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and

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- vi. 41 U.S.C. § 4712, Protections for Whistleblowers, which prohibits Subrecipient from discharging, demoting, or discriminating against an employee as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- vii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- viii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- ix. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- x. Where applicable, governmental entities must comply with Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- xi. Where applicable, governmental entities must comply with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- xii. Generally applicable federal environmental laws and regulations.

65. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
("FFATA")

a. The Subrecipient, where applicable, shall follow and abide by all requirements of the FFATA, as applicable.

66. FALSE STATEMENTS

a. Subrecipient understands that making false statements or claims in connection with this Agreement may be a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

67. APPLICABLE LAWS

a. In addition to the laws, rules, and regulations specified in this Agreement, the Subrecipient shall comply with all applicable federal, state, and local laws, rules, codes, regulations, and ordinances.

Salt Lake County

Coronavirus State & Local Fiscal Recovery Fund (SLFRF) for Affordable Housing

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Appendix J

[Signature Page Follows Below]

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IN WITNESS WHEREOF, the Parties execute this Agreement the day and year recited above.

Salt Lake County:

By: _____
Mayor or Designee

Date: _____

ORD Approval:

By: _____
Dina Blaes, Director

Reviewed and Advised as to Form and Legality:

Deputy District Attorney
Salt Lake County

Subrecipient:

By: _____

Printed Name: _____

Title: _____

Date: _____

The individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Subrecipient by authority of law and that this Agreement is binding upon the Subrecipient. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code Ann. § 76-8-504 (2021).

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EXHIBIT 1
County's Request for Application
("RFA")

Salt Lake County

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EXHIBIT 2
Subrecipient's Proposal

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EXHIBIT 3
Salt Lake County ARPA Required Contractor Provisions

SALT LAKE COUNTY ARPA REQUIRED CONTRACTOR PROVISIONS ("Required Provisions")

Notice: The contract, agreement, or purchase order, whether County drafted or Contractor drafted, ("Contract") to which these Required Provisions are attached, is funded in whole or in part, using federal assistance provided to Salt Lake County ("County") by the United States Department of Treasury ("Treasury Department"), under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

By fulfilling Contractor's obligations under the Contract, and by receiving payment under the Contract, Contractor agrees that these Required Provisions are incorporated by reference into the Contract, that the Required Provisions apply where applicable under federal law, and where applicable the Required Provisions control over any and all conflicting terms, provisions, or conditions.

- 1. Source of Funds.** The County has received funds under ARPA.
Federal Award Identification Number: SLFRP2642
Federal Award Date: June 7, 2021
CFDA (Assistance Listing Number and Title) #: 21.027
Federal Awarding Agency: United States Department of Treasury
Total Amount of the Federal Award: \$225,401,283.00
Amount of Federal Funds Obligated by this Award is up to the full amount under the Contract
Research & Development: N/A
Indirect Cost Rate: N/A
Match Requirement: N/A
Awarding Official Contact:
Name: Salt Lake County Purchasing Agent, Jason Yocom
Address: 2001 S. State St. N4-600
Phone: (385) 468-0300
Email: slco-purchasing@slco.org
- 2. Termination for Convenience.** For all Contracts, the following provision applies: This Contract may be terminated by County for any reason or for no reason, upon not less than 30 days' prior written notice to the Contractor stating County's intention to terminate this Contract. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the County's termination for convenience will not be deemed a termination for default, nor will it entitle Contractor to any rights or remedies provided by law or this Contract for breach of contract by the County or any other claim or cause of action.
- 3. Termination for Default.** For Contracts in excess of the simplified acquisition threshold (48 CFR part 2, subpart 2.1, in effect at any given time), the following provision applies: (A) County may terminate this Contract for an "Event of Default" as defined, upon written notice from County to Contractor. (B) Contractor may terminate this Contract for an Event of Default upon written notice from Contractor to County. (C) As used in this Contract, the term "Event of Default" means (i) a party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice to the party failing to make such payment; (ii) a party fails to perform any of its obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or (iii) any material representation or warranty of a party contained in this Contract proves to be untrue or incorrect in any material respect when made. (D) If after notice provided in sections (C)(i) and (C)(ii), the non-performing party fails to cure within the

30-day cure period, the performing party may send a final written notice of termination, and the Contract will terminate upon delivery of the final written notice. The Contract terminates upon delivery of a notice provided under section (C)(iii). (E) The Contractor's failure to comply with the requirements in the Required Provisions is a breach of this Contract for which the County may immediately terminate the Contract or withhold the funds. The County will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the Required Provisions.

4. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. **Small, Minority, and Women Business Enterprises.**

5.1. In a manner consistent with 2 CFR 200.321, and Executive Orders 11625, 12432, and 12138, the Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

5.2. Affirmative steps must include:

5.2.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

5.2.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

5.2.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

5.2.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5.2.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

5.2.6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this Section 5.2.

6. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

For purchases over \$100,000 - Contractors must sign the certification on the last page of this Contract

7. **Access to Records.**

7.1. The Contractor agrees to provide the County, the Treasury Department, the Comptroller General of the United States, or any of their authorized representatives access to any books,

documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.

7.2. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

7.3. No language in these Required Provisions is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

7.4. Records shall be maintained by the Contractor until December 31, 2031.

8. Rights to Inventions Made Under a Contract or Agreement. Contracts for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government, the County, and the Contractor in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

9. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333). Where applicable, all Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, Contractor and all sub-contractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

10. Clean Air Act & Federal Water Pollution Control Act.

10.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

10.2. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

10.3. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

10.4. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

11. Prohibition on certain telecommunications and video surveillance services or equipment. For work, services, or goods provided to the County under this Contract, Contractor shall not:

- 11.1.** Procure or obtain, or enter, extend, or renew a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, the following are prohibited to be used:
- 11.1.1.** Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - 11.1.2.** Telecommunications or video surveillance services provided by or used by such entities listed in this section; and
 - 11.1.3.** Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

12. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards and subcontracts including all contracts and purchase orders for work or products under this award. For purposes of this section:

- 12.1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 12.2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Procurement of Recovered Materials.

- 13.1. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - 13.1.1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - 13.1.2. Meeting Contract performance requirements; or
 - 13.1.3. At a reasonable price.
- 13.2. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 13.3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- 14. Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2642 awarded to Salt Lake County by the U.S. Department of the Treasury.”
- 15. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for Contractor’s employees when operating company-owned, rented, or personally owned vehicles.
- 16. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
- 17. Debarment.**
- 17.1. Contractor certifies, by signature to the attached Contract, accepting funds under this Contract, or performing obligations under this Contract, that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal or state department or agency. If Contractor is unable to certify to any portion of this statement, Contractor shall attach an explanation to the Contract.
- 17.2. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 17.3. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction Contractor enters.
- 17.4. The certifications in this Section 17 are material representations of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 18. Other Federal Requirements.** Contractor will comply with all other applicable federal laws, including but not limited to:
- 18.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and the Treasury Department’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- 18.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- 18.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- 18.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and the Treasury Department’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;

- 18.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto: and
- 18.6. 41 U.S.C. § 4712, Protections for Whistleblowers, which prohibits Contractor from discharging, demoting, or discriminating against an employee as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

19. Conflict of Interest

- 19.1. Contractor must maintain written standards of conduct governing conflicts of interest and governing actions of its employees engaged in the selection, award, and administration of contracts and grants under the Contract.
- 19.2. No employee, officer, or agent of the Contractor may participate in the selection award, or administration of the Contract, or any subaward or subcontract, if he or she has a real or apparent conflict of interest, as further defined and described in 2 CFR 200.318(c)(1).
- 19.3. The officers, employees, and agents of the Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
- 19.4. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.
- 19.5. Contractor shall ensure this section 19 is included in its subcontracts and subawards.

20. False Statements. Contractor understands that making false statements or claims in connection with the Contract may be a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

21. Federal Funding Accountability and Transparency Act (“FFATA”). The Contractor, where applicable, shall follow and abide by all requirements of the FFATA, as applicable.

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
2. 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the contract documents for all subcontracts, at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all contractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Date: _____
Signature of Contractor's authorized official

(Print name of person signing above)

(Print title of person signing above)

APPENDIX K: DEED OF TRUST

WHEN RECORDED, RETURN TO:

SALT LAKE COUNTY
2001 South State S2100
Salt Lake City, Utah 84114
ATTN: _____

Space Above This Line for Recorder's Use

DEED OF TRUST

THIS DEED OF TRUST (the "Trust Deed") is made this ____ day of _____, 202__, from _____, a Utah _____, with a business address located at _____ UT 84____, its successors and permitted assigns ("Trustor"), and _____, A Utah _____, with a local business address located at _____, Utah 84____ as Trustee ("Trustee"), and SALT LAKE COUNTY, a body Corporate and Politic of the State of Utah, whose address is 2001 South State Street, S2100, Salt Lake City, Utah 84114 as Beneficiary ("Beneficiary").

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE the property situated in Salt Lake County, Utah, being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference, TOGETHER WITH all rights, title, and interest of Trustor in and to all buildings and improvements now located or to be erected or placed upon any real property which is now or hereafter subject to the lien of this Trust Deed, and all rights, title, and interest of Trustor, now owned or hereafter acquired, in and to all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges, franchises, rights, appendages, and appurtenances belonging or in any way appertaining to all such real property (collectively, the "Property").

TOGETHER WITH any and all awards or payments, including interest, which may be made with respect to the Property described above as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to or decrease in the value of the Property described above, to the extent of all amounts which may be secured by this Trust Deed at the date of receipt of any such award or payment by Beneficiary, including reasonable attorneys' fees, costs, and disbursements incurred by Beneficiary in connection with the collection of such award or payment. Trustor agrees to execute and deliver from time to time such further instruments as may be requested by Beneficiary to confirm such assignment to Beneficiary of any such award or payment.

TO HAVE AND TO HOLD the same IN TRUST, WITH POWER OF SALE, for the purpose of securing:

A. The payment of all indebtedness owing from Trustor to Beneficiary, including but not limited to a certain Secured Promissory Note dated _____, 202__, for the principal sum of _____ Dollars (\$000,000.00) made by Trustor and payable to the order of Beneficiary (the "Note");

B. The performance of all obligations of Trustor under the Note; under that certain Subaward Agreement (CC No. _____) dated _____, 202__, between Beneficiary and Trustor; under that certain Deed Restriction made by Trustor for the benefit of Beneficiary and effective as of _____, 202__; under this Trust Deed; and under any other loan agreements and loan documents executed in connection with this Trust Deed (the "Loan Document(s)");

C. The payment of all sums, including outstanding principal and interest, expended or advanced by Beneficiary pursuant to the terms of this Trust Deed or any other instrument now in existence or hereafter executed or any amendment or modification thereto, the purpose of which is to secure the payment of the Note (the "Indebtedness");

D. The performance of each covenant and agreement of Trustor contained herein and, in any modification, or amendment of this Trust Deed.

COVENANTS AND AGREEMENTS

1. **Repayment of Indebtedness.** Trustor covenants and agrees to pay promptly the principal of and interest on the Indebtedness, to pay promptly all other sums due pursuant hereto, and to perform each and every agreement and condition contained in the Note, this Trust Deed, the Deed Restriction, and all other Loan Documents.

2. **Default.**

a. A default under Section 5 of the Note not cured within the time periods specified in Section 6 of the Note shall constitute an event of default under this Trust Deed (an "Event of Default").

b. Upon the occurrence of any Event of Default, at Beneficiary's option and in addition to any other remedy Beneficiary may have under the Note or any other Loan Document or at law or in equity or by statute, Beneficiary may declare all sums secured hereby immediately due and payable and elect to have the Property sold in the manner provided by law and set forth herein. In the event Beneficiary elects to sell the Property, Beneficiary or Trustee shall initiate foreclosure proceedings in the manner provided by law for sale of trust property. In the alternative, Beneficiary shall have the option to foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property, and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including reasonable attorney's fees and costs in such amounts as shall be fixed by the court. The Trustor's limited partner shall have the right, but not the obligation to cure any default hereunder.

c. Trustor shall surrender possession of the Property to the purchaser immediately after the sale of the Property as provided in Section 2.b. above, in the event such possession has not previously been surrendered by Trustor.

3. **Condemnation and Insurance Proceeds.**

a. Subject to the rights of any senior lien holders, Trustor hereby assigns to Beneficiary all of the rights, title, and interest which Trustor has or may have in and to (1) the proceeds of any award or claim for damages, including, without limitation, from insurance policies, in connection with any condemnation or other taking of or damage or injury to the

Property; and (2) all causes of action, whether accrued before or after the date of this Trust Deed, of all types for damages or injury to or in connection with the Property, or in connection with any transaction financed by funds secured by the Loan Document(s), including without limitation causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact (collectively, the "Claims"). Subject to the rights of any senior lien holders, any such proceeds assigned to Beneficiary shall be paid directly to Beneficiary. Subject to the rights of any senior lien holders, Beneficiary may at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof, and may join Trustor in adjusting any loss covered by insurance.

b. Notwithstanding any of the provisions set forth in Section 3.a. above, so long as no Event of Default has occurred and is continuing at the time of Beneficiary's receipt of the proceeds of the claims ("Proceeds") and no Event of Default occurs thereafter and remains uncured beyond all applicable notice and cure periods, Beneficiary shall apply the Proceeds in the following order of priority: First, to Beneficiary's expenses in settling, prosecuting or defending the claims if any; Second, to the repair or restoration of the Property; and Third, to Trustor if the repair or restoration of the Property has been completed, but to the Indebtedness in any order without suspending, extending or reducing any obligation of Trustor to make installment payments if the repair or restoration of the Property has not been completed.

4. **Hazard Insurance.** Trustor shall insure the Property now existing or to be placed thereon against loss by fire and any other hazards for which Beneficiary requires insurance in the amounts and for the periods necessary to adequately protect the value of the Property and Beneficiary's interest therein. Beneficiary shall be named an additional insured party in all such insurance policies.

5. **Effect of Foreclosure on Insurance Claims.** In the event of foreclosure of this Trust Deed, or other transfer of title to the Property to Beneficiary in extinguishment of the Indebtedness, any insurance policies then in force shall pass to the purchaser or grantee. Trustor hereby assigns, transfers, and sets over to Beneficiary all of its rights, title, and interest in and to any applicable claim under any insurance policy which has not been paid and distributed in accordance with the terms of this Trust Deed until after any such transfer of title. The insurance proceeds so paid shall be the property of Beneficiary and shall be paid to Beneficiary as payment on the Indebtedness to the extent not fully discharged. The balance, if any, shall belong to Trustor as its interests may appear. Notwithstanding the above, Trustor shall retain an interest in the insurance policies above described during any redemption period.

6. **Payment of Taxes and Assessments.** Trustor covenants and agrees to pay before they become delinquent all taxes, special assessments, water and sewer rents or assessments, and all other charges imposed by law upon or against the Property, ordinary and extraordinary, unforeseen and foreseen.

7. **Preservation of Lien Priority by Trustor.**

a. The lien of this Trust Deed is and will be maintained as a valid lien on the Property subordinate only to those liens or encumbrances previously consented to in writing by

Beneficiary. Trustor will keep and maintain the Property free from all liens of persons supplying labor and materials entering into the construction, modification, or repair of the Improvements and obtain bonds or other security required by Beneficiary in this respect. If any such lien is recorded against the Property, Trustor shall post a bond, as provided by statute, or discharge the same of record within sixty (60) days after such lien is recorded.

b. All property of every kind acquired by Trustor in connection with the Property after the date of this Trust Deed, which is required or intended to be subjected to the lien of this Trust Deed shall, immediately upon its acquisition and without any further conveyance, assignment, or transfer, become subject to the lien of this Trust Deed.

c. If any action or proceeding is instituted to evict Trustor or to recover possession of the Property or for any other purpose affecting this Trust Deed or the lien of this Trust Deed, Trustor shall deliver immediately to Beneficiary a true copy of all process, pleadings, and papers, however designated, served or received in such action or proceedings.

8. **Further Encumbrance or Sale.** Except as may be permitted under any other Loan Document, Trustor shall not voluntarily or involuntarily encumber, transfer, sell, convey, assign or otherwise dispose of the Property, or any portion thereof, without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld, conditioned, or delayed. Trustor shall reimburse Beneficiary for all costs and expenses, including without limitation reasonable attorneys' fees, incurred by Beneficiary in connection with its review of Trustor's request for Beneficiary's consent.

9. **Maintenance of Property.** Trustor shall not commit any intentional waste on the Property or take any actions or bring or keep any article on the Property or cause or permit any condition to exist on the Property which is prohibited by or could invalidate any insurance coverage carried on the Property. Trustor, in the use and operation of the Property, shall comply with all covenants and conditions, restrictions, agreements or other matters affecting the Property.

10. **Protection of Security.** Trustor shall perform all tasks reasonably necessary to protect the security and lien interest in the Property created by this Trust Deed as requested in writing by Beneficiary. Beneficiary may appear in and defend any action or proceeding involving or affecting the security of this Trust Deed. Trustor shall pay all costs and expenses, including reasonable attorney's fees, in any such action or proceeding in which the Beneficiary may appear.

11. **Non-Discrimination.** Trustor and all tenants, subtenants, licensees, contractors, agents and employees of Trustor will not discriminate against any person or group of persons on any unlawful basis in the construction, sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or any of the Improvements.

12. **Severability of Clauses.** If any term, covenant, condition, or provision of this Trust Deed or of the Loan Document(s) is held to be invalid, illegal, or unenforceable, the applicable document shall be construed without such provision.

13. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed effective when delivered or three days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, to the address given above or to such other addresses as may be furnished in writing for such purposes, with a copy to one additional person each, as specified herein:

To Beneficiary: Housing Trust Fund Program Manager
2001 South State Street, S2100
Salt Lake City, Utah 84190

With copy to: Civil Division Administrator
Salt Lake County District Attorney's Office
35 East 500 South
Salt Lake City, Utah 84111

To Trustor:

With copy to:

14. **Waiver.** Failure by Beneficiary to insist upon the strict performance of any provision of this Trust Deed or to exercise any right or remedy shall not constitute a waiver of Beneficiary's rights therein. No covenant, agreement, term, or condition in this Trust Deed and no breach thereof, may be waived, altered, or modified except in writing by Beneficiary.

15. **Inspection of Property.** Beneficiary and its authorized representatives may enter and inspect all portions of the Property upon reasonable notice and at all reasonable times.

16. **Binding Effect.** This Trust Deed shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, and assigns. If Trustor is now or is ever composed of more than one party, the obligations and warranties contained within and arising from this Trust Deed are and shall be joint and several as to each such party.

17. **Applicable Law.** This Trust Deed shall be governed by the laws of the State of Utah without giving effect to the choice of law provisions thereof. Trustor shall comply with all applicable federal, state, and local laws, statutes, ordinances, orders, rules, regulations, restrictions, and requirements.

18. **Indemnification.** Trustor shall indemnify, defend, and hold harmless the Beneficiary, its officers, agents, and employees from and against any and all loss, damage, injury, liability or claims of any kind, including claims for personal injury or death, damages to personal property and liens of workers or material providers, howsoever caused, resulting directly or indirectly from the performance of this Trust Deed or the Loan Document(s) by Trustor.

19. **Entire Agreement.** This Trust Deed and all of the other Loan Document(s), once executed, constitute the entire agreement between the parties and may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

20. **No Third Party Benefits.** This Trust Deed and the other Loan Document(s) are made for the sole benefit of Trustor and Beneficiary and their successors and assigns, and no other legal interest of any kind shall be created hereunder. Beneficiary shall have no obligation or liability of any kind to any third party by reason of any actions or omissions made pursuant to this transaction.

21. **Tax Credit Requirements.** Notwithstanding any provision in this Trust Deed or other documents evidencing the Loan, the Lender acknowledges that the Loan and this Trust Deed is subordinate to the requirements of Section 42(h)(6)(E) of the Internal Revenue Code pertaining to limitations on eviction of tenants and increases in rent for the three-year period following foreclosure.

22. **Defined Terms.** All capitalized terms used herein but not otherwise defined shall have the meanings given such terms in the Loan Documents.

IN WITNESS WHEREOF, Trustor has executed and delivered this Trust Deed as of the date first above written.

TRUSTOR:

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__ by _____, on behalf of the same.

Notary Public
My Commission Expires:

Exhibit A
(Property Description)

APPENDIX L: DEED RESTRICTION

WHEN RECORDED RETURN TO:

SALT LAKE COUNTY
2001 South State Street #S2100
Salt Lake City, Utah 84114
Attention:

Space Above This Line for Recorder's Use

DEED RESTRICTION

THIS DEED RESTRICTION ("Restriction") is made and effective as of ___ day of _____, 202__, by _____, ("Subrecipient"), for the benefit of SALT LAKE COUNTY, a body corporate and politic of the State of Utah, whose address is 2001 South State Street, #S2100, Salt Lake City, Utah 84114 ("County").

RECITALS

WHEREAS, Subrecipient owns certain real property and improvements located at _____, Salt Lake County, Utah, and as more specifically described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Subrecipient has caused or will cause certain housing units to be constructed on the Property;

WHEREAS, Subrecipient and County have entered into that certain Subaward Agreement (CC No. _____) dated _____, 202__, the terms and conditions of which are incorporated herein by this reference and made a material part of this Deed Restriction, a copy of which may be obtained from County at the address set forth above ("Agreement");

WHEREAS, pursuant the Agreement, County agreed to make a loan or grant to Subrecipient, on the condition that Subrecipient agreed to record against the Property a deed restriction in the form hereof;

NOW, THEREFORE, in consideration of the benefits to be derived by Subrecipient from the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of County, Subrecipient agrees as follows:

1. Recitals. The Recitals stated above are incorporated herein by reference and made a material part of this Deed Restriction.
2. Restriction. Subrecipient agrees that certain housing units on the Property, as specified in the Agreement, shall remain affordable, as defined in the federal rules and regulations governing the distribution of ARPA Fiscal Recovery Fund grants, and as more particularly described in the Agreement.

3. Nature of Restriction. The Restriction shall run with the land and shall be binding upon the successors, assigns and beneficiaries of Subrecipient.

4. Term. The term of this Restriction is for a period of twenty (20) years commencing on the date (hereinafter referred to as the “Commencement Date”) upon which the Subrecipient provides County with a Notice of Availability for Occupancy (as such term is defined in the Agreement). Subrecipient and County shall either record the Notice of Availability for Occupancy or shall enter into an amendment of this Restriction to memorialize such date. Upon the date that is twenty (20) years from the Commencement Date, this Restriction shall automatically terminate without need for any other documentation, notice or recorded material. Nevertheless, Subrecipient and County shall promptly cooperate together and take the actions and sign the documents that either of them deems necessary to terminate the Restriction and remove all record thereof from the title of the Property.

5. Enforcement. County may enforce this Restriction through any proceeding at law, and in equity, including specific performance, against Subrecipient or its successors or assigns, in the event of a violation or threatened violation of the Restriction. There are no intended third party beneficiaries of this Restriction.

SUBRECIPIENT:

By:

STATE OF UTAH)
 : ss.
COUNTY OF)

On the _____ day of _____, 202__, personally appeared before me, being by me, duly sworn, did say that s/he is the _____ licensed in the State of Utah, and that the foregoing instrument was signed by him/her on behalf of said _____ by authority of a Resolution and the said Manager acknowledged to me that said organization executed the same.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

Exhibit A
(Property Description)

APPENDIX M: PROMISSORY NOTE

SECURED PROMISSORY NOTE

\$000,000.00

Date: _____, 202__

FOR VALUE RECEIVED, the undersigned _____, a Utah
_____, whose address is, _____ UT 84
(Maker), promises to pay to the order of SALT LAKE COUNTY, a body corporate and politic of
the State of Utah, with an address of 2001 South State Street, S2100, Salt Lake City, Utah
84190, (together with its successors and assigns, "Holder"), in lawful money of the United States
of America, the principal sum of _____ Dollars (\$000,000.00).

1. Payment Terms. The aggregate amount of loan proceeds outstanding will be subject to annual repayment in the amount _____ Dollars. The principal balance, together with any unpaid accrued interest until the payment date, shall be due and payable in full on or before December 31, 20___. Maker shall have the right to prepay the entire principal sum hereof, or any part of the principal sum without penalty.

2. Interest. Interest shall accrue at the rate of ___ percent (--%) per annum, with an amortization of _____ () years. Any payment paid later than 10 days after its due date shall incur a late fee of five percent (5%) per month, compounded monthly.

3. Security Interest. This Promissory Note ("Note"), is secured by a certain Trust Deed, whereby Maker has pledged as security for repayment of this Note all of Maker's right to title and interest in certain property described in the Trust Deed. The Trust Deed describes the nature and extent of the security and the rights of Holder with respect to such security. This Note is also secured by that certain Deed Restriction, whereby Maker has pledged as security for the full and faithful execution of the Deed Restriction, all of Maker's right to title and interest in certain property described in the Deed Restriction. The Deed Restriction describes the nature and extent of the security and the rights of Holder with respect to such security.

4. Loan Agreement. This Note is made pursuant to that certain Subaward Agreement, (CC No. _____) dated _____, 202__, ("Subaward Agreement"). According to the Subaward Agreement, County received federal funds under section 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act (Public Law 117-2) (March 11, 2021) ("ARPA") ("Federal Award") to provide funding to combat and address the effects of the novel Coronavirus Disease 2019 ("COVID-19") within Salt Lake County. The funds for this loan come from ARPA Fiscal Recovery Fund and shall be advanced by Holder to Maker subject to the terms and conditions of the Subaward Agreement, this Note, the Trust Deed and Deed Restriction (the "Loan Documents"). Capitalized terms used herein but not otherwise defined shall have the meanings given such terms in the Subaward Agreement.

5. Default. The occurrence of any one or more of the following, at Holder's sole option, shall constitute a "Default" under this Note:

- A.** If the Maker voluntarily or involuntarily transfers, sells or assigns its right, title and interest in and to the real property, without the consent of the Holder, which consent shall not be unreasonably withheld, conditioned or delayed; or
- B.** If the Maker fails to make payments when due (subject to any notice and cure periods); or
- D.** If the Maker fails to pay any taxes due on the Property; or
- E.** If the Maker fails to comply with any material provision of the Loan Documents.

6. Nonperformance; Right to Cure. Maker shall be deemed to have failed to observe or perform any term, covenant, promise, or agreement under any Loan Document, if Maker has not cured said default within thirty (30) days following the receipt by Maker of notice, as set forth in Section 13 of this Note of such non-performance from Holder. Notwithstanding the foregoing, if the default cannot be reasonably cured within that thirty (30) day period, Maker shall not be in default so long as Maker commences to cure the default within that thirty (30) day period and diligently continues such cure until completed.

7. Remedies. The remedies of Holder shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Holder, and may be exercised as often as occasion therefore shall arise. Failure to exercise any right, remedy or recourse shall not be deemed a waiver or relinquishment of Holder's rights pursuant to the Loan Documents unless specifically waived in writing by Holder. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event. Upon the occurrence of a Default (not cured as provided above), Holder may, in addition to any other remedies set forth in the Loan Documents, or any remedies now or hereafter existing at law, in equity, or by statute, exercise any one or more of the following rights and remedies as it, in its sole discretion, may deem necessary or appropriate.

A. Possession. Subject to the rights of any senior lien holders, Holder may either, in person or by agent, with or without bringing any action or proceeding or by a receiver appointed by a court, and without regard to the adequacy of security, enter upon and take possession of the Property, or any part thereof, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or any part thereof; and, with or without taking possession of the Property, to sue for or otherwise to collect the rents, issues and profits thereof, including, without limitation, those past due and unpaid, and to apply the same, less costs and expenses of operation and collection, including, without limitation, attorneys' fees, to any obligations secured hereby, all in such order as Holder may determine.

B. Substitute Performance. Should the Default (not cured as provided above) include the failure of Maker to perform any of Maker's material obligations under the Loan Documents, including, without limitation, the obligation to pay any amount due to any person, corporation, partnership, other entity or any governmental agency when required, either Holder or Trustee, as identified in the Trust Deed, may, but shall not be obligated to, perform the same without notice to or demand upon Maker, without regard to the adequacy of its security and without prejudice to its right to declare a default hereunder. Any amounts so paid and all costs and expenses incurred by Holder or Trustee in connection with such payment or performance, including, without limitation, reasonable attorneys' fees, and any other amounts for which Maker is specifically obligated to reimburse Holder or Trustee or which Trustee or Holder is authorized to advance, pursuant to provisions hereof, shall be payable by Maker to Holder or Trustee on demand, with interest at the rate set forth in this Note from the date paid by Holder or Trustee, and shall be secured by this Note.

C. Power of Sale. Holder may exercise the power of sale as established by state law for the foreclosure of trust deeds, or, at Holder's option, in the manner provided by law for the foreclosure of mortgages on real property.

D. Acceleration. Notwithstanding contrary terms of payment stated within the Loan Documents, in the event of Default (not cured as provided above), Holder may declare immediately due and payable, without notice or demand, all monies advanced under this Note which are then unpaid, with all interest and sums accrued and all other obligations.

E. Specific Performance. Maker explicitly acknowledges that monetary damages will not make County whole, since the reason for the County in entering into the Loan Agreement is to provide low income housing to the citizens of Salt Lake County. Therefore, Maker agrees that County has the right to enforce the Loan Agreement through an action for specific performance from Maker and Maker's successors and assigns.

9. Attorneys' Fees. If one or more events of Default (not cured as provided above) shall occur (or any act which with notice or passage of time or both would constitute a Default) under this Note, Maker promises to pay all collection costs, including but not limited to all reasonable attorneys' fees, court costs, and expenses of every kind incurred by Holder in connection with such collection or the protection or enforcement of any or all of the security for this Note, whether or not any lawsuit is filed with respect thereto.

10. Waiver. Maker hereby waives all valuation and appraisal privileges, presentment and demand for payment, protest, notice of protest and nonpayment, dishonor and notice of dishonor, bringing of suit, lack of diligence or delays in collection or enforcement of this Note and notice of the intention to accelerate, the release of any liable party, the release of any security for the debt, and any other indulgence or forbearance, and is and shall be directly and primarily liable for the amount of all sums owing and to be owed hereon, and agrees that this Note and any or all payments coming due hereunder may be extended or renewed from time to time without in any way affecting or diminishing Maker's liability hereunder.

11. Severability. If any provision of this Note or any payments pursuant to the terms hereof shall be invalid or unenforceable to any extent, the remaining provisions of this Note and any other payments hereunder shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

12. Governing Law. This Note shall be governed by and construed under the laws of the State of Utah without giving effect to the choice of law provisions thereof.

13. Notices. All notices, approvals, consents, requests and demands upon the respective parties hereto shall be in writing and shall be deemed to have been given or made when delivered or three days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, to the addresses given above or to such other addresses as may be furnished in writing for such purposes, with a copy to one additional person each, as specified herein:

To Holder: Housing Trust Fund Program Manager
2001 South State Street, S2100
Salt Lake City, Utah 84190

With copy to: Civil Division Administrator
Salt Lake County District Attorney’s Office
35 East 500 South
Salt Lake City, Utah 84111

To Maker:

With copy to:

IN WITNESS WHEREOF, Maker has executed and delivered this Note as of the date first above written.

MAKER:

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__ by _____, on behalf of the same.

Notary Public
My Commission Expires: