

## SALT LAKE COUNTY GRANT AGREEMENT

This Agreement (the “Agreement”) is between Salt Lake County, a body corporate and politic of the State of Utah (the “County”), and \_\_\_\_\_ (“Grantee”), a non-profit corporation with its principal place of business at \_\_\_\_\_.

The County and Grantee are collectively referred to as the Parties.

### **RECITALS**

1. The County received federal funds from the Emergency Rental Assistance program (ERAP 2) established by section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), to combat and address the effects of the novel Coronavirus Disease 2019 (“COVID-19”) by providing housing and rental assistance to qualified individuals.
2. To achieve the objectives of the ERAP program, the County seeks to partner with a non-profit organization to provide mediation and other services to help individuals avoid being evicted from their homes.
3. The Grantee’s unique tax identification number is \_\_\_\_\_.
4. The Grantee’s Unique Entity ID number (UEI) is \_\_\_\_\_.
5. The Grant Funds were provided to the County on May 19, 2021.
6. The amount of funds obligated to the Grantee by the County under this Agreement is the amount identified in Section 3.1.
7. The Federal Award Project Description is as provided in these recitals and in Section 3.
8. The Catalog of Federal Domestic Assistance number is 21.023.
9. This Agreement does not fund research and development.

### **AGREEMENT**

The Parties agree as follows:

#### **1. INCORPORATED BY REFERENCE:**

- 1.1. The recitals are hereby incorporated into this Agreement.

#### **2. DEFINITIONS:**

- 2.1. “**ERAP**” means the Emergency Rental Assistance program (ERAP 2) established by section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.
- 2.2. “**Treasury**” means the United States Department of the Treasury.
- 2.3. “**Grantee**” means the individual or entity receiving the funds identified in this Agreement. The term “Grantee” shall include Grantee’s agents, officers, employees, and partners. Although labeled “Grantee” for purposes of this Agreement, pursuant to applicable federal law, including but not limited to ERAP, Grantee is in fact a subrecipient of the ERAP grant, subject to the subrecipient monitoring, management, and other requirements set forth in 2 CFR 200.331-333.
- 2.4. “**Grant Funds**” means federal ERAP funds paid to the Grantee under this Agreement.
- 2.5. “**Eviction Prevention Funds**” means federal ERAP funds held and managed by Grantee for the sole purpose of providing rental assistance when necessary to prevent individuals from being evicted.
- 2.6. “**Grant Period**” means the Effective Date of this Agreement through December 31, 2024.
- 2.7. “**County**” means Salt Lake County, in its entirety, including its agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- 2.8. “**COVID-19**” means the Coronavirus Disease 2019.

### 3. GENERAL:

#### 3.1. Payment:

- 3.1.1. County will provide Grantee with up to \$ \_\_\_\_\_ of Eviction Prevention Funds for Grantee to hold in a separate account and use to provide rental assistance to qualified individuals when necessary to prevent the individuals from being evicted in a manner consistent and compliant with ERAP. County will provide Grantee an initial sum of \$ \_\_\_\_\_. Grantee will provide the County with details on the use of any funds from this account monthly, including amounts paid, the identity of renters and landlords, and a description of the assistance provided. County will provide additional funds as it deems necessary.
- 3.1.2. The County is not required to reimburse Grantee for services or payments made on behalf of any individuals that exceed the total amounts specified above.

#### 3.2. Grantee's Obligations:

- 3.2.1. Grantee will hold Eviction Prevention Funds in a separate account and may use Eviction Prevention Funds to assist individuals who are in the process of being evicted from their residence due to failure to pay rent. In providing such services, Grantee will operate in strict compliance with the Emergency Rental Assistance program established by Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2. Grantee will adhere to and follow all relevant existing Treasury guidance and FAQs, as the guidance, FAQs, reporting guidance are updated by the Treasury, which are hereby incorporated by reference in their entirety. The requirements found in ERAP, and the related guidance and FAQs from the Treasury, controls over the Agreement.
- 3.2.2. Grantee will not expend funds in excess of the amount previously provided by County and currently being held by Grantee, without the County's written approval.
- 3.2.3. Grantee may use funds to provide services outlined in this Agreement through December 31, 2024. Any funds not expended on services provided by this date must be returned to County pursuant to 3.2.10 below.
- 3.2.4. Grantee will not provide assistance or allow its services to be used by any person or for any purpose not permitted by ERAP or this Agreement.
- 3.2.5. Grant funds must only be used to provide information and services to Salt Lake County residents.
- 3.2.6. Grantee is solely responsible for complying with this Agreement. Grantee shall be the sole point of contact regarding all matters related to this Agreement.
- 3.2.7. Use of Grant Funds for any purpose not detailed in this Agreement, without prior express written consent of the County, will constitute a material breach of this Agreement.
- 3.2.8. Grantee will repay to the County any Grant Funds expended in violation of ERAP or this Agreement.
- 3.2.9. Grantee must comply with the auditing, monitoring, record keeping, and reporting sections of this Agreement and the ERAP. Grantee must provide to the County monthly reports through an online portal to be provided by County if requested. Grantee must keep detailed records of Grantee's use of the Grant Funds, including at a minimum the data contained in Attachment A. Requested report details may change and Grantee agrees to provide information requested by County. The Grantee may not use subgrantees or subcontractors to fulfill its obligations under this Agreement.
- 3.2.10. Within five business days of the end of the Grant Period, Grantee shall return to the County all

Grant Funds that are unexpended within the Grant Period.

4. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah and venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
5. **CONFLICT OF INTEREST:**
  - 5.1. Grantee certifies, through the execution of the Agreement, that none of its owners, directors, officers, or employees are employees of the County or are relatives of an employee of the County. A relative is defined as: spouse, child, stepchild, parent, sibling, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or grandchild. If Grantee is unable to certify that that none of its owners, directors, officers, or employees working under this Agreement, are relatives of an employee of the County, Grantee shall disclose the name of the individuals with a potential conflict of interest to the County so the County may review the potential conflict and either approve or deny the grant as may be required by relevant law.
6. **IMMUNITY AND INDEMNITY:**
  - 6.1. County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), UTAH CODE ANN. §§ 63G-7-101 to -904 (as in effect at any given time). The parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.
  - 6.2. Grantee shall indemnify the County from all claims, losses, suits, actions, damages, and costs arising out of Grantee's performance of this Agreement.
7. **GRANTEE ASSIGNMENT:** This Agreement may not be assigned by Grantee without the prior written consent of the County, which consent may be withheld in the County's sole discretion. Any assignment by Grantee without the County's written consent shall be wholly void.
8. **MONITORING:**
  - 8.1. The County and the Treasury shall have the right at any time and for any reason to monitor Grantee's use of the Grant Funds under this Agreement. Monitoring of Grantee's use of the Grant Funds shall be at the complete discretion of the County or the Treasury which will include but is not limited to Grantee's fiscal operations, and compliance with the terms, conditions, and attachments of this Agreement.
  - 8.2. If it is discovered that Grantee is in default (not in compliance with the Agreement), Grantee may be subject to sanctions which may include warnings, audits, termination, demand for the return of funds and or suspension/debarment from participation in future grants and contracts.
9. **RECORD KEEPING:**
  - 9.1. Grantee shall create and maintain records as specifically required in Section 3.2.9 of this Agreement, and as sufficient for it to make reports as detailed in this Agreement or as otherwise subsequently requested by County in writing to allow County to comply with Federal reporting requirements found in the ERAP or which may be required by Treasury. Records must be sufficient to detail how the expenditure complies with this Agreement and the ERAP. The records must be produced to the County or its designee upon written request.
  - 9.2. Grantee agrees that the reporting and record keeping requirements specified in this Agreement and the ERAP are a material element of performance and that if, in the opinion of the County, Grantee's record keeping practices and/or reporting to the County are not conducted in a timely and satisfactory manner, the County may demand the return of Grant Funds.
  - 9.3. For a period of six years following termination of this Agreement, Grantee shall retain documentation of all uses of the Grant Funds. If Grantee uses Grant Funds in the administration of this Agreement,

Grantee will provide a detailed documentation of such. Such documentation shall be produced to Salt Lake County or the Treasury upon request.

- 9.4. If the Grantee fails to document any expenditure of Grant Funds as provided in this Section 9 or Section 3.2.9, the Grantee will repay to the County the Grant Funds spent on unsupported or undocumented expenditures.
- 9.5. Grantee will fully cooperate with the County, Treasury, and the State of Utah in any investigations or audits into the use of Grant Funds.
- 9.6. Grantee agrees to establish data privacy and security requirements for certain information regarding applicants that (i) include appropriate measures to ensure that the privacy of the individuals and households is protected; (ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports to Treasury; and (iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking, as required by section 501(g)(4) of Division N of the Consolidated Appropriations Act, 2021.

## **10. REPORTING AND CERTIFICATION**

- 10.1. Grantee shall, as required in section 3.2.9, submit to the County a detailed monthly report. The report shall contain the detail required in Section 3.2.9 and Section 9 of this Agreement.
- 10.2. Grantee's monthly reports will be due within 10 days of first day of each new calendar month. Upon termination of this Agreement for any reason, the Grantee will submit a final report accounting for the final month of expenditures and providing a general summary of the total expenditures under this Agreement.
- 10.3. All reports will certify that Grantee used the Grant Funds in a manner compliant with ERAP and this Agreement.
- 10.4. Upon written request by the County, Grantee shall provide documents to support Grantee's certification and shall provide the County a detailed written description of Grantee's expenditures. Grantee understands that Grantee shall repay to County any Grant Funds Grantee expended in a manner inconsistent with this Agreement.
- 10.5. If Grantee fails to report pursuant to this Section 10, Grantee will repay to County the Grant Funds spent on unreported and/or unsupported expenditures.

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

## **12. AGREEMENT TERMINATION:**

- 12.1. Termination for Cause: This Agreement may be terminated for cause by the County upon written notice to the Grantee. The Grantee will be given 5 calendar days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies herein. Time allowed for cure will not diminish or eliminate Grantee's liability for damages. If the default remains after Grantee has been provided the opportunity to cure, the County may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement; (iii) debar/suspend Grantee from receiving future grants or contracts. If written notice is delivered under this section, Grantee will provide an accounting of funds expended up to the date of termination and return any remaining balance to the County.
- 12.2. Immediate Termination: The County may terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or gross mismanagement as determined by the County.

12.3. Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law: Upon 24 hours written notice delivered to the Grantee, this Agreement may be terminated in whole or in part at the sole discretion of the County, if the County reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the County's ability to pay under this Agreement; or (iii) that the emergency need giving rise to the Agreement no longer exists. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President, the governor of the State of Utah, or the Salt Lake County Mayor. If written notice is delivered under this section, the Grantee will provide an accounting of funds expended up to the date of termination and return any remaining balance to the County. The County will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the Effective Date of said written notice.

12.4. Remedies for Grantee's Violation: In the event this Agreement is terminated under Section 11 or 12 of this Agreement, the Grantee will return to the County any unexpended Grant Funds, and any Grant Funds expended by Grantee in a manner that does not comply with applicable federal law, including but not limited to ERAP.

12.5. Termination for Convenience: This Agreement may be terminated by County for any reason or for no reason, upon not less than 30 days' prior written notice to Contractor stating County's intention to terminate this Agreement. Within 30 days of the effective date of the termination, Contractor shall provide County all reporting required by this Agreement or requested by County. Contractor agrees that County's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by County or any other claim or cause of action.

12.6. Written Notice: All notices required under this Section 12 shall be made in writing and shall be sent via overnight express carrier or by certified or registered mail, return receipt requested, to the Parties at the following addresses:

COUNTY: Contracts Administrator  
Salt Lake County  
2001 South State, Suite, N4-600  
Salt Lake City, Utah 84190-3100

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be effective upon the next business day following the date of delivery stated on the receipt provided by the carrier.

**13. FEES AND COSTS:** In the event of any judicial action to enforce its rights under this Agreement, the parties will bear their own fees, costs, and other expenses regardless of which prevails.

**14. LICENSING AND STANDARD COMPLIANCE:** By signing this Agreement, Grantee acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which it operates and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Agreement. Failure to secure or maintain a license is grounds for termination of this Agreement. Grantee acknowledges that it is responsible for familiarizing itself with these laws and regulations and complying with all of them.

**15. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**

- 15.1. At all times during this Agreement, and for all uses of Grant Funds under this Agreement, Grantee will comply with all anti-discrimination, employment, and drug-free workplace law and all other applicable federal and state constitutions, and other applicable local laws, rules, codes, orders, and regulations.
- 15.2. As Grantee is receiving federal funds under this Agreement the following federal laws may apply to any contracts entered into by Grantee where Grant Funds are used: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti- Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti- Lobbying Amendment, and the Debarment and Suspension Executive Orders. If Grantee enters a contract to purchase any good or services using Grant Funds for payment, Grantee shall comply with these, and all other relevant, laws and regulations to the extent they apply.
- 15.3. Grantee shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F.
- 15.4. Workers' Compensation Insurance: Grantee shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the Grantee uses the Grant Funds at the statutory limits required by said jurisdiction.
- 16. PUBLIC INFORMATION:** Grantee agrees that this Agreement, will be a public document and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the County express permission to make copies of and disclose this Agreement, invoices and supporting documentation in accordance with GRAMA. The Grantee further agrees and understands that the supporting application for this Agreement, and any other document or record provided to the County by Grantee under this Agreement is subject to GRAMA and may be available for public and private distribution in accordance with GRAMA.
- 17. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** Grantee agrees that if the County or the Treasury determines payments to the Grantee or use of Grant Funds by the Grantee were incorrectly reported or were expended in a manner inconsistent with ERAP, this Agreement, and other applicable law, the Grantee will return to the County funding in the amount equal to the amount of Grant Funds found to be improperly expended. Upon written request Grantee will immediately refund to the County any overpayments as determined by audit or the County.
- 18. FINANCIAL/COST ACCOUNTING SYSTEM:** Grantee agrees to employ standard business accounting practices and to otherwise maintain records sufficient to demonstrate that the Grant Funds provided have been spent in accordance with ERAP and this Agreement.
- 19. WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
- 20. ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) ERAP ; (ii) Guidance and FAQs issued by the United States Department of the Treasury; (iii) this Agreement; (iv) the County's RFA. Any provision attempting limit the rights of the County attached to this Agreement is rendered null and void.
- 21. SURVIVAL OF TERMS:**
  - 21.1. Termination or expiration of this Agreement shall not extinguish or prejudice the County's right recoup or otherwise recover Grant Funds from Grantee if the Treasury finds that the Grant Funds provided to Grantee were provided to Grantee, or expended by Grantee, in violation of ERAP.
  - 21.2. Additionally, termination or expiration of this Agreement shall not extinguish or prejudice the

County's right to enforce this Agreement with respect to any default of this Agreement or of any of the following Sections: 3, 4, 6, 8, 9, 10, 11, 12, 14, 17, 18, 20, 21, 22, 23, 24, 25.

- 22. SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
- 23. ERRORS AND OMISSIONS:** Grantee shall not take advantage of any errors and/or omissions in this Agreement. Grantee must promptly notify the County of any errors and/or omissions that are discovered.
- 24. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
- 25. EFFECTIVE DATE AND TERMINATION:** This Agreement is effective upon the signature of the last party to sign, as indicated by the corresponding date, (the "Effective Date") and will terminate on or before January 31, 2025, unless terminated sooner as provided herein.
- 26. REQUIRED INSURANCE:** Grantee shall, at all times during the term of this Agreement, without interruption, carry and maintain the insurance coverage required by the RFP. Grantee shall provide Certificate(s) of Insurance, showing up-to-date coverage upon request. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. Grantee's failure to maintain required insurance for the term of this Agreement will be grounds for immediate termination. The County reserves the right, in the County's sole discretion, to require additional policies or higher or lower insurance limits where warranted. The carrying of insurance required by this Agreement shall not be interpreted as relieving Grantee of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order.
- 27. SUSPENSION OR DEBARMENT.** The Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

**IN WITNESS WHEREOF, the Parties execute this Agreement, and the Grantee certifies that any representations are true and correct and that it will abide by the terms of the Agreement. Grantee further certifies that, to the best of his or her knowledge and belief, that:**

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.**
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.**

[Signature page follows]

**SALT LAKE COUNTY**

Signature: \_\_\_\_\_  
Mayor or Designee

Date: \_\_\_\_\_

Division Approval:

Signature: \_\_\_\_\_

Approved as to form for the County:

Signature: \_\_\_\_\_

**GRANTEE**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

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 Grantee by authority of law and that this Agreement is binding upon the Grantee. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code Ann. § 76-8-504. Any misrepresentations made in the application or this Agreement may subject the Grantee and the individual signing to criminal liability.



## Attachment A

At a minimum, the records should include:

1. Demographic information of beneficiaries
  - a. Gender
  - b. Race
  - c. Ethnicity
  - d. Veteran
2. The type and amount of assistance authorized for each application.
3. The household income level and the annual or monthly method used for eligibility.
4. Additional information on paper applications received and processed.
5. The accrued fiscal expenditures for ERAP.
6. Application Status – Pending, Approved, Denied
7. Rental Arrears Amount
8. Utility Assistance Amount
9. Utility Arrears Amount
10. Other Expenses Related to Housing
11. Housing Stability Amount
12. Total Assistance Amount
13. Landlord details
14. Number of Months covered with Rental Assistance
15. Number of Months covered with Utility Assistance
16. Household Income Level
  - a. Does not exceed 30% AMI
  - b. Exceeds 30% but does not exceed 50% Area Median Income (AMI)
  - c. Exceeds 50% but does not exceed 80% AMI
17. Used 2020 Annual Income Calculation – Yes or No
18. Used Monthly Income Calculation – Yes or No
19. Other Eligible Expenditures:
  - a. Expenditure Type – Personnel, Operating, Purchased Services,
  - b. Revenue Type – Earned Interest, ERAP Funding, Other
  - c. Administrative Dollars
  - d. Rental Assistance Dollars
  - e. Utility Assistance Dollars
  - f. Housing Stability Dollars
  - g. Totals
  - h. Clients Served Count



