

SUBCONTRACTOR'S AGREEMENT

THIS AGREEMENT entered into this 4 day of August, 2016, by and between Tooele County, a body politic of the State of Utah, hereinafter referred to as "Contractor," and the Wasatch Front Regional Council, a non-profit corporation organized under the laws of the state of Utah, hereinafter referred to as "Subcontractor."

WITNESSETH:

WHEREAS, Contractor will enter into a Contract Agreement with the Utah Department of Workforce Services, Housing and Community Development Division, hereinafter referred to as the "Block Grant Agreement," and

WHEREAS, Contractor desires to subcontract with Subcontractor to provide services as outlined in the Block Grant Agreement, Attachment D, Scope of Work, and

WHEREAS, the Subcontractor desires to perform the services for Contractor as outlined in the Scope of Work, upon the following terms and conditions,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Subcontractor agrees to abide by all of the terms and conditions and perform all of the responsibilities and obligations called for in the Scope of Work identified in the Block Grant Agreement. A copy of said Scope of Work and Block Grant Agreement is incorporated herein and, by this reference made a part hereof, is attached to this Agreement.
2. Contractor hereby agrees to pay to Subcontractor \$50,000 that it receives under the Block Grant Agreement, and shall make available all rights, privileges and responsibilities Contractor may have under the Block Grant Agreement, subject to Subcontractor's full performance of the terms and conditions hereof.
4. Subcontractor acknowledges that Contractor, as a condition of receiving a block grant under the Block Grant Agreement, has agreed to hold the state of Utah harmless from such claims, damages, loss or injury as the state may suffer in the event Contractor fails to comply with the terms of the Block Grant Agreement. Recognizing that default by Subcontractor in performance of the terms and conditions of this Agreement may result in default by Contractor in its obligations to state of Utah under the Block Grant Agreement, Subcontractor hereby agrees to hold Contractor harmless from any and all such claims, damages, loss, or injury as Contractor may suffer as a result of Subcontractor's failure to comply with the terms and conditions of this Agreement.

WHEREFORE, the parties have signed this Contract the day and year first above written.

CONTRACTOR

By: Wade B. Bitner

Printed Name WADE B. BITNER

Title: COMMISSION CHAIRMAN

WITNESS:

By: Scott Brzanski

Printed Name: SCOTT BRZANSKI

Title: TOOLE COUNTY ATTORNEY

SUBCONTRACTOR

By: Andren Gruber

Printed Name: Andren Gruber

Title: Executive Director

WITNESS:

By: Sam Klemm

Printed Name: Sam Klemm

Title: CDBG Program Manager

ATTACHMENT D

SCOPE OF WORK Wasatch Front Regional Council 2016 CDBG Program Year

PLANNING – Total Budget \$23,000			
Outcomes	Measurements	Budget	Activities
<i>Goal 1. Identify and Prioritize Local Needs.</i> The Consolidated Plan will be effective in identifying and prioritizing local needs to create optimal outcomes.	2-5 year outlook in the “needs” component for funding (except for unforeseeable needs).	\$8,000	<ol style="list-style-type: none"> 1. Work to ensure Capital Investment Plans are longer term. 2. Work to involve all member cities/counties, public service agencies, and other interested persons. 3. Promulgate plan to ensure community input and awareness.
<i>Goal 2. Address Federal and State Requirements and Priorities.</i> Produce the regional portion of the Consolidated Plan so that it meets HUD requirements and addresses state and federal priorities.	Plan meets state and federal requirements.	\$10,000	<ol style="list-style-type: none"> 1. Work with HCD to ensure required elements of the Plan are understood and complete. 2. Utilize HUD and HCD websites as resources. 3. Work to ensure the demographic and statistical housing, community, and economic development information is up to date.
<i>Goal 3. Rating and Ranking-Based on Consolidated Plan.</i> Ensure that the rating and ranking reflects the priorities established in the Consolidated Plan.	Rating and Ranking Criteria are reviewed annually to improve outcomes. Needs exist in plan 2-5 years prior to funding (except unforeseeable needs). Plan meets State and Federal requirements.	\$5,000	<ol style="list-style-type: none"> 1. Update Criteria to improve outcomes and meet the region’s needs. 2. Ensure that the Consolidated Plan is relevant, up to date, and meets requirements.

ATTACHMENT D – CONTINUED

ADMINISTRATION – Total Budget \$27,000			
Outcomes	Measurements	Budget	Activities
<p><i>Goal 1. Program Awareness.</i> Create awareness among local governments about the CDBG program and its potential uses and limits.</p>	<p>The State will conduct a survey of local governments to find out their level of awareness regarding the CDBG program.</p>	<p>\$8,000</p>	<ol style="list-style-type: none"> 1. Promulgate CDBG information to help ensure program awareness, i.e. post information on the WFRC website. 2. Target and distribute information to eligible entities within the region. 3. Work to ensure interested entities understand the program and process.
<p><i>Goal 2. Applications Meet Necessary Requirements.</i> Ensure that quality applications are submitted that meet program requirements.</p>	<p>Applications are complete and accurate. Projects meet basic qualifying requirements.</p>	<p>\$13,000</p>	<ol style="list-style-type: none"> 1. Offer general assistance to any eligible entity. 2. Conduct how to apply workshops and ensure applicants understand the application process. 3. Assist applicants in making quality applications.
<p><i>Goal 3. Transparent Rating and Ranking Process.</i> Ensure that a transparent, objective, and quantifiable rating and ranking process is developed, applied and reviewed annually to improve outcomes.</p>	<p>Rating and ranking criteria and process is objective, quantifiable and includes state criteria.</p>	<p>\$6,000</p>	<ol style="list-style-type: none"> 1. Work to ensure RRC understands the program and their role. 2. Provide administrative support to the RRC 3. Work with RRC to create Criteria that meet local and state requirements and needs.