

JENNY WILSON
Salt Lake County Mayor


Robin Chalhoub
Department Director
Community Services

MARTIN JENSEN
Division Director
Parks & Recreation

Salt Lake County
Government Center
2001 S. State Street
Suite S4-700
(385) 468-1800

MEMORANDUM

TO: Robin Chalhoub

FROM: Martin Jensen 

DESCRIPTION: Agreement with the Millcreek City for Jordan River Trail projects

DATE: 9 May 2023

Dear Robin,

As you know, part of our mission is the continued development, operation, and maintenance of the Jordan River Trail (JRT) system. As such, this includes working with other municipalities to secure funding to plan, design and make physical improvements to said trail system.

We have been able to coordinate with Millcreek City for the planning, design and development of a trail extension and bridge for the JRT, along with a new trailhead at 3900 South within Millcreek City.

Millcreek is supporting the project since the it is within their city and as such have agreed to contribute funding to the project.

The attached interlocal agreement notes this contribution amounts to the projects and outlines the conditions for said funds.

As such, we respectfully request you review and acknowledge the agreement and forward it to the County Council for consideration via a resolution also attached here in.

Thank you,

Enclosure: Interlocal agreement with Millcreek City

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT
BETWEEN SALT LAKE COUNTY AND MILLCREEK CITY REGARDING
THE CONSTRUCTION OF A TRAILHEAD AND BRIDGE FOR THE JORDAN
RIVER TRAIL ON THE MILLCREEK SIDE OF THE JORDAN RIVER

RECITALS

- A. In 2022, the City was awarded a FY23 Community Development Block Grant (“CDBG”) in the amount of Two Hundred Thirty One Thousand Four Hundred Dollars (\$231,400.00).
- B. In 2023, the City expects to be awarded an additional CDBG in the approximate amount of Two Hundred Thirty One Thousand Four Hundred Dollars (\$231,400.00).
- C. Also, in 2022, the City was awarded a One Million Five Hundred Ten Thousand Two Hundred Dollars (\$1,510,200.00) Active Transportation Grant (“ATG”) from the Utah Department Of Transportation (“UDOT”).
- D. The County is designing or has designed and intends to construct the following:
 - i. a trailhead for the Jordan River Trail (“JRT”) on the Millcreek side of the Jordan River at approximately 961 West 3900 South (address) (the “Trailhead Project”);
 - ii. an extension of the JRT on the Millcreek side of the river with a new bridge on four parcels located at 761, 797, 821 & 833 West 4060 South (Phase I);
 - iii. and an additional trail extension to 4060 S (Phase II), (the “Bridge Project” comprises Phase I and II);
 - iv. the Bridge Project and the Trailhead Project may be collectively referred to as the “JRT Project.”
- E. The County has committed to paying upfront costs of the JRT Project up to a total of Three Hundred Thirty Thousand Dollars (\$330,000.00).
- F. The City has contributed Two Hundred Seventeen Thousand Two Hundred Fourteen Dollars (\$217,214.00) in general funds to the JRT Project.
- G. The City will also commit to the County FY23 CDBG funds in the amount Two Hundred Thirty One Thousand Four Hundred Dollars (\$231,400.00); FY24 CBDG funds in the amount of Two Hundred Thirty One Thousand Four Hundred Dollars (\$231,400.00); and ATG funds in the amount of One Million Five Hundred Ten Thousand Two Hundred Dollars (\$1,510,200.00); and an additional Ninety-Eight Thousand Four Hundred Dollars (\$98,400.00) of City general funds to complete the JRT Project (collectively referred to as the “Funds”).
- H. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the

Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Interlocal Cooperation Agreement is hereby approved, and the Mayor is authorized and directed to execute the Interlocal Cooperation Agreement, attached hereto as Exhibit 1 and to sign any other documents necessary to accomplish the purposes of the Interlocal Cooperation Agreement.

[Signature Page Below]

APPROVED and ADOPTED this _____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

ATTEST:

Lannie Chapman
Salt Lake County Clerk

Council Member Alvord voting	_____
Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Granato voting	_____
Council Member Harrison voting	_____
Council Member Stewart voting	_____
Council Member Stringham voting	_____
Council Member Theodore voting	_____
Council Member Winder Newton voting	_____

Reviewed and Advised as to Form and Legality:

David A. Johnson
2023.04.26
'00'06- 12:07:49



Deputy District Attorney
Salt Lake County

EXHIBIT 1
(Interlocal Cooperation Agreement)

MILLCREEK, UTAH
RESOLUTION NO. 23-20

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL
COOPERATIVE AGREEMENT BETWEEN MILLCREEK AND SALT LAKE COUNTY
TO FUND A PORTION OF SALT LAKE COUNTY'S
JORDAN RIVER TRAIL PROJECT**

WHEREAS, the Millcreek Council ("*Council*") met on May 8, 2023, to consider, among other things, approving an Interlocal Cooperative Agreement between Millcreek and Salt Lake County (the "*County*") to fund a portion of the County's Jordan River Trail Project; and

WHEREAS, the Utah Local Cooperative Act (Utah Code Ann. § 11-13-101, et seq.) (the "*Act*") provides that two or more entities are authorized to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the County and Millcreek are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act; and

WHEREAS, the County and Millcreek desire to enter into an interlocal cooperative agreement ("*Agreement*") to fund a portion of the County's Jordan River Trail Project; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into the agreement for funding a portion of the County's Jordan River Trail Project.

NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

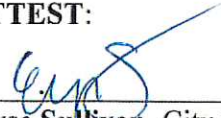
This Resolution assigned No. 23-20, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 8th day of May 2023.

MILLCREEK COUNCIL

By: 
Jeff Silvestrini, Mayor

ATTEST:


Elyse Sullivan, City Recorder



Roll Call Vote:

Silvestrini	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Catten	<input checked="" type="radio"/> Yes	<input type="radio"/> No
DeSirant <i>excused</i>	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Jackson	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Uipi	<input checked="" type="radio"/> Yes	<input type="radio"/> No

An Interlocal Cooperation Agreement between Millcreek and Salt Lake County for funding a portion of the County's Jordan River Trail Project.

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is between **SALT LAKE COUNTY** a body corporate and politic of the State of Utah, with its business address located at 2001 South State Street, Salt Lake City, Utah 84190 ("County"), and **MILLCREEK**, a Utah municipal corporation, with its business address located at 3330 South 1300 East, Millcreek, UT 84106 ("City"). The County and the City may each be referred to herein individually as a "Party" and jointly as the "Parties."

RECITALS

- A. In 2022, the City was awarded a FY23 Community Development Block Grant ("CDBG") in the amount of Two Hundred Thirty One Thousand Four Hundred Dollars (\$231,400.00).
- B. In 2023, the City expects to be awarded an additional CDBG in the approximate amount of Two Hundred Thirty One Thousand Four Hundred Dollars (\$231,400.00).
- C. Also, in 2022, the City was awarded a One Million Five Hundred Ten Thousand Two Hundred Dollars (\$1,510,200.00) Active Transportation Grant ("ATG") from the Utah Department Of Transportation ("UDOT").
- D. The County is designing or has designed and intends to construct the following:
 - a. a trailhead for the Jordan River Trail ("JRT") on the Millcreek side of the Jordan River at approximately 961 West 3900 South (address) (the "Trailhead Project");
 - b. an extension of the JRT on the Millcreek side of the river with a new bridge on four parcels located at 761, 797, 821 & 833 West 4060 South (Phase I);
 - c. and an additional trail extension to 4060 S (Phase II), (the "bridge Project" comprises Phase I and II);
 - d. the Bridge Project and the Trailhead Project may be collectively referred to as the "JRT Project."
- E. The County has committed to paying upfront costs of the JRT Project up to a total of Three Hundred Thirty Thousand Dollars (\$330,000.00).
- F. The City has contributed Two Hundred Seventeen Thousand Two Hundred Fourteen Dollars (\$217,214.00) in general funds to the JRT Project.
- G. The City will also commit to the County FY23 CDBG funds in the amount Two Hundred Thirty One Thousand Four Hundred Dollars (\$231,400.00); FY24 CBDG funds in the amount of Two Hundred Thirty One Thousand Four Hundred Dollars (\$231,400.00); and ATG funds in the amount of One Million Five Hundred Ten Thousand Two Hundred Dollars (\$1,510,200.00); and an additional Ninety-Eight Thousand Four Hundred Dollars (\$98,400.00) of City general funds to complete the JRT Project (collectively referred to as the "Funds").
- H. The Parties are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

NOW, THEREFORE in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived therefrom, and for other good and valuable consideration, the receipt, and sufficiency of which the Parties hereby acknowledge, it is hereby agreed as follows:

1. The Recitals are hereby incorporated into this Agreement.
2. Within fifteen (15) days of the execution of this Agreement the City will remit Four Hundred Eighty Thousand Dollars (\$480,000.00) to the County of which Four Hundred Sixty-Two Thousand Eight Hundred Dollars (\$462,800.00) will be reimbursed to the City through the FY 23 & 24 CDBG funds upon completion of Phase I and II of the Bridge project as noted above in paragraph F, and a portion of the City's contribution of Seventeen Thousand Two Hundred Dollars (\$17,200.00) The County will use the funds only for work to complete the JRT Project.
3. Within thirty (30) days of receiving the One Million Five Hundred Ten Thousand Two Hundred Dollars (\$1,510,200) of UDOT AGT funds, the City will remit said funds to the County. The County will use the funds only for work to complete the JRT Project.
4. The City will remit the final Eighty-One Thousand Two Hundred Dollars (\$81,200.00) to the County upon completion of the JRT Projects.
5. County will abide by all applicable federal, state, and local restrictions and requirements for completing the work of the JRT Project.
6. County will design, bid, and construct the JRT Projects with input from the City.
7. The Bridge Project Phase I is anticipated to be complete by December 30, 2023, and Phase II is anticipated to be completed by June 30, 2024. The Trailhead Project is anticipated to be completed by December 31, 2024.
8. The County will submit supporting documentation required by grants mentioned in paragraph F on a monthly basis to the City.
9. The County will not pay contractors on CDBG projects until said contractors have submitted appropriate documentation (certified payrolls, and section 3 documentation) to the County CDBG Contract and Compliance Analyst.
10. The County will own and maintain the JRT Project at County's sole cost and expense.
11. This Agreement takes effect on the date the Agreement is signed by the last Party to sign ("Effective Date") and terminates upon final completion of the JRT Project by the County.
12. The following provisions are also integral parts of this Agreement:
 - a. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
 - b. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

- c. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original (CFDA number 14.218).
- d. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
- e. Waiver of Breach. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.
- f. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.
- g. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- h. Time of Essence. Time is the essence of this Agreement.
- i. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
- j. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United State mail, postage prepaid and certified, and addressed to the Parties at their respective addresses set forth above.
- k. No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.
- l. Joint Board. As required by Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the City's designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such joint board.
- m. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.
- n. Manner of Acquiring, Holding, or Disposing of Property. The real property will be acquired, held, or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.
- o. Exhibits and Recitals. The Recitals set forth above and all exhibits (if any) to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.
- p. Attorney Review. This Agreement shall be submitted to the authorized attorneys for the County and the City for approval in accordance with Utah Code Ann. § 11-13-202.5.

- q. Copies. Duly executed original counterparts of this Agreement will be filed with the keeper of records of each Party, pursuant to Utah Code Ann. § 11-13-209.
13. Background. County has entered into a grant agreement (“Grant Agreement”) with the United States Department of Housing and Urban Development (“HUD”) for financial assistance to conduct a Community Development Block Grant Program (the “CDBG Program”) pursuant to Title I of the Housing and Community Development Act of 1974 (the “Act”), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant (“CDBG”) programs, 24 Code of Federal Regulations (“CFR”) part 570, as amended, (the “Rules and Regulations”) and the applicable provisions of 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Super Circular”). County is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects, as provided in the Rules and Regulations regulating CDBG program funds.
14. With respect to the following clauses “Additional Requirements”, “Contractor” is the third party that County hires and supervises to do the actual work and who shall abide by the terms and conditions of this Agreements and the Additional Requirements set forth below. Additional Requirements.
- a. Compliance.
- (i) Contractor agrees to comply with the requirements the CDBG Program regulations found at 24 CFR Part 570 and all incorporated and related federal regulations, statutes, policies and directives, as applicable. Contractor also agrees to comply with all other applicable Federal, State and local laws, regulations, policies and Salt Lake County program directives governing the funds and services provided under this Agreement including but not limited to 2 CFR Part 200.
- (ii) In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the Contractor will abide by the applicable certifications found at: <https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/>.
15. Administrative Requirements.
- a. Uniform Requirements. The Contractor and its agencies or instrumentalities and Subrecipients shall comply with applicable uniform administrative requirements, cost principles, and audit requirements as described in 2 CFR Part 200 and as modified by 24 CFR § 570.502. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-13.
- b. Other Program Requirements. Contractor shall comply with the program requirements set forth at 24 CFR §§ 570.600 - 570.614. Except, Contractor shall not be required to assume the environmental responsibilities described at 24 CFR § 570.604 or the review process under 24 CFR Part 52.
- c. Financial Management. Contractor agrees to comply with the standards for financial and program management in accordance with 2 CFR Part 200, Subpart D, and agrees to

adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

- d. Cost Principles. Contractor, as specified in 24 CFR § 570.502(a), shall administer its Program in conformance with 2 CFR Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

16. Personnel & Participant Conditions.

a. Civil Rights.

i. Nondiscrimination and Equal Opportunity.

1. Contractor and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all Federal, State and County laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation or any other involvement of any person in relation to any phase of the Project(s).
2. Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability or other handicap, age, marital/familial status, or status with regard to public assistance.
3. Contractor will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.
4. Contractor will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity or Affirmative Action employer. Subrecipient must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

b. Excessive Force.

- (i) Contractor has had an opportunity to review and complies with County's policy prohibiting the use of excessive force by law enforcement agencies against any individuals engaged in non-violent civil rights demonstrations; and
- (ii) Contractor has had an opportunity to review and complies with County's policy enforcing applicable State and local laws against physically barring entrance to

or exit from a facility or location which is the subject of such non-violent civil rights demonstrations.

- c. **Land Covenants.** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. **Section 504.** Contractor agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 706), which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- e. **Affirmative Action.**
 - i. **Approved Plan.** Contractor agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR Part 60.
 - ii. **WMBE.** Contractor will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in President's Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). As used in this Agreement, the term "minority and Women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. Contractor may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.
 - iii. **Access to Records.** Contractor shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by County and will permit access to its books, records and accounts by County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

- iv. **EEO/AA Statement.** Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that it is an Equal Opportunity or Affirmative Action employer.
- v. **“Section 3” Compliance.** The following Section 3 Clause applies to all Contractors of HUD funding as well as all contracts and subcontracts for the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction on projects that meet the definition of a Section 3 Project found in 24 CFR § 75.3(a)(2) and assisted with HUD funds in an amount that exceeds the funding thresholds found in that section.
 - 1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - 2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
 - 3. The Contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not contract with any contractor or subcontractor where the Contractor has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 CFR Part 75.
 - 4. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.
 - 5. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
 - 6. The Contractor will require all contractors and subcontractors for this Project to report Section 3 compliance information immediately upon

request to the County and to maintain records demonstrating such compliance for a period no shorter than the record retention period set in Paragraph 13 of this Agreement.

7. Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.
8. **Subcontract Provisions.** Contractor will include the provisions of Paragraphs 22(A), Civil Rights, and 22(B), Affirmative Action, in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

f. **Labor Standards.**

i. **Davis-Bacon.**

1. For all contracts and subcontracts for construction, alteration, or repair in excess of Two Thousand Dollars (\$2,000.00), Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including(a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis-Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.
2. Contractor agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- ii. **Work Hours.** Contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the

Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Contractor shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

- iii. **Hatch Act.** Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

g. **Contracting.**

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

ii. **Subcontracts.**

- 1. **Approvals.** Contractor shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.
- 2. **Monitoring.** Contractor will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- 3. **Content.** Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- 4. **Selection Process.** Contractor shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to County along with documentation concerning the selection process.
- 5. **Debarment and Suspension.** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR Part 24.
- 6. **Subcontract Provisions.** Contractor will include the provisions of Paragraphs 21(A), Civil Rights, 21(B), Affirmative Action, 21(c) Davis-

Bacon Act, and Section 3 Clause in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

h. Conduct.

- i. **Citizen Participation.** Contractor has had the opportunity to review and follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.
- ii. **Community Development Plan.** Contractor has had the opportunity to review and follows County's Community Development Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low and moderate income.
- iii. **Conflict of Interest.** Contractor agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of County, or of any designated public agency or Contractor receiving funds under the CDBG Entitlement program.
- iv. **Ethical Standards.** Contractor represents that it has not: (a) provided an illegal gift or payoff 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 County's Ethics Code ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.
- v. **Campaign Contributions.** Contractor acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances. Contractor also acknowledges and understands this prohibition means 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 to County candidates. Contractor further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Contractor represents, by executing this Agreement, that Contractor has not made or caused others to make

any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

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

1. Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision or other public body. The terms also include monies, funds, or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in Contractor's possession.
2. Contractor's Obligation: Contractor, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to County. Contractor understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code for misuse of public funds or monies. Contractor expressly understands that County may monitor the expenditure of public funds by Contractor. Contractor expressly understands that County may withhold funds or require repayment of funds from Contractor for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

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

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

3. It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subawards shall certify and disclose accordingly; and
 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 Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.
 5. No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Contractor Grantee, if a public entity, shall also comply with the provisions of the Hatch Act (5 USC 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (Pub. L. 95-454 Section 4728), which limit political activities of public employees.
- viii. **Copyright.** If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- ix. **Religious Organization.** Contractor agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).
- x. **Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, Contractor certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Section 2429.
- xi. **Survival of Provisions.** The parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or both of the parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time

IN WITNESS WHEREOF, the Parties execute this Agreement.

[Signature page follows below]

SALT LAKE COUNTY:

By: _____
Mayor or Designee

Dated: _____

Approved by:

Division of Parks and Recreation:

By: *[Signature]*

Reviewed and Advised as to Form and Legality:

By: John E. Diaz
John E. Diaz
Deputy District Attorney
Salt Lake County

Digitally signed by John E. Diaz
Date: 2023.04.26 11:30:29 -06'00'

JLS
MILLCREEK CITY:
Utah municipal corporation

By: *[Signature]*

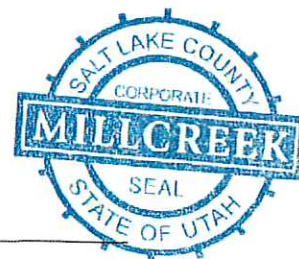
Its: *Mayor*

Dated: *May 8, 2023*

Attest:

Millcreek City Recorder

By: *[Signature]*



Reviewed and Advised as to Form and Legality:

By: *[Signature]*
Attorney For Millcreek City
JLS