

**SALT LAKE COUNTY AMERICAN RESCUE PLAN ACT STATE
AND LOCAL FISCAL RECOVERY FUND SUBAWARD AGREEMENT**

This American Rescue Plan Act Fiscal Recovery Fund 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 located at _____.

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

RECITALS

1. The County received federal funds under section 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act (Public Law 117-2) (March 11, 2021) (“ARPA”) (“Federal Award”) to provide funding to combat and address the effects of the novel Coronavirus Disease 2019 (“COVID-19”) within Salt Lake County.
2. The County is distributing ARPA Fiscal Recovery Fund (“FRF”) grants to provide the services outlined in County’s Request for Application (“RFA”) and as provided in Grantee’s Proposal, both attached and incorporated as Attachment A (the “Grant Program”).
3. To achieve the objectives of the Grant Program, the County wishes to provide the Grantee ARPA funding to provide services described below for the Grant Program.
4. The Grantee’s unique tax identification number is _____.
5. The Grantee’s DUNS number is _____.
6. The first tranche of the federal award was provided to the County by the Treasury under ARPA on June 7, 2021.
7. Total amount of the Federal Award: \$225,401,283.00.
8. The amount of funds obligated to the Grantee by the County under this Agreement is the amount identified in Section 3.1.
9. The Federal Award Project Description is as provided in Attachment A and section 3.2 of this Agreement.
10. The Federal Award Identification Number is SLFRP2642.
11. Federal Award Date: June 7, 2021
12. The Assistance Listing Number and Title is 21.019.
13. This Agreement does not provide Grant Funds for any research and development.
14. Indirect Cost Rate: Indirect costs, as further described in 2 C.F.R. 200.414, shall not exceed 10% of the total awarded to Grantee in 3.1.
15. Match Requirement: N/A
16. County Awarding Official name and contact information:
Name: Salt Lake County Purchasing Agent, Jason Yocom
Address: 2001 S. State St. N4-600
Phone: (385) 468-0300
Email: slco-purchasing@slco.org

AGREEMENT

The Parties agree as follows:

1. INCORPORATED BY REFERENCE:

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

2. DEFINITIONS:

- 2.1. “**ARPA**” means section 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act (Public Law 117-2) (March 11, 2021).
- 2.2. “**Days**” means calendar days.
- 2.3. “**Treasury**” means the United States Department of the Treasury.
- 2.4. “**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 ARPA, Grantee is in fact a subrecipient of the ARPA grant, subject to the subrecipient monitoring, management, and other requirements set forth in 2 CFR 200.331-333.
- 2.5. “**Grant Funds**” or FRF means federal ARPA funds received by the Grantee under this Agreement.
- 2.6. “**Grant Period**” means _____ through _____. Unless specifically authorized otherwise in this Agreement, all expenditures under this Agreement must be for costs or expenses incurred by Grantee after March 3, 2021, and before 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 novel Coronavirus Disease 2019.
- 2.9. “**Subgrantee or subcontractor**” means an individual or entity that has entered into an agreement with the Grantee to perform services or provide goods using or paid for by Grant Funds provided under this Agreement. Additionally, the term “subgrantee” or “subcontractor” also refers to individuals or entities that have entered into agreements with any subgrantees/subcontractors if: (1) those individuals or entities have agreed to perform all or most of the subgrantee’s or subcontractor’s duties under this Agreement; or (2) federal law requires this Agreement to apply to such individuals or entities.
- 2.10. “**Grant Terms**” means the FR, the FAQ, the Reporting Requirements, the Single Audit Act (31 U.S.C. Sections 7501-7507), and by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the “Uniform Guidance”).
- 2.11. “**FR**” means the Coronavirus State and Local Fiscal Recovery Funds Final Rule, 31 CFR Part 35, 4338 Federal Register / Vol. 87, No. 18 / Thursday, January 27, 2022, hereby incorporated by reference.
- 2.12. “**FAQ**” means the Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions documents created by the Treasury, as amended.
- 2.13. “**Reporting Requirements**” means the Compliance and Reporting Requirements for the State and Local Fiscal Recovery Funds published by the Treasury, as that document is updated by the Treasury.

3. GENERAL:

- 3.1. County’s Obligations: County will transfer a single lump sum of \$ _____ in Grant Funds to Grantee to provide assistance as described in Attachment A.
- 3.2. Grantee’s Obligations:
 - 3.2.1. Grantee will use the Grant Funds in compliance with this Agreement and with ARPA and only for the purposes detailed in Attachment A. Additionally, Grantee will abide by the Grant Terms.
 - 3.2.2. Grantee understands that as a subrecipient, this Agreement creates a federal assistance relationship with the Grantee, as further described at 2 CFR 200.93 and 2 CFR 200.330(a).
 - 3.2.3. Grantee may only expend Grant Funds during the Grant Period. Within five Days of the end of the Grant Period, Grantee shall return to the County all Grant Funds that are unexpended within the Grant Period. Grant Funds obligated by the Grantee will not be deemed as expended.
 - 3.2.4. Grantee is solely responsible for complying with this Agreement. Grantee shall be the sole point of contact regarding all matters related to this Agreement.
 - 3.2.5. The Grantee will use Grant Funds only as detailed in Attachment A of this Agreement. Use of Grant Funds for any purpose not detailed in Attachment A of this Agreement, without prior express written consent of the County, will constitute a material breach of this Agreement.
 - 3.2.6. Grantee will repay to the County any Grant Funds expended in violation of this Agreement. Grantee shall also be liable to County for any costs, fees, or fines that arise out of Grantee’s

violation of this Agreement.

3.2.7. Grantee must comply with the auditing, monitoring, record keeping, and reporting sections of this Agreement.

3.2.8. The Grantee may use subgrantees or subcontractors to fulfill its obligations under this Agreement.

3.2.9. Grantee understands the Treasury requires the County and subrecipients like the Grantee provide information on expenditures, performance indicators, and objectives for each award. Grantee will cooperate with the County to collect and provide such performance indicators and objectives as required by any future update of the Grant Terms.

3.2.10. Grantee and Grantee's subrecipients who expend more than \$750,000 in federal awards (Grant Funds and any and all other federal awards) during Grantee's fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grant Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and Single Audit submissions.

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 must maintain written standards of conduct governing conflicts of interest and governing actions of its employees engaged in the selection, award, and administration of contracts and grants under this Agreement.

5.2. No employee, officer, or agent of the Grantee may participate in the selection award, or administration of this Agreement, or any subaward or subcontract, if they have a real or apparent conflict of interest, as further defined and described in 2 CFR 200.318(c)(1).

5.3. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Grantee may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

5.4. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

5.5. Grantee shall ensure this section 5 is included in its subcontracts and subawards.

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 (2015). The parties agree that County shall only be liable within the parameters of the 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 (or Grantee's subgrantees or subcontractors) performance of this Agreement.

7. **SUBGRANTEE/SUBCONTRACTOR AGREEMENTS:** In substantially the same form, Grantee shall ensure that the Grant Terms are included in the award documents and agreements for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) as required by applicable federal law.

8. **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.

9. **MONITORING:**

9.1. The County, the Treasury, and any other authorized oversight body including but not limited to the

Government Accountability Office, the Treasury's Office of the Inspector General, or the Pandemic Relief Accountability Committee shall have the right at any time and for any reason to monitor Grantee's use of the Grant Funds under this Agreement, or any of Grantees subgrantees or subcontractors. Monitoring of Grantee's use of the Grant Funds shall be at the complete discretion of the County, the Treasury, or the authorized oversight body which will include but is not limited to Grantee's fiscal operations and compliance with the terms, conditions, and attachments of this Agreement. Monitoring includes access to any and all records created and maintained under this Agreement, and financial statements related to this Agreement.

- 9.2. If it is discovered that Grantee (or Grantee's subcontractors or subgrantees) 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.

10. RECORD KEEPING:

- 10.1. The County, the Treasury, the Comptroller General of the United States, or any of their authorized representatives, will have access to and the right at any time during normal business hours to examine, monitor, audit, excerpt, transcribe, and copy any records or files of the Grantee involving transactions relating to this Agreement, including any agreements, contracts, purchase orders, or similar transactions between Grantee and any partner or subcontractor related to this Agreement in any way. The Grantee agrees to permit any of the forgoing parties to reproduce by any means or to copy excerpts or transcriptions as reasonably needed and agrees to cooperate with all such requests.
- 10.2. The Grantee agrees to provide the County, the Treasury, or an authorized representative of either, with access to construction or other work sites pertaining to work being completed under this Agreement.
- 10.3. Grantee shall keep detailed records of all expenditures Grantee or its subcontractors/subgrantees make of the Grant Funds. Records must be sufficient to detail how the expenditure complies with this Agreement and ARPA.
 - 10.3.1. Grantee shall track and document its expenditures using the categories of expenditures as provided in the FR, and in a manner that allows the County to comply with the County's reporting requirement in the FR and as further detailed by the Treasury in subsequent memoranda and guidance, hereby incorporated by reference into this Agreement.
- 10.4. Grantee agrees that the reporting and record keeping requirements specified in this Agreement 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.
- 10.5. Grantee shall retain all records and documents relevant in any way to this Agreement until December 31, 2031.
- 10.6. In a manner substantially similar to Grantee's record keeping obligations found in this Section 10, Grantee shall contractually require that all subcontractors or subgrantees document and track uses of the Grant Funds, or determinations of eligibility for Grant Funds, and provide all such documentation to Grantee.
- 10.7. If the Grantee fails to document any expenditure of Grant Funds as provided in this Section 10, Grantee will repay the County all Grant Funds spent on unsupported or undocumented expenditures.
- 10.8. Grantee will fully cooperate with the County, the Treasury, and the State of Utah, or any other authorized federal entity, in any investigations or audits into the use of Grant Funds.

11. REPORTING AND CERTIFICATION:

- 11.1. Grantee shall, as required by the County to comply with County's federal requirements and deadlines, submit to the County a detailed report within 10 Days of the end of each calendar month. The report shall contain the detail required in Section 10 of this Agreement for the previous month. If provided by County, Grantee will use the County's online reporting portal for Grantee's compliance with Section 11 of this Agreement. At any time during the Grant Period, the County may request such report for any or all previous months, and Grantee will provide such report within 10 Days of the written request.

- 11.2. All reports will certify that Grantee used the Grant Funds in a manner compliant with this Agreement and applicable law.
- 11.3. In addition to monthly reports, on or before the end of the Grant Period, Grantee shall submit written certification to the County that all Grant Funds were expended in a manner consistent with this Agreement. 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 County any Grant Funds Grantee expended in a manner inconsistent with this Agreement.
- 11.4. If Grantee fails to report pursuant to this Section 11, Grantee will repay County the Grant Funds spent on unreported and/or unsupported expenditures.
- 11.5. Grantee shall obtain a Data Universal Number System (DUNS) number and register at SAM.gov.
- 11.6. Grantee shall include provisions similar to this Section 11 in its agreements with subcontractors/subgrantees requiring the same level of record keeping that applies to the Grantee.
12. **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 breach of any term or condition of this Agreement
13. **AGREEMENT TERMINATION:**
 - 13.1. Upon termination for any reason, whether completion of the term, termination for non-funding, or termination under this Section 13, Grantee shall return all Grant Funds previously disbursed but not utilized and provide the County with a final report detailing all Grant Fund expenditures made under this Agreement.
 - 13.2. Termination for Cause: This Agreement may be terminated for cause, as defined in Section 12, by the County upon written notice given to the Grantee. The Grantee will be given 5 Days after written notification to cure 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, the Grantee will provide an accounting of funds expended up to the date of termination and return any remaining balance to the County. If, after termination for default, it is determined that the Grantee was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience as provided in this Agreement. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
 - 13.3. Immediate Termination: The County may terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or gross mismanagement as determined by the County.
 - 13.4. 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 if the County determines in its sole discretion 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. 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 of the United States, 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.
 - 13.5. Remedies for Grantee's Violation: In the event this Agreement is terminated under section 13.2 or 13.6 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 ARPA.

- 13.6. **Termination for convenience.** The County may terminate this Agreement for any reason or for no reason, upon not less than 30 Days' prior written notice to the Grantee stating County's intention to terminate this Agreement. Grantee agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Grantee to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.
14. **FEES AND COSTS:** In the event of any judicial action to enforce its rights under this Agreement, the prevailing party, whether the County or Grantee, shall be entitled its costs and expenses incurred in connection with such action.
15. **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.
16. **PUBLIC INFORMATION:** Grantee agrees that this Agreement Grantee's Proposal, and any other document or record provided to the County are public documents 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.
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 or its subcontractors/subgrantees were incorrectly reported or were expended in a manner inconsistent with ARPA, 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 expended in accordance with ARPA 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) ARPA; (ii) Attachment B, (iii) this Agreement; (iv) Attachment C (v) Attachment A. Any provision attempting to 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 to 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 ARPA.
 - 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 or liability under this Agreement and its Attachments.
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 one calendar year after the end of the Grant Period.
26. **REQUIRED INSURANCE:**
- 26.1. 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, to the County within thirty (30) Days of Agreement award. 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.
- 26.2. 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.
27. **ANTI BOYCOTT ACT:** For Contracts with a total value of \$100,000 or more with Grantees that employ 10 or more full-time employees, by signing this Agreement, Grantee certifies that it has read Utah Code Section 63G-27-201, is not involved in any prohibited boycott, and will not engage in any prohibited boycott for the duration of this Agreement.
28. **GRANT REIMBURSEMENT:** The Grantee shall reimburse the County for any Grant Funds that are determined by the County or the Treasury to have been not eligible, misused, or misappropriated, or not expended during the Grant Period. If the County or the Treasury determines that the Grantee has breached or failed to comply with any provision of this Agreement, or that Grantee has failed to comply with ARPA or the FR, the Grantee will reimburse all or a portion of the Grant Funds, with or without termination of this Agreement, due within 45 Days written notice to the Grantee. The County reserves the right to recover Grant Funds by any legal means. The Grantee shall indemnify and hold harmless the County for all suits, actions, claims and related costs incurred by the County in recovering Grant Funds, irrespective of whether the Grant Funds are recovered.
29. **PROCUREMENT:**
- 29.1. When procuring goods or services using Grant Funds, Grantee shall comply with all applicable federal procurement rules, as a “non-Federal entity”, including but not limited to 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200.
- 29.2. Grantee shall maintain records sufficient to detail the history of procurement. These records will include, but are not limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- 29.3. Grantee shall maintain oversight to ensure that subcontractors/subgrantees perform in accordance with the terms, conditions, and specifications of their contractors or purchase orders.

30. **EQUAL OPPORTUNITY:** Grantee shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor."
31. **SMALL, MINORITY, AND WOMEN BUSINESS ENTERPRISES:**
- 31.1. In a manner consistent with 2 CFR 200.321, and Executive Orders 11625, 12432, and 12138, the Grantee must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 31.2. Affirmative steps must include:
- 31.2.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 31.2.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 31.2.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 31.2.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 31.2.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 31.2.6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this Section.
32. **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352, AS AMENDED:** Grantee certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
Agreements over \$100,000 - Grantees must sign the certification in Attachment B to this Agreement
33. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** Agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government, the County, and Grantee in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any applicable implementing regulations.
34. **AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327 THROUGH 333):** Where applicable, all Agreements in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Agreement Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, Grantee and all subgrantees/subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in

surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

35. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT:

- 35.1. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 35.2. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 35.3. Grantee agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 35.4. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

36. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

SERVICES OR EQUIPMENT: For work, services, or goods provided to the County under the Agreement, Grantee shall not:

- 36.1. Procure or obtain, or enter, extend, or renew a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, the following are prohibited to be used:
 - 36.1.1. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - 36.1.2. Telecommunications or video surveillance services provided by or used by such entities listed in this section; and
 - 36.1.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

37. BUY USA - DOMESTIC PREFERENCE FOR CERTAIN PROCUREMENTS USING FEDERAL

FUNDS: Grantee should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards and subcontracts including all contracts and purchase orders for work or products under this award. For purposes of this section:

- 37.1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 37.2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

38. PROCUREMENT OF RECOVERED MATERIALS:

- 38.1. In the performance of this Agreement, the Grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- 38.1.1. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - 38.1.2. Meeting Agreement performance requirements; or
 - 38.1.3. At a reasonable price.
- 38.2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 38.3. Grantee also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

39. PUBLICATIONS: Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2642 awarded to Salt Lake County by the U.S. Department of the Treasury."

40. INCREASING SEAT BELT USE IN THE UNITED STATES: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for Grantee's employees when operating company-owned, rented, or personally owned vehicles.

41. REDUCING TEXT MESSAGING WHILE DRIVING: Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

42. DEBARMENT:

- 42.1. Grantee certifies, by signature to this Agreement, accepting funds under this Agreement, or performing obligations under this Agreement, that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If Grantee is unable to certify to any portion of this statement, Grantee shall attach an explanation to this Agreement.
- 42.2. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Grantee is required to verify that none of Grantee's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 42.3. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction Grantee enters.
- 42.4. The certifications in this Section 17 are a material representation of fact relied upon by County. If it is later determined that the Grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

43. OTHER FEDERAL REQUIREMENTS: Grantee will comply with all other applicable federal laws, including but not limited to:

- 43.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and the United States Treasury Department's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- 43.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- 43.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- 43.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and the United States Treasury Department's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- 43.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and
- 43.6. 41 U.S.C. § 4712, Protections for Whistleblowers, which prohibits Grantee from discharging, demoting, or discriminating against an employee as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
44. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT ("FFATA"):** The Grantee, where applicable, shall follow and abide by all requirements of the FFATA, as applicable.
45. **FALSE STATEMENTS:** Grantee understands that making false statements or claims in connection with this Agreement may be a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
46. **DATA UNIVERSAL NUMBERING SYSTEM ("DUNS") NUMBER:** The Grantee will obtain a DUNS number and maintain the DUNS number during the Grant Period.
47. **APPLICABLE LAWS:** In addition to the laws, rules, and regulations specified in this Agreement, the Grantee will comply with all applicable federal, state, and local laws, rules, codes, regulations, and ordinances.

[Signature page to follow. Remainder of this page left intentionally blank.]

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.

SALT LAKE COUNTY

GRANTEE: _____

Signature: _____

By: _____

Mayor or Designee

Date: _____

Title: _____

Division Review

Date: _____

Signature: _____

The individual signing above hereby represents and warrants that s/he is 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 (1973). Any misrepresentations made in the application or this Agreement may subject the Grantee and the individual signing to criminal liability.

Department Review (For contracts exceeding \$100,000.00):

Signature: _____

Approved as to form for the County:

Signature: _____

Attachment A

ATTACHMENT B

- This form is required only for agreements exceeding \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their 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.
3. The undersigned shall require that the language of this certification be included in the contract documents for all subcontracts, at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all contractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Date: _____

Signature of Contractor's authorized official

(Print name of person signing above)

(Print title of person signing above)