

REQUEST FOR APPLICATION

SALT LAKE COUNTY

Eviction Prevention and Case Management Program
Multiple Award

RFA #ORD2024ERAP

Date of Issue: October 18, 2023



Office of Regional Development

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Part 1: Overview and Instructions

1.1 Purpose of the Request for Application “RFA”

Salt Lake County, on behalf of the Office of Regional Development “County” is soliciting applications from qualified firms “Applicant / Contractor” to provide consulting services for the County’s Emergency Rental Assistance Program (ERAP) funded by the U.S. Department of the Treasury. Due to rising evictions, the County is seeking organizations to provide direct short term rental assistance related to emergency situations along with case management services to Salt Lake County residents facing eviction.

The County reserves the right to award to one or more Applicants.

1.2 Deadline for Application Submission

Applications must be submitted before 11:59 PM MST on Wednesday, November 8, 2023 in the online application form found at:

<https://app.smartsheet.com/b/form/c088b34f04504f29a4c2c36081cae080>

No applications will be accepted after the closing date and time.

1.3 Projected Schedule for the RFA Process

County reserves the right to modify the following schedule at its discretion:

<u>Activity</u>	<u>Date</u>
RFA Issued	October 18, 2023
Final day to submit questions	November 1, 2023
Application Due Date	November 8, 2023
Committee Meeting	November 15, 2023
Anticipated Notice to Proceed	January 1, 2024

1.4 Pre-Application WebEx Meeting

A Pre-Application WebEx Meeting will not be held.

1.5 Question Submission

Questions may be submitted to **Jennifer Jimenez, at jjimenez@slco.org**, until the deadline for questions submission, which is Wednesday, November 1, 2023. Answers to the questions will be posted on the Office of Regional Development website for everyone to view. **Do not contact County officers or employees, or selection committee members.**

Part 2: Scope of Work and Requirements

2.1 Background

As part of the American Rescue Plan, the County received \$78 million in federal emergency rental assistance funds to help individuals pay their rent and utilities during the pandemic under 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). The initial Emergency Rental Assistance program (ERA) launched in March 2021 and served over 42,000 families. With the remaining ERA funds, Salt Lake County continues to support housing stability through the County Stability fund by assisting residents facing eviction and or housing instability.

The County wants to address community needs by contracting with 1-2 organizations to provide eviction prevention and case management services. The program starts on January 1, 2024, and ends on December 31, 2024. Through this RFA, households will receive direct rental assistance to address evictions related to emergencies and avoid a cycle of housing instability while integrating wrap-around case management services. The goal is to allow households to maintain their housing stability during a difficult time and build a long-term infrastructure of housing stability.

2.2 Scope of Work

A. Applicant Minimum Requirements:

1. The Applicant must affirm that they have operated for at least three (3) years and are qualified to provide or facilitate the assistance described in this request. If an agency has not operated for at least three (3) years, it must provide justification to support its ability to execute their proposed program for the duration of the contract period.
2. The Applicant must be a nonprofit organization.

B. Scope of Work

In response to the rising eviction filings, the County has established an eviction prevention and case management program that will help reduce the number of evictions filed to prevent the cascading adverse effects of displacements and improve housing stability for residents in the County. The program will be effective January 1, 2024, through December 31, 2024.

Activities must include providing direct short-term rental assistance to avoid an eviction and case management services to help households identify their most greatest risks for instability and connect them to community resources to regain long term housing stability.

Households are eligible for ERA funds if one or more of the following are met:

1. Household has not used 18 months of assistance under ERA1 and ERA2 combined;
2. Household has received a 3 day pay or vacate or eviction notice;
3. Can demonstrate a risk of experiencing homelessness or housing instability; and
4. The household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)). Agencies must prioritize households at or below 50% AMI who are unemployed and have been unemployed for 90 days.
 - a. Agency is required to report on the method they have established to implement

prioritization of assistance.

C. Reporting

1. Awarded Applicants must submit monthly reports to Salt Lake County will be submitted through an online Smartsheet portal. Reporting metrics at a minimum 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. Rental Arrears Amount
 7. Utility Assistance Amount
 8. Utility Arrears Amount
 9. Other Expenses Related to Housing
 10. Housing Stability Amount
 11. Total Assistance Amount
 12. Landlord details
 13. Number of Months covered with Rental Assistance
 14. Number of Months covered with Utility Assistance
 15. 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
 16. Used Monthly Income Calculation – Yes or No
 17. Number of 3 day pay or vacate and or Eviction Notices received
 18. 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

D. Performance Measures

- a) 78% of program participants will maintain housing after assistance (with at least 2 months).
- b) 73% of program participants will participate in financial literacy and or employment services.

2.3 Length of Agreement

The contract resulting from this solicitation will become effective on the date of execution through December 31, 2024.

There is no guarantee that contract(s) will be awarded from this solicitation.

2.4 Payment

The funding available for this project is \$1,000,000 for direct assistance and \$100,000 for administrative funds.

Agency should submit invoices monthly. For invoice submittals, the agency should include the contract number, name, and contact information for the agency providing assistance, date of range of services, type of service and amounts, invoice number and date, and total amount requested. The agency will submit invoices through a Smartsheet portal. The County will make payments to the agency within thirty (30) days of invoice approval.

The County reserves the right to correct an invoice before it's submitted for payment.

2.5 Insurance Requirements

Insurance will be required per the amounts listed below.

- A. Workers' compensation and employer's liability insurance as required by the State of Utah.
- B. Commercial general liability insurance in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate with the County named as an additional insured.
- C. Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit (not applicable).
- D. Commercial automobile liability insurance that provides coverage in the minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000 with the County named as an additional insured.

2.6 Proposal Format / Submission Requirements

A. Submit applications in the in the online application form found at:
<https://app.smartsheet.com/b/form/c088b34f04504f29a4c2c36081cae080>

Applicants must use the online form that includes necessary prompts and instruction to provide:

- a. Legal business name and UEI number
- b. Description of past services and qualifications:
 - i. A description of any similar services agency has provided on rental assistance since March 2020;
 - ii. Resumes for agency's senior leadership.
 - iii. A list of board members for their agency.
 - iv. The total number of staff for their agency.
 - v. Detailed description of communities served.
 - vi. Provide agency's EEO/non-discrimination policy.
- c. Description of previous experience providing eviction prevention and case management services.

- d. Description of grant services agency would provide (program plan) including:
 - i. Number of staff and or case managers that will work on program.
 - ii. Outline of how agency will perform grant activities.
 - iii. A budget and budget narrative for the proposed program.

B. Attachments A, B, C (Optional)

1. If requesting protected record status complete **Attachment A**, and upload a redacted program proposal.
 - All documents submitted in response to this RFA will be treated as public records in accordance with GRAMA unless a claim of business confidentiality is submitted. Refer to Section 3.3.A.
 - Failure to provide a redacted copy, or otherwise comply with the requirements, waives your request for protected record.
2. **Attachment B** County's Environmental Compliance Practices and Non-Debarment Certification compliance. Applicants should attest to the Attachment B compliance statement in the U3P event Questions Section. Applicants are not required to submit a signed Attachment D.
3. If requesting alterations to **Attachment C** or the RFA per Section 3.2 of this RFA, include a PDF of items requested and reasonable alteration desired.

Part 3: Response Evaluation and Notice to Applicants

3.1 Evaluation and Scoring Criteria

Response to the program proposal will be evaluated, scored, and ranked by a Selection Committee. Each member of the committee will be provided a score sheet to complete the proposal evaluation utilizing the point system listed below. Committee Members individually score the applications and rank them 1st, 2nd, 3rd, etc. according to their total score. The following point system is utilized:

Excellent (5): If the proposal offer exceeds expectations, with an excellent probability of success in achieving all requirements of the RFA, and is very detailed in providing innovative ideas, new concepts or optional features applicable to the project; a score of "5" is given.

Good (4): If the proposal offers a very good probability of success, achieves all requirements of the RFA in a reasonable fashion and provides some innovative ideas, new concepts or optional features applicable to the project; a score of "4" is given.

Acceptable (3): If the proposal offers a reasonable probability of success, but some of the requirements may not be met and does not include innovative ideas, new concepts or optional features applicable to the project; a score of "3" is given.

Poor (1-2): If the proposal falls short of expectations and has a low probability of success; a score of "1-2" is given.

Unacceptable: If the approach completely fails the requirements; a score of "0" is given.

Applications will be evaluated, scored, and ranked on the following criteria.

1. Application

The **Application** will be evaluated, scored, and ranked by a Selection Committee. Each member of the committee will be provided with a score sheet to complete the application evaluation.

30% Past Services & Experiences

The Applicant must explain its existing service model with eviction prevention and any previous services or assistance it has provided to support its ability to facilitate the assistance described.

1. Provide a description of any similar services agency has provided on eviction prevention rental assistance since March 2020
2. Provide a description of the communities and or population your agency serves.
3. Describe previous experience of providing eviction prevent and case management services.

30% Program Plan

As set forth in Minimum Qualifications, Applicant must demonstrate the need for eviction prevention and case management services for tenants at or below 80% AMI and a plan to provide services that overcome those issues.

1. Provide the number of staff and or case managers that will work on program.
2. Include how agency will advertise program, how many households are expected to be served and for how long, case management model etc.

30% Project Team

As set forth in Minimum Qualifications, resume of team members must demonstrate ability to create housing stability for program participants.

Upload the following documents into the Application:

1. Resumes for agency's leadership
2. List of board members for agency
3. Applicant's EEP/Non-Discrimination Policy
4. Proposed budget

10% Budget

Applicant must demonstrate how requested funds will be utilized and spent monthly. Budgets should match the capacity of the proposed program.

1. Provide a proposed budget narrative.
2. Explain or justify the estimated costs by line item and provide rationale for the allocation of those costs.

A. Interview, Demonstration, and Site Visit.

The Selection Committee may invite Applicants for an interview, demonstration, or conduct a site visit. The purpose is clarification and verification of the written proposal. The Selection Committee may re-score the proposal after the interview, demonstration, or site visit.

B. Recommended Award

After the Selection Committee has completed their evaluation, they will notify the County Mayor of the top-ranked Applicant. Award is conditioned upon the execution of a satisfactory contract.

C. Debrief Meetings

Debrief meetings with the selection committee members will not be allowed, however, an Applicant may discuss the RFA process with the chair/facilitator of the committee at any time.

3.2 Written Agreement Required

The selected Applicant must agree to all requirements in the RFA scope of work. The selected Applicant must also be willing to enter into a written agreement with County and agree to all the terms set forth in the Example Agreement, attached to this RFA.

If you wish to request alterations the RFA, including any of the terms of the example RFA Agreement (Attachment E), or any of the exhibits, attachments, or addenda, *the alterations must be specifically identified in your proposal with reasonable alternatives presented. Any such exceptions must be submitted as a separate PDF and labeled “Requested Alterations.” Only those alterations so specified will be available for discussion or negotiation. Applicant understands that deviations from the Example Agreement are made at the County’s sole discretion.*

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

3.3 Notice to Applicants

By submitting a proposal to this RFA, Applicant understands and agrees to the following:

A. Government Records Access and Management Act (GRAMA):

County is a governmental entity subject to the Utah Government Records Access and Management Act (“GRAMA”), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to County is considered a “public record” under GRAMA. Any person who provides to County a record that the person believes merits protection under subsection 63G-2-305(1) or (2) must submit with their proposal all of the following: (1) a written claim of business confidentiality, (2) a concise statement of reasons supporting the claim of business confidentiality, and (3) a separate copy of the proposal with the information requested to be protected redacted. **Failure to comply with any of the three requirements for a claim of business confidentiality waives the request for protected record.** Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. For your convenience, County has provided a Business Confidentiality Request Form which is attached to this RFA as **Attachment B**. **All documents submitted in response to this RFA will be treated as public records**

in accordance with GRAMA, unless a claim of business confidentiality has been properly made and approved by County. All proposed costs/pricing/fees submitted to the county are public records. An entire proposal cannot be identified as “PROTECTED,” “CONFIDENTIAL,” or “PROPRIETARY” and may be considered non-responsive if marked as such.

- B. Copyrighted Material Waiver: In the event that the proposal contains copyrighted or trademarked materials, by submitting its proposal the Applicant grants the County the right to use, reproduce, and publish the copyrighted or trademark materials in any manner the County deems necessary for conducting County business and for allowing public access to the responses under GRAMA or otherwise, including but not limited to photocopying, County Intranet/Internet postings, broadcast faxing, and direct mailing.

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

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

- C. Restrictions On Communications: From the issue date of this solicitation until a Applicant is selected and the selection is announced, Applicants are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the Buyer overseeing this procurement. Failure to comply with this requirement may result in disqualification.
- D. RFA Cancellation: This RFA may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of County. This includes cancellation of the RFA after an award has been made, but prior to the execution of a written contract. Applicant is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFA or withdrawal of an award prior to the execution of a written agreement.
- E. Firm Pricing: All prices, quotes, or applications are to remain firm for 120 days after the closing date, unless a different period is stated in County's RFA. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.
- F. Costs: Applicants bears all costs and expenses related to this RFA including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and attending the interview.
- G. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between County and the selected Applicant. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise must be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-

526-3994, or by accessing: <https://corporations.utah.gov/>.

- H. Changes or Modifications: Any changes or modification to the RFA will be made by written addendum. Applicant submitting a proposal based on any information other than that contained in County's RFA and any amendments (addenda), do so at their own risk.
- I. Receiving Applications: Contracts and Procurement will administer receipt and opening of all applications. After the closing time, only the identity of each Applicant will be made public. If only one proposal is received in response to County request, Contracts and Procurement, in coordination with the agency requesting the project, may recommend entering into a contract to the single Applicant if the conditions cited above are met. Alternatively, Contracts and Procurement may re-solicit for the purpose of obtaining additional applications.
- J. Rejection of Applications: Any proposal containing significant deviations from the specifications of the RFA will be considered non-responsive and may be rejected in whole or in part.
- K. Protests: Pursuant to Salt Lake County Code of Ordinances § 3.20.150, a protest in regard to the RFA document must be submitted in writing prior to the RFA closing date. All other protests must be submitted in writing within five (5) business days after notification of the award is posted on U3P. A protestor may file only one (1) protest after the RFA closing date. Protest letters must specifically and completely state the facts that the protestor believes constitute error in the RFA document or the award.
- L. Free and Competitive Selection: Any agreement or collusion among prospective Applicants to fix a price or limit competition will render the proposal void, and such conduct is unlawful and subject to criminal sanction. By submitting a proposal, the Applicant hereby certifies that no one in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by County Purchasing Ordinances or applicable law.
- M. Ethical Standards: Applicant represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.
- N. Campaign Contributions: The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by Applicants to County candidates. Salt Lake County Code of Ordinances § 2.72A. Applicant acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of

the contract and during a single election cycle as defined in the ordinance. Applicant further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

- O. Reasonable Accommodations: Reasonable accommodations for qualified individuals to attend meetings may be provided upon receipt of a request with two (2) working days' notice. Please contact Contracts and Procurement at 385.468.0300. TTY users may call 711.

- P. Environmentally Responsible Procurement Practices: County has implemented environmentally responsible procurement practices. Please refer to **Attachment D**.

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

- R. Employee Status Verification System
Applicant shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Applicant is individually responsible for verifying the employment status of only new employees who work under Applicant's supervision or direction and not those who work for another Applicant or subcontractor, except each Applicant or subcontractor who works under or for another Applicant shall certify to the main Applicant by affidavit that the Applicant or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Applicant or subcontractor. The Applicant shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Applicant's failure to comply with this requirement may result in the immediate termination of its contract with County.

Attachment A

REQUEST FOR PROTECTED RECORD

(Business Confidentiality Claim)

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

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

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

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

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

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

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

Signature of Claimant Representative: _____ Date: _____

Claimant Representative Name and Title: _____

Attachment B

Environmental Compliance Practices Vendor Compliance Statement and Non-Debarment Certification

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

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

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

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

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

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

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

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

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

Revised
Sept 2019

ATTACHMENT C

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 law or as would be reasonably

necessary given the Grantee's activities, practices, and industry. 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:

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.

GRANTEE

By: _____

Signature:

Title:

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. Rental Arrears Amount
7. Utility Assistance Amount
8. Utility Arrears Amount
9. Other Expenses Related to Housing
10. Housing Stability Amount
11. Total Assistance Amount
12. Landlord details
13. Number of Months covered with Rental Assistance
14. Number of Months covered with Utility Assistance
15. 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
16. Used Monthly Income Calculation – Yes or No
17. Number of 3 day pay or vacate and or Eviction Notices received
18. 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

