County Contract No. **XXXX**
District Attorney No. **XXXXX**

ESG SUBRECIPIENT AGREEMENT
between
SALT LAKE COUNTY
and

_____

THIS SUBRECIPIENT AGREEMENT ("Agreement"), is 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 non-profit corporation of the State of Utah, with its business address located at **(Full Address),** ("Subrecipient") (*subrecipient name must match name associated with UEI.*

RECITALS

WHEREAS, Salt Lake County has entered into a grant agreement (the "Grant Agreement") with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct an Emergency Solutions Grant Program (the "ESG Program") pursuant to Subtitle B of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act, 42 U.S.C. §§ 11371-11387, as amended, and the Rules and Regulations promulgated by HUD governing the conduct of ESG Programs, found at Title 24 of the Code of Federal Regulations ("CFR") Part 576, as amended, (the "Rules and Regulations"); and the applicable Circulars published by the U.S. Office of Management and Budget (the "OMB Circulars"). As provided in the Rules and Regulations, County is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects (the "Project" and or "Project(s)").

WHEREAS, In response to the County Request for Grant Applications ("RFA") released in Fall of 2025, Subrecipient submitted an application outlining the planned use of these awarded funds to carry out the _____ **(project name here) ("Project"). Outline specifics of the funded project including what services will be provided.**

WHEREAS, based on recommendations made on XXXX XX, 20XX, by the Salt Lake County Urban Mayors, the Mayor of Salt Lake County approved the sub-grant of funds described in this Agreement to be used for eligible ESG activities.

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. SUBRECIPIENT'S CONTACT PERSON

a. Subrecipient Contact Person: XXXXX

3. FUNDING AMOUNT
   a. Total Agreement amount of $ **XXXX.XX**.

4. PROJECT(S) OR ACTIVITIES
   a. Project name:
   b. Total project cost:
   c. Summarize the general purpose of the project, including the services provided by the subrecipient as outlined in Attachment B. This should provide sufficient information to allow the Mayor to understand the general terms of the project.

5. SUBAWARD INFORMATION
   a. The following information is provided pursuant to 2 CFR 200.332(b)(1):

      i. Subrecipient Unique Entity Identifier (UEI) Number: **XXXX**
      ii. Federal Award Identification Number (FAIN): **XXXX**
      iii. Federal Award Date: **XXXX**
      iv. Subaward period of performance start and end date: *See* Section 6, below.
      v. Subaward budget period start and end date: *See* Attachment C.
      vi. Amount of Federal Funds Obligated to Subrecipient by this Agreement: $XX.XX
      vii. Total Amount of Federal Funds Obligated to Subrecipient by County, including current obligation: $XX.XX
      viii. Total Amount of the Federal Award committed to Subrecipient: $XX.XX
      ix. Federal award project description: the Emergency Solutions Grant Program is designed to assist people with quickly regaining stability in permanent housing after experiencing a housing crisis and/or homelessness.
      x. • Name of the Federal agency: U.S. Department of Housing and Urban Development
      • Name of pass-through entity: Salt Lake County
      • Contact information for awarding official of the pass-through entity:
      Lauren Littlefield, Director
      Office of Regional Development
      2001 State Street, N3-500
      Salt Lake City, UT 84114-4575
      xi. • Assistance Listings title: Emergency Solutions Grants Program
      • Assistance Listings No. 14.231
      xii. Is Award Research and Development: No
      xiii. Indirect Cost Rate for Federal Award for County: N/A

6. PERIOD OF PERFORMANCE
   a. Period of performance begins **XX/XX/XXXX**
   b. Period of performance ends **XX/XX/XXXX**
   c. Agreement expires on **XX/XX/XXXX**

7. DOCUMENTS INCORPORATED INTO THIS AGREEMENT AND ATTACHED
   ATTACHMENT A: General Terms and Conditions
   ATTACHMENT B: Project Statement of Work

ATTACHMENT C: Project Budget

Any conflicts between Attachment A and other attachments will be resolved in favor of Attachment A.

OTHER DOCUMENTS INCORPORATED INTO THIS AGREEMENT All other governmental laws, regulations, or actions applicable to the services authorized by this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

SALT LAKE COUNTY:

_____
Mayor or Designee
Date:_____

Recommended for Approval:

By:_____
Department Director
Date: _____

Reviewed as to Form:

By:_____
Deputy District Attorney

SUBRECIPIENT NAME:

By: _____
Name:_____
Title:_____
Date:_____

The individual signing above hereby represents and warrants that they are 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 § 76-8-504.

ATTACHMENT A:
GENERAL TERMS AND CONDITIONS

1. Project Responsibility. County's Division of Housing and Community Development ("HCD") is hereby designated as the representative of County regarding all ESG Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. County will monitor the performance of Subrecipient against goals and performance standards required in Attachment B ("Project Statement of Work"). Substandard performance as determined by County will constitute non-compliance with the Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by County, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.

2. Project Budget.

a. A budget ("Budget(s)") must be prepared for each of the Projects subject to this Agreement and submitted to County for review prior to the start of each of the Project(s). These Budgets must be approved by County and be attached to this Agreement when executed. The Project(s) shall be identified in Attachment C ("Project Budget") with a sub-attachment number, if appropriate, for each Project. Each Budget(s) shall indicate the budget period start and end date. Each of the Budget(s) shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to Subrecipient for that Project.

b. Subrecipient shall adhere to the requirements of the Budget(s) as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project Budgets as such changes become necessary. All proposed changes in the total amount of any of the Budget(s) under this Agreement that would increase or decrease the total amount of funding specified in Paragraph 6(a), or result in a change in the scope, location or beneficiaries of the Project, shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of Paragraph 8.

3. Eligible Costs. All costs which are incurred on any of the Project(s) by Subrecipient during the period of performance of this Agreement and which have been determined by County to be appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.

4. Extension Periods. This Agreement may be extended by written amendment at County's sole option.

5. Time is of the Essence. All performance of this Agreement shall be undertaken and completed by the Subrecipient in an expeditious manner and shall not extend beyond the end of the contract expiration date unless this Agreement is extended by amendment. In the event the date on which this Agreement is fully signed is more recent than the beginning of the period of performance, then this Agreement shall be considered to be retroactive and to have taken effect on

the above beginning date.

6. Funding Amount.

a. Subject to the requirements of this Agreement, County will fund the Subrecipient for the full performance of this Agreement and the actual conduct of the Project(s) specified herein undertaken by Subrecipient. This is a fixed ceiling amount and shall not be considered as an "estimate-of-cost," "percentage-of-cost" or any kind of "cost-plus" sum, price, or amount.

b. Subrecipient must make a concerted, good-faith effort to expend the total subgrant within the Period of Performance. Subrecipient costs and expenditures, however, shall not exceed the total funding amount. County shall not be liable for or reimburse Subrecipient for any extra costs or overruns on the Project(s) or any additional funding in excess of the total amount stated in this Agreement without prior written amendment.

c. In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subrecipient for project costs as specified in Attachment C ("Project Budget") by the end of the contract expiration date, as that period may have been extended or otherwise changed, Subrecipient shall refund, release or transfer any unexpended amount back to County within thirty (30) days. Any project funds held by County at the end of the Period of Performance or refunded, released or transferred to County shall be reallocated by County. Subrecipient shall be eligible to apply for these funds but shall have no greater priority than any other applicant.

d. In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this Agreement, Subrecipient shall, upon notice from County, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, County or other lawful directive.

e. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

7. Methods of Disbursement.

a. Subrecipient may request disbursement from County of that part of the funding amount relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended.

b. A request by Subrecipient for either a lump sum or for periodic reimbursement payments on a Project shall be in a form and content as prescribed by County and shall be submitted to County for review and for a determination of eligibility for payment. Upon approval by County, that division will submit the request to the appropriate County offices and divisions for processing and payment. Requests for periodic payments shall be supported and documented as required by County on the basis of costs actually incurred by Subrecipient on a Project during the period for which payment is requested.

c. Prepayment of the funds or a partial advance of funds to Subrecipient for a Project may be made by County if, in County's sole discretion, the nature of the Project or unusual

circumstances justify such payment. Any prepayment or advance payment made hereunder must be justified in writing by Subrecipient and must be pre-approved and authorized by County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and are not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

d. Expenditures under this Agreement, whether or not prepaid, determined by County or HUD to be ineligible for reimbursement or which are inadequately documented will, upon written request, be immediately refunded to County by Subrecipient.

e. No requests for reimbursement or other payments under this Agreement due to cost overruns of any kind on the Project(s) shall be approved, allowed, or paid by County unless the amount requested has been approved by a written amendment.

8. Amendments.

a. Either Party may request amendments to any of the provisions of this Agreement at any time during the period of performance but no amendment shall be made or performed until it has been mutually agreed to by the Parties. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done, except that amendments to extend the Period of Performance and contract expiration date may be authorized and given by County as provided in Paragraph 4.

b. County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other similar reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Project(s) to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

9. Consultation and Technical Assistance. County will be available to provide technical assistance upon written request of the Subrecipient or as County deems necessary for improved Program operation.

10. Additional Requirements.

a. **Compliance**. Subrecipient agrees to comply with the requirements of the ESG Program regulations found at 24 CFR Part 576 and all incorporated and related federal regulations, statutes, policies, and directives, as applicable. Notwithstanding the foregoing, Subrecipient shall ***not*** be required to assume the environmental responsibilities described at 24 CFR § 576.407(d) or the review process under 24 CFR Part 50.

b. **Consolidated Plan Certifications.** Subrecipient acknowledges the certifications made by the County pursuant to 24 CFR § 91.225 and shall likewise adhere to all the standards set forth therein.

c. **Independent Contractor**. 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. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners or joint venturers. The Parties agree that Subrecipient's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third-parties unless otherwise expressly provided for under this Agreement.

d. **Licensing**. Subrecipient will obtain all licenses, permits and/or certificates required by federal, state, and local government statutes, laws, ordinances and/or regulations required by every governmental jurisdiction in which the Program is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and certificates available during normal business hours for inspection by County.

e. **Indemnification**. Subrecipient agrees to indemnify, defend and hold harmless County, its officers, agents and employees from and against any and all actual or threatened losses, damages, injuries, liabilities and claims, of, to or by third parties, including Subrecipient, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workers and material suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Subrecipient's breach of this Agreement or any negligent or intentional acts or omission of or by Subrecipient's employees, agents, representatives, officers, contractors or subcontractors in connection with the performance of this Agreement.

f. **Bond Requirements**. If the Project(s) involves construction or rehabilitation costing Twenty-Five Thousand Dollars ($25,000.00) or more, Subrecipient shall require that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than one hundred percent (100%) of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subrecipient shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

g. **Grantor Recognition**. Subrecipient shall ensure recognition of the role of HUD in providing services through this Agreement. All activities, facilities, and items funded under this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds

made available under this Agreement.

h. **Suspension or Termination**. Either Party may terminate this Agreement for convenience at any time, as set forth at 2 CFR §§ 200.339 to 200.343, by giving thirty (30) days written notice to the other Party of such termination. Partial terminations of the Project(s) identified in this Agreement may only be undertaken with the prior approval of County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of County, become the property of County, and Subrecipient shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination. County may also suspend or terminate this Agreement, in whole or in part, in accordance with the provisions of 2 CFR §§ 200.339 to 200.343, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and County may declare Subrecipient ineligible for any further participation in County's contracts, in addition to other remedies as provided by law.

11. Administrative Requirements.

a. **Uniform Requirements**. Subrecipient and its agencies or instrumentalities and subrecipients shall comply with applicable uniform administrative requirements, cost principles, and audit requirements as described in 2 CFR Part 200 (the "Super Circular") and as modified by 24 CFR § 576. The Super Circular consolidated and superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133, as well as the provisions of OMB Circular A-50 relating to Single Audit Act follow-up.

b. **Financial Management**. Subrecipient agrees to comply with the standards for financial and program management in accordance with 2 CFR Part 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

c. **Cost Principles**. Subrecipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

d. **Federal Award Compliance.** The Subrecipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Unique Entity Identifier and System for Award Management; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. The Subrecipient is responsible for updating and maintaining current and accurate information in SAM.gov, including updating the UEI or Employer Identification Number (EIN), as necessary, if administration of the award is transferred to a different subcomponent, division, or location within the Subrecipient's organization that uses a different UEI or EIN.

12. Documentation and Record-Keeping.

a. **Records to be Maintained**. Subrecipient hereby agrees to maintain complete and

accurate documentation for this federal award and related activities to include, without limitation, financial records, supporting documentation, statistical records, books of account, ledgers, financial and project reports, records, statements, data, the originals of all agreements between the Subrecipient and any and all individuals or entities which receive funding pursuant to or arising out of this Agreement, whether directly from Subrecipient or from individuals or entities to whom Subrecipient has provided funding, any and all data on any individual or entity that receives money, in-kind assistance or services, or any benefit of any kind from or as a direct or indirect result of the federal award, including, without limitation, a contractor, vendor, consultant, any other entity performing activities funded in whole or in part under this federal award; and any beneficiaries, participants, and other end-users of the funds, to the fullest extent permitted by law, and all such other documentation in such a manner as to permit the subrecipient to prepare statements and reports in compliance with applicable HUD requirements and OMB requirements in 2 CFR part 200 for recordkeeping and reporting, which may be amended from time to time, ("Grant Documentation"). Subrecipient agrees that the creation, maintenance, preservation, and disclosure by Subrecipient of Grant Documentation is fundamental to the prevention of fraud, waste, and abuse and to the satisfaction of its obligations to prevent fraud, waste, and abuse and the performance of its obligations under this Agreement and applicable HUD rules and regulations.

b. **Access to Records and Personnel.** In addition to the foregoing, and in no way a limitation of anything contained in the foregoing or in this Agreement, or of the County or HUD's rights and remedies available to it under the terms of this Agreement, applicable statutes, laws and regulations, and otherwise at law or equity, the County, HUD, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives shall have the right of prompt, full, and complete access to any and all records of the Subrecipient and any other entities doing business with Subrecipient or otherwise receiving funds or benefits from Subrecipient, as specified in subparagraph (a), and that are pertinent to the federal award to the fullest extent permitted by law, including records relevant to the administration, receipt, and use of this award and award activities, in order to perform audits, reviews and investigations, execute site visits, make or obtain copies thereof, or for any other official use. Such records include those that identify the source and application of funds, including relevant Grant Documentation data to the extent disclosure is not prohibited by law, in such a manner as to allow the County or HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law. The right of access includes prompt, full, and complete access as the County or HUD may require of the Subrecipient for the purpose of interview and discussion at such dates, times, and locations as the County or HUD may require related to such documents or the federal award in general, to the fullest extent permitted by law. In lieu of or in addition to an on-site inspection, Subrecipient also agrees to furnish the County or HUD such financial and project reports, records, statements, data, and documents in such form, from Subrecipient or other entity or person identified above, and accompanied by such reporting data as required by the County or HUD (as the case may be). Subrecipient shall supply to the County or HUD any and all Grant Documentation in legible and usable form as the County or HUD (as the case may be) may specify and within the time specified by the County or HUD and at Subrecipient's expense. Subrecipient shall also make certifications, as the County or HUD may request at such times and in such manner and format as required by the County or HUD, that all Documentation which Subrecipient supplies to the County and/or HUD is true, accurate, and complete in all aspects and regards.

c. **New Reporting Tools.** Further, the Subrecipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools for all documents and records pertinent to the federal award. Subrecipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details) using these new tools when they are released, and as updated, and to satisfy all requests for records pertinent to the federal award as described above. Once such new tools are implemented, Subrecipient shall make timely reporting utilizing such new reporting tools and such other reporting as is required by this Agreement and applicable statutes, laws, and regulations. HUD shall have the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, additional or more detailed reports, suspension or termination of disbursements, and all other legally available remedies, to the furthest extent permitted by law. Subrecipient shall also make certifications at such times and in such manner and format as required by HUD that its reporting and the information contained therein is true, accurate, and complete in all aspects and regards.

d. **Retention**. Records shall be retained for the periods set forth at 24 CFR § 576.500 and 2 CFR § 200.334. All records pertaining to each fiscal year of ESG funds must be retained for the greater of five (5) years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records of ESG funds used to renovate or convert a building into an emergency shelter, involving costs charged to the ESG grant of greater than 75 percent of the value of the building before renovation or after conversion, must be kept until 10 years after the date that ESG funds are first obligated for the renovation or conversion. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the applicable retention period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the applicable retention period, whichever occurs later.

e. **Client Data**. Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

f. **Confidentiality**. Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

13. Close-Outs. Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR § 200.344, are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records.

14. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, its designees or the federal government, at any time during normal business hours, as often as County 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 by the County or refunding of payments back to County. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Subrecipient audits and, as applicable, 2 CFR Part 200, Subpart F.

15. Program Income.

a. All program income, as defined at 2 CFR § 200.1 will be returned to County immediately upon being earned.

b. Any program income in possession of Subrecipient that has not been returned to County when this Agreement expires or is terminated, or is received by Subrecipient after this Agreement expires or is terminated, shall be transferred or paid to County in accordance with Paragraph 18.

16. Indirect Costs. Indirect costs may be charged if Subrecipient develops an indirect cost allocation plan, prepared in accordance with 2 CFR Part 200, Subpart E, for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to County for approval.

17. Progress Reports. During the actual conduct of the Project, Subrecipient shall prepare and submit to County every three (3) months, or as otherwise outlined in Attachment B ("Project Statement of Work"), a detailed project status report. The report format shall be as approved by County but must show, at a minimum, the current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that project, information relating to the HUD performance indicators.

18. Reversion of Assets. As provided in 24 CFR § 576, upon the expiration or termination of this Agreement, Subrecipient shall release to County any unexpended ESG funds provided under this Agreement, all program income in its possession which it has not returned to County, and any accounts receivable attributable to the use of ESG funds provided under this Agreement. Any real property in the control of Subrecipient that was acquired or improved with ESG funds provided under this Agreement shall be managed in compliance with County's policy regarding the use of ESG-assisted real property, as follows:

19. Insurance for contracts over Fifty Thousand Dollars ($50,000.00) and all Facility Improvement Projects. 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:

a. **General Insurance Requirements for All Policies**.

i. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall a) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement; and b) 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.

ii. 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. For construction contracts only, the insurer must also have an A.M. Best Company financial size category of VII or greater.

—OR—

B. Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

iii. Subrecipient shall furnish certificates of insurance, acceptable to the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

A. County reserves the right to review all the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in the Agreement or failure to identify any insurance deficiency shall not relieve the Subrecipient from, nor be construed or deemed a waiver of, its obligation to always maintain the required insurance during the performance of the Agreement.

B. 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 the County.

C. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Subrecipient is responsible for any deductible or self-insured retention and shall fund it upon the County's written request, regardless of whether the Subrecipient has a claim against the insurance or is named as a party in any action involving the County

iv. In the event any work is subcontracted, the Subrecipient shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance

coverages required of the Subrecipient hereunder.

v. In the event the Subrecipient fails to maintain and keep in force any insurance policies as required herein, the County shall have the right at its sole discretion to obtain such coverage and reduce payments to the Subrecipient for the costs of said insurance.

vi. Where the Subrecipient is required to ensure the County is endorsed as an additional insured, the endorsement shall include liability arising out of ongoing and completed operations by or on behalf of the Subrecipient in the performance of the Agreement. Additional insured status shall continue for the periods specified in Paragraph 19(a)(i), above.

A. The additional insured endorsement for completed operations shall not be restricted to work performed during the current policy period.

B. The insurance provided to the County as an additional insured shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by the County.

vii. Required policies shall not contain a Contractors Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

viii. Required policies shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.

b. **Specific Requirements**. Subrecipient agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subparagraph before commencing work on the project:

i. Workers' compensation insurance with statutory limits as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law and Employers Liability insurance with minimum limits of $1,000,000 per accident; $1,000,000 disease per employee; and $1,000,000 disease per policy. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against the County. 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.

ii. Commercial general liability insurance on an occurrence form with the County as an additional insured, in the minimum amount of $1,000,000 per occurrence with a $2,000,000 general policy aggregate and $2,000,000 products completed operations policy aggregate. If the Subrecipient maintains higher limits than the specified minimum limits, the County requires and shall be entitled to coverage for the higher limits maintained

by the Subrecipient. The policy shall protect the County and the Subrecipient from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Subrecipient's acts or omissions under this Agreement, whether performed by the Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. Completed operations insurance shall be maintained for three (3) years after the end of the warranty period

iii. If there will be any vehicle operations, commercial automobile liability insurance, with the County as an additional insured, that provides coverage for owned, hired, and non-owned automobiles in the minimum amount of $1,000,000 per occurrence per person / $2,000,000 per accident / $500,000 property damage OR a $2,000,000 general policy aggregate. Notwithstanding the foregoing, if the Subrecipient agrees not to operate a vehicle in connection with this Agreement, then the County shall not require the Subrecipient to provide commercial automobile liability insurance.

20. Procurement.

a. Subrecipient shall procure all materials, property, or services in accordance with the Procurement Standards of 2 CFR Part 200, Subpart D, except to the extent that the County's Purchasing Procedures are more restrictive, Subrecipient shall follow the County's procedures pursuant to Chapter 3.20 of the Salt Lake County Code of Ordinances. In the event the procurement standards of the Subrecipient are more restrictive than those in Chapter 3.20 or 2 CFR §§ 200.317 to .327, the more restrictive standards and requirements will apply.

b. **Build America, Buy America.** Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

c. **Fiduciary Relationship.** In performing its obligations under this Agreement, Subrecipient shall act in good faith, avoid all conflicts of interest, exercise the due care required of a fiduciary, and make full and complete disclosure of all material facts and business opportunities and other matters required to be disclosed by this Agreement and applicable law relating to this Agreement, the federal award and all funds derived therefrom.

d. **Waste, Fraud, and Abuse.** Subrecipient acknowledges and agrees that the prevention, discovery, exposure, and prosecution of waste, fraud, and abuse in federal grant programs and procurement and the activities which federal funding supports, and recoveries therefrom, are in the best interests of Subrecipient and the American people. Accordingly, Subrecipient agrees to cooperate fully with the County, HUD and the Task Force to Eliminate Fraud established in Executive Order 14395 of March 16, 2026, Establishing the Task Force To Eliminate Fraud, in all manners and respects.

e. **Whistleblower Protections.** Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at (800) 347-3735 or online hotline form. The Subrecipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and Subrecipient—as well as a personal services contractor—who make a protected disclosure about a federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a federal contract or award; (2) waste of federal funds; (3) abuse of authority relating to a federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a federal contract or award.

21. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of Ten Thousand Dollars ($10,000.00) or more per unit (2 CFR § 200.1). Subrecipient shall comply with 2 CFR Part 200 and County policy regarding the use, maintenance and disposition of equipment. In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D the more restrictive standards and requirements will apply**.**

22. Personnel & Participant Conditions.

a. **Civil Rights**.

i. Nondiscrimination and Equal Opportunity.

A. Subrecipient, and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all federal, state and county laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

B. 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. Subrecipient agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.

C. Subrecipient will, in all solicitations or advertisements for employees,

state that it is an Equal Opportunity employer. Subrecipient must comply with the Civil Rights Act of 1964, and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

ii. **Section 504**. Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. **Anti-Discrimination**.

i. **Anti-Discrimination**. Subrecipient shall comply with all applicable Federal anti-discrimination laws, Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," and, to the extent applicable, the requirements of 41 CFR Chapter 60.

ii. **Small Disadvantaged Businesses.** Subrecipient will use its best efforts to afford small, disadvantaged business enterprises the maximum practicable opportunity to participate in the performance of this Agreement consistent with the principles as provided in 15 U.S.C. §§ 636(j), 637(a) and 637(d). Subrecipient may rely on written representations by businesses regarding their status as small disadvantaged business enterprises in lieu of an independent investigation.

iii. **EEO Statement**. Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity employer.

iv. **Section 3 Compliance**. Subrecipient, and any of Subrecipient's subrecipients and subcontractors, shall comply with Section 3 of the Housing and Urban Development Act, as set forth at 24 CFR Part 75. Subrecipient certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements. Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. Subrecipient agrees to compile and provide to the County all HUD-required Section 3 information regarding the hiring of low-income employees and (sub)contractors.

v. **Section 3 Clause.** All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.

C. Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. Subrecipient agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

E. Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR Part 75.

F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or

suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307(b)) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

vi. **Subcontract Provisions**. Subrecipient will include the provisions of Paragraphs 22(a) ("Civil Rights") and 22(b) ("Anti-Discrimination") in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors. Subrecipient will also include the entire Section 3 Clause, above, in every subcontract so that such provisions will be binding upon each of its own subgrantees or (sub)contractors.

c. **Labor Standards**.

i. **Davis-Bacon**.

A. For all contracts and subcontracts for construction, alteration, or repair in excess of Two Thousand Dollars ($2000.00), Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including(a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis-Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.

B. Subrecipient agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of Two Thousand Dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage.

Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ii. **Work Hours.** Subrecipient agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3701; and the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145; 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. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

iii. **Hatch Act**. Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. Chapter 15.

d. **Contracting**.

i. **Assignments and Contracting**. The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by Subrecipient for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements described in this Agreement and any applicable state laws and local government ordinances.

ii. **Subcontracts**.

A. **Approvals**. Except as provided above, Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.

B. **Monitoring**. Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

C. **Content**. Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. **Selection Process**. Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to County along with documentation concerning the selection process.

E. **Debarment and Suspension**. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24.

e. **Conduct**.

i. **Citizen Participation**. Subrecipient has had the opportunity to review and follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.

ii. **County Consolidated Plan**. Subrecipient has had the opportunity to review and follows County's Consolidated Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low- and moderate-income.

iii. **Conflict of Interest**. Subrecipient agrees to abide by the provisions of 24 CFR § 576.404 and 2 CFR § 200.112 with respect to conflicts of interest, and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County, or of any designated public agency or Subrecipient receiving funds under the ESG Entitlement program.

iv. **Ethical Standards**. 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 Agreement 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 Utah Code § 17-70-503 or Section 2.07, Salt Lake County Code of Ordinances; 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 ordinance.

v. **Campaign Contributions**. Subrecipient acknowledges that Section 2.72A, Salt Lake County Code of Ordinances, limits campaign contributions by contractors to County candidates. Subrecipient represents that it will not violate those limitations on campaign contributions.

vi. **Public Funds and Public Monies**.

A. Definitions: "Public Funds" or "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. These 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 pursuant to this and other contracts related hereto, understands that it, its officers, members, managers, agents, representatives, and employees are obligated to receive, keep safe, transfer, disburse, and use these Public Funds as authorized by law and this Agreement for the provision of services to Salt Lake County. Subrecipient understands that it, its officers, members, managers, agents, representatives, and employees may be criminally liable under Utah Code § 76-8-402, for misuse of Public Funds. Subrecipient understands that County may monitor the expenditure of Public Funds by Subrecipient. Subrecipient understands that County may withhold funds or require repayments of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of Public Funds, or for misuse of Public Funds.

vii. **Lobbying**. Subrecipient hereby certifies that:

A. 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. 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. 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. 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 31 U.S.C. § 1352. 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.

E. No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Subrecipient Grantee, if a public entity, shall also comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (42 U.S.C. § 4728), which limit political activities of public employees.

viii. **Copyright.** If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

ix. **Religious Organization**. Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or to directly benefit a religious organization in accordance with the federal regulations.

x. **Drug-Free Workplace**. Pursuant to the Drug-Free Workplace Act of 1988, 41 U.S.C. Chapter 81, Subrecipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Part 2429.

23. Environmental Conditions.

a. **Air and Water**. Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C. Chapter 85.

ii. Federal Water Pollution Control Act, 33 U.S.C. Chapter 26.

b. **Flood Disaster Protection**. In accordance with the requirements of the Flood Disaster Protection Act of 1973, Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition

or construction purposes (including rehabilitation).

c. **Lead-Based Paint**. Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 576, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978, be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children six (6) years of age and under. The notice should also point out that if lead- based paint is found on the property, interim controls or paint stabilization may be undertaken.

d. **Historic Preservation**. Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 54 U.S.C. § 300101, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

e. Subrecipient agrees to comply with the requirements of 24 CFR 576.407, except as provided in Paragraph 10(a).

f. Subrecipient agrees to comply with the laws, authorities under the National Environmental Policy Act of 1969 (NEPA) and each provision of law designated in the 24 C.F.R. § 58.5.

24. Displacement, Relocation, Acquisition, and Replacement of Housing. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and its implementing regulations at 49 CFR Part 24, and with the displacement, relocation, and acquisition requirements applicable to the Emergency Solutions Grants Program under 24 CFR § 576.408. Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for an ESG-assisted project. Subrecipient also agrees to comply with applicable state law, including the Utah Relocation Assistance Act, Utah Code Chapter 57-12, and County ordinances, resolutions and policies concerning the displacement of persons from their residences.

25. Homeless Youth. Despite any requirements that provide otherwise, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR § 576.2 as a condition for receiving assistance, and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

26. Survival of Provisions. The Parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or both of the Parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

27. Employee Status Verification System. Subrecipient represents it has registered and is participating in the Status Verification System and is in compliance with Utah Code § 63G-12-302. Subrecipient's failure to so comply may result in the immediate termination of this Agreement.

28. Policy Requirements. If applicable:

a. Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

b. Subrecipient agrees that its compliance in all respects with all applicable Federal antidiscrimination laws is material to the U.S. Government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4);

c. Subrecipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

d. Subrecipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment;

e. This Agreement shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008;

f. Subrecipient shall comply with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. §§ 1601 to 1646) ("PRWORA") and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws;

g. Subrecipient may not use funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations;

h. Subrecipient must use SAVE, or an equivalent verification system approved by the federal government, to prevent any federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States;

i. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Subrecipient may not, in the selection of subcontractors, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

j. Subrecipient may not use funding to engage in illegal racial discrimination, including racial preferences.

k. Subrecipient may not use funding in a way that interferes with constitutional protections guaranteed for speech and religious beliefs and the free exercise of religion.

l. Subrecipient may not use funding to fund any project, service provider, or organization that operates illegal drug injection sites or "safe consumption sites" in violation of 21 U.S.C. § 856, knowingly permits the use or distribution of illicit drugs on property under their control in violation of 21 U.S.C. 856(a)(2), or knowingly distributes drug paraphernalia in violation of 21 U.S.C. § 863. This is not a requirement that program participants must be sober in order to receive assistance, participate in treatment in order to receive assistance, or be evicted or exited from assistance for a first-time violation of a drug-related program policy or lease requirement.

m. All agreements or contracts made under, relating to, or arising out of this Agreement must contain the same terms and conditions as those in the grant agreement issued by HUD. Any conflicting terms and conditions must be approved by HUD.