

#8



Tooele County Council Agenda Item Summary

Department Making Request:

Roads

Meeting Date:

Sept 7

Item Title:

Agreement with Dept. of Workforce Services 22-DWS-0048

Summary:

This sub-award is a grant to fund road improvements.

For the Tooele County community of Terra, the proposed project is to install 3" of PG 64-28 asphalt on the existing residential dirt roads. These roads will provide all weather / all season access for emergency vehicles as well as public and private services such as school buses, garbage trucks, and package deliveries. The roads are 20 feet wide, and the the project is 1.5 miles long (7,920 ft). The project also requires the installation of 5 culverts for water runoff and erosion control. The affected roads are Sunset Lane, Terra Park Street, Valley View Street, Park Street, Mountain View Street, East Center Street, and First Street.

HUD Matrix Code 03K Street Improvements \$250,000



CONTRACT

DEPARTMENT OF WORKFORCE SERVICES (DWS)
HOUSING AND COMMUNITY DEVELOPMENT DIVISION (HCD)
140 East 300 South, Salt Lake City, UT 84111

CONTRACT NO. 22-DWS-0048	
CFDA#: 14.228	CFDA Title: Community Development Block Grant Program
FEDERAL AGENCY: U.S. Department of Housing and Urban Development	
FAIN (Federal Award Identification #): B-21-DC-49-0001	FEDERAL AWARD DATE: Pending
PARA Required?: Yes	

1. PARTIES: This contract is between the Department of Workforce Services, referred to as the STATE, and the following CONTRACTOR: Tooele County

For the STATE, CONTRACT OWNER and contact information: Jennifer Domenici, jdomenici@utah.gov
For the CONTRACTOR, contact person and contact information: Daniel Walton, dwalton@tooeleco.org
CONTRACTOR'S business address and main phone number:
47 South Main Street
Tooele, UT 84074
(435) 843-3150

CONTRACTOR'S DUNS # 094650249 CONTRACTOR'S VENDOR # 50542J

CONTRACTOR has a Federal NICRA? No Rate 0.00% OR de Minimis? No

2. TYPE OF CONTRACT: Sub-award

3. GENERAL PURPOSE OF CONTRACT:

This sub-award is a grant to fund road improvements

4. CONTRACT PERIOD: Commencing on 07/01/2021 and terminating on 12/31/2022

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$250,000.00, pursuant to the budget attached hereto as Attachment C

6. ATTACHMENTS:

ATTACHMENT A - PROVISIONS FOR HOUSING AND COMMUNITY DEVELOPMENT DIVISION AGREEMENTS
ATTACHMENT B - PROGRAM TERMS AND CONDITIONS (CDBG)
ATTACHMENT C - BUDGET
ATTACHMENT D - SCOPE OF WORK
ATTACHMENT E - FEDERAL FUNDING ASSURANCES AND CERTIFICATIONS
ATTACHMENT F - FEDERAL SUBAWARD FUNDING AND REPORTING REQUIREMENTS

7. STATE FISCAL YEAR BILLING DEADLINE

DWS must receive proper billing for expenditures incurred up to and including June 30 no later than July 15 of the same year, due to the DWS fiscal year end. Billings submitted after this date may be denied.

SIGNATURES AND ACKNOWLEDGEMENTS

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and certify that they are authorized to legally bind their respective organizations.

CONTRACTOR

APPROVED:

Tooele County

Organization Name

By: James A Welch

James A Welch (Aug 20, 2021 11:24 MDT)

Signature

08/20/2021

Date

Tooele County Manager

Title

STATE

APPROVED:

HOUSING & COMMUNITY DEVELOPMENT DIVISION

By: Nathan McDonald

Nathan McDonald (Aug 27, 2021 13:35 MDT)

Casey Cameron, Executive Director

08/27/2021

Date

UTAH STATE DIVISION OF FINANCE:

Processed by Finance

Processed by Finance (Aug 27, 2021 13:58 MDT)



ATTACHMENT A
PROVISIONS FOR HOUSING AND COMMUNITY DEVELOPMENT DIVISION AGREEMENTS

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- a) "Confidential information" means information that is classified as Private or Protected, or otherwise deemed as confidential under applicable state and federal laws, including but not limited to the Government Records Access and Management Act (GRAMA) Utah Code 63G-2-101 et seq. The State Entity reserves the right to identify, during and after this Contract, additional information that must be kept confidential under federal and state law.
- b) "Contract" means the Contract Signature Pages, attachments, and documents incorporated by reference.
- c) "Contract Signature Pages" means the State cover pages that the State Entity and Contractor sign.
- d) "Contractor" means the individual or entity identified on the Signature Page, and includes grantees, sub-recipients, loan recipients, and each of their agents, officers, employees, volunteers, contractors, and partners.
- e) "Services" means the furnishing of labor, time, and effort by Contractor pursuant to this Contract. Services include, but are not limited to, any deliverables, supplies, equipment, commodities, and professional services required in accordance with this Contract.
- f) "Proposal" means Contractor's response to the State Entity's Solicitation.
- g) "Solicitation" means the documents and process used by the State Entity to obtain Contractor's Proposal.
- h) "State Entity" means the Department, Division, Office, Bureau, Agency, Board or other organization identified on the Contract Signature Pages.
- i) "State" means the State of Utah, including its officers, employees, agents, and authorized volunteers.
- j) "Subcontractors" means a person or entity under contract with the Contractor or another subcontractor to perform any services, including Contractor's manufacturers, distributors, and suppliers.

2. CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE: This contract is governed by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. LAWS AND REGULATIONS: The Contractor shall ensure that all supplies, services, equipment, and construction furnished under this contract complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Contractors receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).

4. RECORDS ADMINISTRATION: The Contractor shall maintain all records necessary to properly account for the payments made pursuant to this Contract. The records shall be retained by the Contractor for at least six years after the Contract terminates, or until all audits initiated within the six years, have been completed, whichever is later. The Contractor and any subcontractors shall allow State and Federal auditors, and State Entity Staff or their designees access to all records related to this Contract at no additional cost for audit, inspection, and monitoring of services, and shall allow interviews of any employees or others who might have information related to such records. Such access will be during normal business hours, or by appointment.

5. FINANCIAL REPORTING: Contractor must annually inform the State Entity in writing whether it is a nonprofit corporation and if so, whether it: (i) met or exceeded the dollar amounts listed in Utah Code 51-2a-201.5 in the previous fiscal year; and (ii) anticipates meeting or exceeding the dollar amounts listed in Utah Code: 51-2a-201.5 in the fiscal year the money is disbursed. Each nonprofit corporation and local entity shall comply with applicable provisions of Utah Code Title 51 Chapter 2a.

6. CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

7. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and has no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding, and shall not perform any acts as agent for the State. Persons employed by or through the Contractor shall not be deemed to be employees or agents of the State and are not entitled to the benefits associated with State employment.

8. CONTRACTOR RESPONSIBILITY: Contractor shall comply with all Contract terms and is the sole point of contact with the State. Contractor shall incorporate the terms of this Contract into every subcontract relating to this Contract. Contractor is responsible for Subcontractors' compliance with this Contract.

9. INDEMNITY: Contractor is fully liable for the acts and omissions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs arising out of Contractor's performance of this Contract to the extent caused by caused by any omission, intentional act or negligent act of Contractor, its agents, employees, officers, partners, volunteers, or Subcontractors, without limitation. Contractor is not required to indemnify the State for that portion of any claim, loss, or damage arising due to the sole fault of the State Entity.

10. EMPLOYMENT PRACTICES: The Contractor shall abide by all State and Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e); Executive Order No. 11246; 45 CFR 90; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; as each may be amended.

11. DEBARMENT: The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract, by any governmental entity. The Contractor must notify the State Entity within ten days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Contract period.

12. TERMINATION: This contract may immediately be terminated with cause in advance of the expiration date, upon written notice being given by the other party. The party in violation may be given ten working days after notification, unless a longer cure period is authorized in writing, to correct and cease the violations, after which the Contract may immediately be terminated for cause. This Contract may be terminated without cause, in advance of the expiration date, upon thirty calendar days prior written notice being given the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. Contractor's sole remedy for any claims relating to termination is payment for Services properly performed up to the date of termination.

13. NONAPPROPRIATION OF FUNDS, OR CHANGES IN LAW:

13.1 Upon thirty days written notice, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State determines that a change in legislation or law materially affects the ability of either party to perform under the contract.

13.2 Upon thirty days written notice, this Contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State determines that a change in available funds affects the State Entity's ability to pay under the Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding as a result of a legislative act or order of the President or the Governor.

13.3 If a notice is delivered under paragraph 13.1 or 13.2 the State will pay the Contractor for services properly performed up to the date specified in the written notice. The State is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of notice. Contractor's sole remedy for any claims relating to non-appropriation is payment for Services properly performed up to the date of termination.

14. WARRANTY: Contractor warrants, represents and conveys full ownership and clear title to the goods provided under this Contract. Contractor warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Contract shall be new and free from defects; (c) goods and services perform according to all claims that Contractor made in its Response; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Contractor's Response; (f) goods are designed and manufactured in a commercially reasonable manner; and (g) goods create no harm to persons or property. Contractor shall warrant and assume responsibility for all goods that it sells to the State under this contract for a period of one year, unless a longer period is specified elsewhere in this contract. Contractor acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this contract. Product liability disclaimers and warranty disclaimers are not applicable to this contract. Remedies available to the State include but are not limited to: Contractor will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.

15. PAYMENT: Payments will be made within sixty days after a correct invoice is received. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within thirty days after the termination or expiration of this Contract, shall release the State from all claims and all liability to the Contractor. Notwithstanding the previous statement, no protest may be filed later than July 15 for any contract terminating or expiring June 30th. Payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any claims that the State may have against Contractor. If this Contract is funded in whole or in part by federal funds, then federal regulations supersede Attachment A to the extent of any conflict, including but not limited to completion of a pre-award risk assessment and certifications pursuant to 2 CFR 200.415. If travel expenses are permitted by the Solicitation, the authorized travel costs will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction. Contractor is solely responsible for the payment of all applicable taxes relating to payments received from the State for the Services.

16. INTELLECTUAL PROPERTY:

16.1 The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other. Unless agreed upon by the parties in writing, all materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this contract shall be considered work made for hire, and Contractor shall transfer ownership to the State Entity.

16.2 Contractor warrants that it does not and will not infringe on any copyrights, patents, trade secrets, or other propriety rights. Contractor will indemnify the State and hold the State harmless from and against all damages, expenses, attorney's fees, claims, judgments, liabilities, and costs in any claim brought against the State for infringement

17. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, transfer, subcontract responsibilities under this contract, in whole or in part, without the prior written approval of the State Entity. Contractor shall require each subcontractor, transferee and assignee to agree in writing to comply with the terms of this Contract.

18. UNUSED FUNDS: Any funds paid by the State that are not appropriately used as authorized by this Contract must immediately be returned to the State.

19. INELIGIBLE EXPENSES: Contractor expenditures determined by the State Entity to be ineligible for reimbursement because they were not authorized by the Contract or are inadequately documented, and for which payment has been made shall be immediately refunded to the State. The State may withhold subsequent payments under this or other Contracts until the recoupment of overpayments is made.

20. PUBLIC INFORMATION: This Contract, related pricing documents, and invoices are public documents available for distribution in accordance with the Government Records Access and Management Act (GRAMA). Contractor shall comply with GRAMA (UC 63G-2-309) to request a "protected" classification for a record or portion of a record, which may be granted in the sole discretion of the State.

21. PROCUREMENT ETHICS: Contractor shall not give or offer any compensation, gratuity, contribution, loan, reward, or promise to any person in any official capacity relating to the procurement of this Contract. Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

22. REMEDIES: Either of the following events constitute default: (i) Contractor's non-performance of a contractual obligation; or (ii) Contractor's breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten-day period in which Contractor will have an opportunity to cure. Time allowed for cure will not reduce Contractor's liability for damages. If the default remains after the cure period, the State Entity may: (i) exercise any remedy provided by law or equity; (ii) immediately terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future Contracts from the State; and (v) demand a full refund of payments for services that do not conform to this Contract.

23. FORCE MAJEURE: Neither party to this contract will be held responsible for unforeseeable, unavoidable delay or default caused by natural disaster, riot, war, or similar events not caused by the party claiming force majeure. The State may terminate this Contract after determining such delay or default will prevent successful performance of the Contract..

24. CONFLICT OF TERMS: All Contract terms must be in writing and attached to the Contract. In the event of conflict, the order of precedence is: 1) Attachment A: Housing and Community Development Division; 2) Contract Signature Pages; 3) Attachment B: Program Terms and Conditions; 4) Budget; 5) Scope of Work; 6) Additional attachments and documents specifically incorporated by reference; and 7) Contractor's Proposal. Any provision attempting to limit the liability of Contractor or limit the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

25. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the parties in accordance with the Utah Procurement Code. Each amendment shall be attached to this Contract after execution. Automatic renewals are prohibited.

26. INSURANCE Contractor shall maintain:

- i. Commercial general liability insurance from an insurance company authorized to do business in the State. The limits of this insurance will be no less than one million dollars per person per occurrence and three million dollars aggregate;
- ii. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State if Contractor may use a vehicle in the performance of Services. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be one million dollars per occurrence, combined single limit.

iii. Contractor shall maintain higher insurance limits and any other insurance policies as required in the Solicitation;
iv. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed; and
v. For licensed professionals, professional liability insurance from an insurance company authorized to do business in the State. The limits of this insurance will be no less than one million dollars per person per occurrence and three million dollars aggregate;

Contractor shall add the State as an additional insured with notice of cancellation. Contractor shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Contract award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Contract and may result in immediate termination.

27. CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM: The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah. 1. Contractor certifies, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State in accordance with applicable immigration laws. 2. Contractor shall require each of its Subcontractors to certify by affidavit, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State in accordance with applicable immigration laws. 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.

28. SUSPENSION OF WORK: If the State Entity determines, in its sole discretion, to suspend Contractor's responsibilities but not terminate this Contract, it shall issue a written notice. Contractor's responsibilities will be reinstated upon written notice from the State Entity. Contractor's sole remedy in the event it objects to a suspension is to terminate the contract without cause.

29. MONITORING: The State Entity may, at any time, inspect the Services. If Contractor delivers nonconforming Services, the State Entity may at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or re-perform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs

30. TIME OF THE ESSENCE: Services shall be completed by the deadlines stated in this Contract. For all Services, time is of the essence. Contractor is liable for all damages to the State Entity, the State, and anyone for whom the State may be liable as a result of Contractor's failure to timely perform the Services.

31. EVALUATIONS: The State Entity may conduct reviews, including but not limited to:

31.1: PERFORMANCE EVALUATION: A performance evaluation of Contractor's and Subcontractors' work.

31.2: REVIEW: The State Entity may perform plan checks, plan reviews, other reviews, and /or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

32. STANDARD OF CARE: Contractor and Subcontractors shall perform in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, including the type, magnitude, and complexity of the Services. Contractor is liable for claims, liabilities, additional burdens, penalties, damages, or third-party claims, to the extent caused by the acts, errors, or omissions that do not meet this standard of care.

33. CONFIDENTIALITY: Contractor shall ensure that its agents, officers, employees, partners, volunteers and Subcontractors keep all Confidential Information strictly confidential. Contractor shall immediately notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information. Contractor is responsible for any breach of confidentiality, including any required remedies and notifications. Upon termination or expiration of this Contract, Contractor will return all Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall survive the termination or expiration of this Contract.

34. PUBLICITY: Contractor shall submit in writing to the State Entity for pre-approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to approve the advertising and publicity. The State Entity shall respond in writing.

35. CONTRACT INFORMATION: Contractor shall provide name and contract information regarding job vacancies to the State Department of Workforce Services in compliance with UC 35A-2-203. This information shall be provided to the Department of Workforce Services for the duration of this Contract.

36. WAIVER: A waiver of any right, power or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. The State does not waive its sovereign or governmental immunity.

37. ATTORNEY'S FEES: In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

38. DISPUTE RESOLUTION: Prior to commencing a judicial proceeding, the parties agree to participate in the good faith negotiation or non-binding mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or experts to assist in the resolution of a dispute. If the State Entity appoints any experts, the State Entity and Contractor shall cooperate in providing information and documents to the experts

39. SURVIVAL OF TERMS: Termination or expiration of this Contract shall not extinguish or prejudice the right to enforce this Contract with respect to any default or defect in the Services. The following provisions will survive termination or expiration of the Contract: Definitions; Contract Jurisdiction, Choice of Law and Venue; Laws and Regulations; Records Administration; Remedies, Dispute Resolution, Indemnity; Payment; Intellectual Property; Unused Funds; Ineligible Expenses; Public Information; Conflict of Terms; Confidentiality; and Publicity.

40. SEVERABILITY: The invalidity or unenforceability of any provision, term or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

41. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

42. ANTI-BOYCOTT STATE OF ISRAEL STATEMENT: Contractor certifies it is not currently engaged in a boycott of the State of Israel and shall not engage in a boycott of the State of Israel during the contract period. A boycott of the State of Israel means refusing to deal, terminating business activities, or limiting commercial relations targeting the State of Israel and companies or individuals doing business in or with the State of Israel or companies authorized by, licensed by, or organized under the laws of the State of Israel. This does not apply to contracts with a total value of less than \$100,000 or a company that has fewer than 10 full-time employees. (See the Utah Anti-Boycott Israel Act, Utah Code 63G-27-101 et seq.)

ATTACHMENT B
Program Terms and Conditions
Community Development Block Grant (CDBG)

1. MONITORING: The State may conduct one or more site visits to monitor Contractor's performance in providing services and facilities. Criteria to be used in monitoring performance includes compliance with this agreement and the Federal and State objectives established for the Small Cities Community Development Block Grant Program (CDBG) as specified in Title I of the Housing and Community Development Act of 1974 as amended and the "Utah Community Development Block Grant Grantee Handbook."

2. CRITERIA DOCUMENTATION: The Contractor shall collect and analyze data pertaining to the manner in which work performed under this contract has (or will) met the following CDBG National Objective:

- a) Benefit low and moderate income families;
- b) Aid in the prevention or elimination of slums or blight; and/or
- c) Meet other urgent community development needs when existing conditions pose a serious and immediate threat to the health or welfare of the community.

3. ASSURANCES THAT OTHER SOURCES OF PROJECT FUNDS ARE SECURED: The Contractor, prior to the commencement of expenditures authorized by this agreement, shall provide to the State evidence that other sources of funds to be used for work described in the Scope of Work (if any) have been secured and are immediately available to the Contractor to perform the services and construct the facilities described herein.

4. REQUIRED REPORTING OF FINANCIAL PERFORMANCE: In accordance with 2 CFR 200.501, Audit Requirements, a non-Federal entity that expends \$750,000 or more in total Federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed. Determining the amount of Federal funds expended is based on actual cash spent, not notice of an award or execution of this or any other contracts. Recipients that expend less than the Federal assistance threshold are exempt from the Single Audit requirement; however, the recipient's financial records shall be available for review, monitoring or audit by the Federal granting agency, the Department of Workforce Services, the State of Utah, any pass-thru entity and the General Accounting Office. Recipients shall confirm in writing that their expenditure of Federal funds did not exceed the designated threshold in the appropriate fiscal year. The audit shall be submitted to the Utah State Auditor's Office no later than six (6) months after the end of the recipient's fiscal year.

5. SERVICES AND PROJECT REPORTING REQUIREMENTS: The Contractor shall supply the activities specified in the Scope of Work and comply with Federal regulations pertaining to the Small Cities Community Development Block Grant Program. Contractor shall submit a performance report to the State in a format designed by the State including the information described in paragraph 2 (above).

6. IMPOSITION OF FEES: Contractor will not impose any fees for services rendered in connection with this contract.

7. GENERATION OF PROGRAM INCOME: Contractor may retain program income only if (1) such income was realized after the initial disbursement of the funds received by Contractor, (2) Contractor satisfactorily demonstrates that the program income will be applied to continue the activity from which income was derived, and (3) State gives explicit written permission to retain and use the income.

8. PAYMENT WITHHOLDING: The reporting and record keeping requirements are a material element of performance and if, in the sole opinion of the State, Contractor's record-keeping or reporting are not conducted in a timely and satisfactory manner, the State may withhold part or all of the payments under this contract until, in the sole opinion of the State, such deficiencies have been remedied. The State shall promptly notify the Contractor in writing of the reasons for the denial and of the actions that the Contractor will need to take to bring about the release of withheld payments.

In addition, the State will retain the final five percent of the total grant amount until the State completes project monitoring. If any areas of non compliance with this Contract or CDBG regulations are noted, the State reserves the right to refuse the grantee's request for final grant payment until satisfactory evidence of compliance is submitted.

9. PROJECT DEADLINES: Contractors who have not expended 90 percent of contract funds 30 days prior to the end of the contract period may request an extension of the contract termination date in order to allow adequate time for the monitoring review to occur, any subsequent corrections to be made and final draw down of funds to occur. Requests for construction contract extensions beyond December 31 will be denied unless Contractor has met the following milestones:

- HUD Environmental Review Record (ERR) -Completed and approved prior to July 31 of the first year of the Contract
- Engineering design and bid-Ready with specifications completed by December 31 of the first year of the Contract
- Advertisements for bids-Published prior to March 31
- Bid award-Issued by April 30
- Notice to proceed-Issued by May 31

If Contractor fails to meet any deadline, the State may choose to terminate the Contract and will provide Contractor a 45-day notice of termination. The Contractor may appeal termination notices, but not terminations. Appeals must be made in writing within 10 calendar days following the receipt of the notice of termination. The CDBG Policy Committee will arbitrate appeals. The Contractor does not need to attend the policy committee meeting and decisions can be made based on evidence submitted in telephone polls, conference calls, faxes and email. Non-construction projects may be extended on a case-by-case basis by the State CDBG program staff.

10. CHANGES IN PROJECT BUDGET, DESIGN OR LOCATION: The Contractor shall notify the State and receive State's written approval, in amendment form, prior to implementing any change in program budget (Attachment C) or Scope of Work (Attachment D).

11. CONTRACT RENEWAL: The State may, in its sole discretion, renew this Contract with additional conditions, or opt to not renew this contract.

12. RELATED PARTIES: The Contractor shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc. to related parties for contract expenses without the prior written consent of State. Disbursements by the Contractor to related parties made without prior approval may be disallowed and may result in an overpayment assessment. "Related Parties" for the purposes of this Contract shall mean organizations/persons related to the Contractor by any of the following: blood, marriage, one or more partners in common with Contractor, one or more directors or officers in common with Contractor, or more than 10 percent common ownership (direct or indirect) with Contractor.

13. LABOR STANDARDS COMPLIANCE: The Contractor shall submit evidence of compliance with: (1) the Davis-Bacon Act of 1931, (2) the Copeland "Anti-Kickback" Act; and (3) the Contract Work Hours and Safety Standard ACT (CSHSSA).

14. ENVIRONMENTAL REVIEW COMPLIANCE: The Contractor shall comply with the National Environmental Policy Act of 1969 as amended, Title 1 of the Housing and Community Development Act of 1974 as amended, the Environmental Review Procedures of the Community Development Block Grant Program at 24 CFR Part 58, and the Housing and Community Development Amendments of 1981 as amended. Recipients and participants may not commit HUD or non-HUD assistance to the project prior to receiving environmental clearance from the State and state contract execution. Funds committed and costs incurred prior to the project receiving environmental clearance will not be reimbursed and will result in the termination of the contract.

15. LEAD-BASED PAINT: The Contractor shall comply with 24 CFR Part 35 (Lead-Based Paint Poisoning Prevention in Certain Residential Structures), 42 USC Ch. 63A (Residential Lead-Based Paint Hazard Reduction Act of 1992) as amended, and 40 CFR Part 745 (Renovation Repair & Painting).

16. PAYMENT OF THIS CONTRACT: Payment is conditioned upon the Contractor's:

- a. Submission of an environmental review record (ERR) in compliance with the National Environmental Policy Act (NEPA) and 24 CFR Part 58 prior to any obligation or commitment of funds (see CDBG Grantee Handbook).
- b. Submission of acceptable documentation specifying the definite commitment of all additional funds necessary for completion of this project as detailed in the Contract Budget, Attachment C.
- c. Submission of satisfactory evidence that activities specified in the Scope of Work, Attachment D, have been completed.

17 CONTINUING RESOLUTIONS: In the event that funding for this program is provided through Federal Continuing Resolution, the State shall be responsible to expend only those funds actually provided to the State by Continuing Resolution and is under no further obligation to Contractor or any subcontracted entity to fulfill the financial obligation until such time as additional funding is provided by a grant appropriation or continuing resolution. The State may determine the method for distributing and expending funds provided by Federal Continuing Resolution.

18. SECTION 3 COMPLIANCE: The Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135) and ensure that employment and other economic opportunities generated by the Community Development Block Grant program, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low (80 % AMI) and very low-income (50 % AMI) persons.

(Revised November 15, 2019)

**ATTACHMENT C
BUDGET**

Budget Per Year

Year	Budget Category	CDBG Funds	Other Funds	Total
2021	Administration	\$0.00	\$3,000.00	\$3,000.00
2021	Engineering	\$0.00	\$2,500.00	\$2,500.00
2021	Construction	\$250,000.00	\$143,984.00	\$393,984.00
		\$250,000.00	\$149,484.00	\$399,484.00

**ATTACHMENT D
SCOPE OF WORK**

For the Tooele County community of Terra, the proposed project is to install 3" of PG 64-28 asphalt on the existing residential dirt roads. These roads will provide all weather / all season access for emergency vehicles as well as public and private services such as school buses, garbage trucks, and package deliveries. The roads are 20 feet wide, and the the project is 1.5 miles long (7,920 ft). The project also requires the installation of 5 culverts for water runoff and erosion control. The affected roads are Sunset Lane, Terra Park Street, Valley View Street, Park Street, Mountain View Street, East Center Street, and First Street.

HUD Matrix Code 03K Street Improvements \$250,000

ATTACHMENT E FEDERAL FUNDING ASSURANCES and CERTIFICATIONS

In order to meet the specific requirements of the Housing and Urban Rural Recovery Act of 1983, which amends the Housing and Community Development Act of 1974, the following certifications must be completed by every Grantee.

1. ACQUISITION, RELOCATION AND ANTIDISPLACEMENT

I certify that all real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. I further certify that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification adopted by this agency on 7/7/2015.

2. CIVIL RIGHTS and FAIR HOUSING

I certify that the CDBG grant will be conducted and administered in accordance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42USC 3601-3619) and implementing regulations.

3. ARCHITECTURAL BARRIERS

I certify that the CDBG program will be conducted in accordance with Architectural Barriers Act of 1968, as amended (42 USC 4151), and Section 504 of the Rehabilitation Act of 1973, as amended (28 USC 792), and the Americans with Disabilities Act of 1991.

4. CITIZEN PARTICIPATION

I certify that opportunities have been provided for citizen participation, hearings, and access to information comparable to the requirements of Title I HCD Act 104(a)(2). Specific information regarding this requirement (publications, notices) can be found in the grantee's application file.

5. PROGRAM COSTS RECOVERY

I certify that as a CDBG Grantee I will not attempt to recover the costs of any public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low and moderate income persons unless: (1) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding, or (2) for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient CDBG funds to comply with the provision of (1) above.

6. EXCESSIVE FORCE CERTIFICATION

I certify that as a CDBG Grantee I will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within my jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101 144, (the 1990 HUD Appropriations Act.). I will also adopt a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within our jurisdiction.

7. PROHIBITION AGAINST LOBBYING CERTIFICATION

I certify that:

(1) No federally appropriated funds will be paid, by or on behalf of the undersigned, to any person for the 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, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds are 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) I certify that I shall 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 subrecipients shall certify and disclose accordingly.

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 failure.

8. CHANGE OF USE

I certify that the jurisdiction will comply with all requirements of 24 CFR Part 24, specifically Sections 488; 489 J, requiring all assisted housing units maintain affordability standards until 5 years following the date of closeout of this contract with the State.

I certify that I have read and am aware of the foregoing certification requirements.

James A Welch
James A Welch (Aug 20, 2021 11:24 MDT)

Signature Chief Elected Official

James A Welch

Printed Name of Chief Elected Official

County Manager

Title

08/20/2021

Date



State of Utah
Department of Workforce Services
**FEDERAL SUBAWARD FUNDING AND
REPORTING REQUIREMENTS**

Instructions: Complete the *Subrecipient Information, Certification* and additional applicable information below. **Certification on page two is only required to be completed on the initial award.** For State Government Entities and Component Units of the state, only the Federal Award Information and Subaward Information sections are required to be completed.

SUBRECIPIENTS awarded \$25,000 or more in federal funds shall comply with The Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).

FEDERAL AWARD INFORMATION (Completed by DWS Fiscal Grant Manager)

CFDA# and Name: 14.228 and Community Development Block Grant

Federal Award Identification Number (FAIN): B-21-DC-0001

Federal Awarding Agency: U.S. Department of Housing and Urban Development

Federal Award Issue Date: Pending Is Federal Award for R&D? YES NO

SUBAWARD INFORMATION (Completed by DWS Contract Owner/Contract Analyst/Fiscal Grant Manager)

Agreement number: 22-DWS-0048

Project name and description:

This subaward is a grant to fund road improvements

Start date of award: 7/1/2021 End date of award: 12/31/2022

Amount of federal funds obligated by this action: \$250,000

Total amount of federal funds obligated: \$250,000

Total amount of the federal award committed: \$250,000

Subrecipient has a: Federal NICRA: Yes No **-OR-** de Minimis: Yes No

Indirect Cost Rate: _____

Indirect Cost Rate Base:

SUBRECIPIENT INFORMATION (Completed at the time of the original award)

DUNS number: 094650249

Name of Subrecipient: Tooele County

Business Address: 47 South Main Street

City: Tooele State: UT Zip+4: 84074

Subrecipient principal place of performance (if different from above)

Address: _____

City: _____ State: _____ Zip+4: _____

CERTIFICATION BY THE SUBRECIPIENT

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive:

- (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, or cooperative agreements; **and**
- (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, or cooperative agreements?

NO: Skip to Attestation below

YES: Continue, complete Executive Compensation and Attestation below

Executive Compensation

	Name	Title	Total Compensation Level*
1			
2			
3			
4			
5			

*Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards 2 CFR 200 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTESTATION

By signing, you attest that the organization information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

Chief Executive Officer

or Designee, Signature: /s/ James A Welch

Date: 08/20/2021

Name and Title: James A Welch, County Manager

Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

