

SL COUNTY BUDGET REQUEST / ADJUSTMENT FORM

Executive Summary

Reference No: 102000YE02 For Fiscal Year: 2018
 Requesting Organization: 10200000 MAYOR ADMINISTRAT Date of Request: 14-Nov-18
 Budget Adjust Type(s): New Request Ongoing (Y or N): Y
 If Yes, next year's CF impact: \$0
 Net FTE Change: 0.00

Description and Justification:

GOED Citizenship Initiative Grant: Our New Americans team within Mayor's Administration has been awarded a \$100,000 grant by the Utah State Legislature to help fund a Naturalization Initiative beginning in 2018 and concluding in 2019. The purpose of the grant is to encourage and accelerate public and private investment in four counties with the most significant number of eligible-to-naturalize adults. The four counties are Davis, Salt Lake, Utah, and Weber County. Our New Americans team will be providing training to private, faith based, and public organizations on developing and sustaining English as a second language (ESL), Civics, and citizenship classes. They will also be hosting large citizenship workshops to provide free legal assistance to residents regarding naturalization. The grant requires a \$25,000 "in-kind" match that can be met by tracking time the New Americans Team spends working on the naturalization initiative.

Fund Impact

SUMMARY OF FUND IMPACT BY FUND


FUND:	110 GENERAL FUND
Fund Impact (Budgetary)	\$0
Fund Impact (Transfers)	\$0
TOTAL FUND IMPACT	\$0

SUMMARY OF CNTY FUNDING IMPACT BY DEPT

DEPT	REVENUE	EXPENSE	BAL SHEET	CNTY FUNDING
1020001201 NEW AMERICANS AND REFUGEES	100,000	100,000	0	0
TOTALS	100,000	100,000	0	0

Approvals

Division Director:



Date: 11/19/2018

Dept. or Elected Fiscal Mgr:



Date: 11/15/2018

Dept. Dir. or Elected Official:



Date: 11/15/2018

Facilities Division Director:
(Capital Projects Only)



Date:

Chief Financial Officer:



Date: 11/15/18

Mayor or Designee:

Approve


Date: 11/27/18

Council Action:

Date:

Approve

Budget Adjustment Detail

Budget Year: 2018 * Requesting Department: 10200000 MAYOR ADMINISTRATION
Budget Period: Post June Year-End * Req Item No: 102000YE02 * Adjustment Title: GOED Citizenship Initiative Grant
Adjustment Type(s): New Request

Expense Budget String(s):

FUND	SUB-DEPT ID	EXPENSE ACCOUNT	PROG/ACT ID (OPT)	PROJECT ID (CAP)	AMOUNT
110	1020001201	639025 OTHER PROFESSIONAL FEES			100,000

TOTAL EXPENDITURES Page 1: \$100,000
TOTAL EXPENDITURES ALL PAGES: \$100,000

Revenue Budget String(s):

FUND	SUB-DEPT ID	REVENUE ACCOUNT	PROG/ACT ID (OPT)	PROJECT ID (CAP)	AMOUNT
110	1020001201	411000 STATE GOVERNMENT GRANTS			100,000

TOTAL REVENUES Page 1: \$100,000
TOTAL REVENUES ALL PAGES: \$100,000

Balance Sheet/Fund Unrestriction String(s):

☐ Bal sheet strings only required for Proprietary Fund adjustments or fund unrestricted; check if applicable.

FUND	SUB-DEPT ID	BAL. SHEET ACCOUNT	AMOUNT
		BAL_SHT or 499999	
		BAL_SHT or 499999	
		BAL_SHT or 499999	

TOTAL BALANCE SHEET CHANGE: \$0

* Ongoing (Y or N): Y
If Yes, next year's CF impact: \$0

No. of New FTEs: 0.00 (2)
No. of New Time Limited FTEs: 0.00 (2)
No. of Transferred FTEs: 0.00 (2)
No. of Abolished FTEs: 0.00 (2)

Fund Balance Transfers:

From Fund	From Dept ID	To Fund	To Dept ID	Amount

Description and justification: (Attach additional pages as needed.)*

Our New Americans team within Mayor's Administration has been awarded a \$100,000 grant by the Utah State Legislature to help fund a Naturalization Initiative beginning in 2018 and concluding in 2019. The purpose of the grant is to encourage and accelerate public and private investment in four counties with the most significant number of eligible-to-naturalize adults. The four counties are Davis, Salt Lake, Utah, and Weber County. Our New Americans team will be providing training to private, faith based, and public organizations on developing and sustaining English as a second language (ESL), Civics, and citizenship classes. They will also be hosting large citizenship workshops to provide free legal assistance to residents regarding naturalization. The grant requires a \$25,000 "in-kind" match that can be met by tracking time the New Americans Team spends working on the naturalization initiative.

(1) If the request is for a grant, include the dates the grant will expire and what obligations are required of the County after the grant expires.

CONTACTS**Grantor: GOED****Name:** Kamron R Dalton**Title:** Finance Director**Address:** 60 East South Temple, 3rd Floor
Salt Lake City, UT 84111**Phone:** (801) 538-8877**E-mail:** kdalton@utah.gov**Grantee:****Name:****Title:****Address:****Phone:****E-mail:**

Salt Lake County

Ze Min Xiao

Director Office for New Americans & Refugees

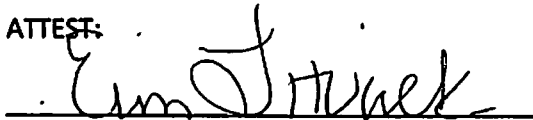
2001 South State Street

Salt Lake City, UT 84190

385-468-4861

zxiao@slco.org**SIGNATURE AND ACKNOWLEDGEMENT**

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and cause this Agreement to be executed.

ATTEST:

10/17/18

Date

APPROVED AS TO FORM
District Attorney's Office
By: 
Attorney

ZACH SHAW

Date: _____

ATTEST: UTAH GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT


Jill Flygare, Managing Director

10/24/2018

Date

**CONTRACT RECEIVED AND
PROCESSED BY DIVISION OF FINANCE**

10/29/18

UTAH DEPARTMENT OF FINANCE

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
- c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
- d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
- e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- f) "Proposal" means Contractor's response to the State Entity's Solicitation.
- g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
- h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
- i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

- 2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
- 4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
- 5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
- 6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
- 7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
- 8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent

with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity 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 Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. 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 or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE: INTENTIONALLY DELETED**
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any Subcontractor employees related to this Contract if required by Utah Code Sections 34A-2-201 and 34A-2-103. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS: INTENTIONALLY DELETED**
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be 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). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted

under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information

(Revision date: 12 February 2016)

- strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
- 33. PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
- 34. CONTRACT INFORMATION:** INTENTIONALLY DELETED.
- 35. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations or liability will not apply to this section.
- 36. OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
- 37. WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
- 38. ATTORNEY'S FEES:** INTENTIONALLY DELETED
- 39. PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
- 40. DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
- 41. ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
- 42. SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
- 43. SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
- 44. ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B: Special Provisions

1. **SCOPE OF WORK:** This agreement shall provide funding to assist GRANTEE to perform its responsibilities under the agreement between GRANTEE and STATE OF UTAH (referred to as the STATE).
2. **ROLE OF STATE:** STATE's role under this agreement will be to award funding to GRANTEE as directed by the Utah State Legislature in the General or Special Sessions.
3. **ROLE OF GRANTEE:** GRANTEE shall have responsibility and authority as follows:
 - a. GRANTEE shall ascertain that expenditures made shall be for purposes appropriate to and related to the request presented to the Legislature.
 - b. GRANTEE shall give recognition and credit to the State of Utah in advertising or public notice. A public acknowledgement of the receipt of state funds is sufficient.
 - c. GRANTEE shall provide a status report for each invoice requesting payment. Each report shall describe how the funding will be (or has been) used and include performance measures used to track success of the program. The report shall include an annual budget reflecting funding sources received. The performance measures should relate directly to the purpose for the grant as described to the legislature in the original request.
 - d. Prior to the issuance of the final payment, the GRANTEE must provide evidence that the purpose for the funding has been achieved.
4. **SCHEDULE OF PAYMENTS:** Unless otherwise stated STATE agrees to pay GRANTEE in two semi-annual installments:
 - a. The GRANTEE may submit an invoice totaling up to 75% of the maximum amount to be paid from the contract anytime between July 1 and December 31 of the Fiscal Year.
 - b. The second installment may be invoiced between January 1 and June 30 of the Fiscal Year to obtain up to the remaining 25% of the amount to be paid from the contract.
5. **NOTICE:** GRANTEE agrees to immediately notify the STATE if during the course of this contract a change or reorganization occurs which affects the purposes of, or its ability to perform under the terms and conditions of this contract. Changes or reorganizations that required notification to the STATE include, but are not limited to the following:
 - a. Material change in the amount or type of facilities, assistance, or staff provided by GRANTEE to facilitate this contract.
 - b. Any other change or reorganization that the GRANTEE reasonably expects would be of interest or value to the STATE in the administration of this contract.
6. GRANTEE certifies that it has received and understands its requirements under Utah Code Annotated 51-2a-102, 51-2a-201, 51-2a-301, and 63J-1-220 (Fiscal Requirement for Local Governments and Non Profits acts). The GRANTEE shall notify the state entity that is a party to this contract of this fact, in writing, and shall comply with all requirements of the Act, as well as Utah Code Annotated, 51-2a-102 et. seq. GRANTEE shall provide all documentation required by these sections of the Utah Code Annotated, in particular documentation evidencing the amounts of government received monies listed in 51-2a-201.5(2), before receiving any state monies and affirms that GRANTEE will adhere to all requirements of these Acts. GRANTEE acknowledges that the State is bound by the provisions of the Acts referenced above and may withhold money or demand return of any money appropriated if the GRANTEE fails to comply with any provisions of the sections referenced above, or as those sections are amended. GRANTEE agrees to provide the state entity an itemized report at least annually detailing the expenditure of the state money. This report may accompany the final request for payment or may be submitted separately.

The reporting requirements can be found on the Utah State Auditor website. (<http://auditor.utah.gov/audit-resources/report-grants-to-non-profits/>). Choose Reporting Requirements for State Entities (<http://auditor.utah.gov/wp-content/uploads/sites/6/2014/08/REPORTING-REQUIREMENTS-FOR-STATE-ENTITIES-2015-05-28.pdf>).

ATTACHMENT C: Certification

The Grantee hereby assures and certifies that it will comply with state and federal statutes, regulations, policies, guidelines, and requirements for a non-profit entity. Specifically, UCA 51-2a-102(f) and 51-2a-201.5 require a nonprofit organization (NGO) to disclose annually, whether the NGO received a minimum of \$25,000 in combined federal pass-through, state, and local money in both the previous year and the current fiscal year, to the State Agency which provided state or federal pass-through money. Additional reporting is required by law to the State Auditor and will vary, depending on the amount of total federal, state and local funding received from all sources during an NGO's fiscal year.

The type of report required to the State Auditor is based on the following thresholds: more than \$25,000 but less than \$100,000 requires a fiscal report to the Auditor, more than \$100,000 but less than \$350,000 requires a compilation of its accounts by an independent CPA, more than \$350,000 but less than \$1,000,000 requires a review of its accounts by an independent CPA, more than \$1,000,000 requires an audit by an independent CPA. Definitions of each of these reports are found in UCA 51-2a-102.

I certify that we met or exceeded or anticipate meeting or exceeding the following dollar threshold in combined revenues of federal pass-through, state or local money for the state fiscal year July 1 – June 30.

☐ More than \$25,000 but less than \$100,000

☒ More than \$100,000 but less than \$350,000

☐ More than \$350,000 but less than \$1,000,000

☐ More than \$1,000,000

OR

☐ I certify that we will not or do not expect to meet or exceed the \$25,000 threshold in combined revenues of federal pass-through, state or local money for the fiscal year.

The reporting requirements can be found on the Utah State Auditor website.

<http://auditor.utah.gov/auditor-resources/report-requirements-to-non-profits/>

Choose Reporting Requirements for State Entities ([http://auditor.utah.gov/wp-](http://auditor.utah.gov/wp-content/uploads/sites/6/2014/08/REPORTING-REQUIREMENTS-FOR-STATE-ENTITIES-2015-05-28.pdf)

[content/uploads/sites/6/2014/08/REPORTING-REQUIREMENTS-FOR-STATE-ENTITIES-2015-05-28.pdf](http://auditor.utah.gov/wp-content/uploads/sites/6/2014/08/REPORTING-REQUIREMENTS-FOR-STATE-ENTITIES-2015-05-28.pdf)).

ATTACHMENT D: Reporting Requirements

- The Grantee hereby assures and certifies that it will comply with state statute on reporting and expenditure of public funds. Specifically, UCA 63J-1-220(2)(b) requires the recipient entity to provide the state agency:
- A written description and an itemized report at least annually detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent; and
 - A final written itemized report when all the state money is spent.
- ☒ I certify that we will provide an itemized report at least annually and a final written report detailing the expenditure of the state money as described in UCA 63J-1-220.

Attachment E: Scope of Work

Objective/Purpose Statement: (provide a detailed description of project and how the funds will benefit the state and community)

U.S. Citizenship is the path to full participation in our nation. Repeated studies confirm that naturalization increases the capacity of immigrants to succeed while simultaneously helping immigrant communities and the economy to grow. The benefits of naturalization include higher earning potential for new citizens and generate additional tax revenue for the state, increased voting and political participation, and improved connection between communities. Additionally, naturalized citizens are also twice as likely to speak English as non-citizens.

According to the Center for Study of Immigration Integration at the University of Southern California, over forty-eight thousand (48,000) lawful permanent residents in Utah are eligible-to-naturalize.

The purpose of this one-time \$100,000 legislative support is to encourage and accelerate public and private investment in four counties with the most significant number of eligible-to-naturalize adults. The four counties are Davis, Salt Lake, Utah and Weber County.

Key Activities/Commitments: (identify the work that will be completed throughout the project; ie: milestones)

	ACTIVITIES	0 TO 6 MONTHS	6 TO 12 MONTHS
Goal: Expand resources to support Utah residents			
	1. Provide tools and technical assistance to establish citizenship corners in public, private, religious and community spaces. Citizenship corners will provide information and resources on naturalization.	<ul style="list-style-type: none"> 30 citizenship corners in Salt Lake County 	<ul style="list-style-type: none"> 30 citizenship corners in Davis, Utah and Weber Counties
	2. Provide training to private, faith-based, and public organizations on developing and sustaining English as a second language (ESL), Civics, and citizenship classes.	<ul style="list-style-type: none"> 15 organizations in Salt Lake County offering ESL, Civic or citizenship classes 	<ul style="list-style-type: none"> 15 organizations in Davis, Utah, and Weber Counties offering ESL, Civic or citizenship classes
	3. Host large citizenship workshops in the community. These workshops will provide free legal assistance to residents regarding naturalization.	<ul style="list-style-type: none"> 2 citizenship workshops in Salt Lake County 	<ul style="list-style-type: none"> 1 citizenship workshop in Weber/ Davis County 1 citizenship

			workshop in Utah County
Goal: Expand the capacity of community services providers			
1. Facilitate regular meetings with provider agencies to align outcomes, share best practices and troubleshoot challenges.	• 4 meeting in Salt Lake County	• 4 meetings in Salt Lake County • 2 meetings in Davis, Utah and Weber Counties	
2. Advocate for public and private investment to fund services.	• 1 new private funders	• 2 new private funders	

Deliverables/Performance Measures: (Identify key metrics used to measures the success of the project)

- Number of Utah residents who applied for naturalization
- Number of new private, faith-based and community organizations offering resources
- An estimate of the average Increase in individual earnings for naturalized Utah residents

Budget: (Identify all fund sources and total project costs)

Salt Lake County - \$25,000

State of Utah - \$100,000

Total: \$125,00.00

Payment Schedule: (how are funds expected to be disbursed?)

75% up front and 25% after completion of the project.

✓☒ I acknowledge the organization's responsibility to submit audit reports, respond to legislative or Governor Inquiries and comply with SB 123 and HB 312 from 2015 GS not for profit rules in order to receive Final payment.

**INVOICE**

Invoice No:

MAD0000010

Invoice Date:

11/5/18

Page:

1 of 1

Please Remit To:

MAYORS FINANCIAL ADMINISTRATIO
2001 S STATE ST
N4-200
SALT LAKE CITY UT 84190-4575

Customer Number:

SLC1000595

Payment Terms:

Net 30

Due Date:

12/5/18

Bill To:

Utah Governor's Office of Economic Devlp
Attn. Kamron R Dalton
60 E South Temple, 3rd Floor
Salt Lake City UT 84111

AMOUNT DUE:

75,000.00 USD

Net 30

Amount Remitted

For billing questions, please call 385-468-7112

Line	Identifier	Description	Quantity	UOM	Unit Amt	Original
						Net Amount
1		GOED Citizenship Initiative Grant Agreement 190630019	1.00	EA	75,000.00	75,000.00
Subtotal:						75,000.00
Amount Due:						75,000.00



SLC01 - Salt Lake County
2001 S STATE ST
N4-200
SALT LAKE CITY, UT 84190-4575

Cash Drawer Receipt

Date:	2018-11-13 10.04
Receipt Number:	9443
Customer Number:	SLC1000575
Bill To:	Federal Home Loan Bank of DesMoines 801 Walnut Street Suite 200 (Skywalk Level) Des Moines, IA 50309
Payment Purpose:	INVOICE MAD0000010 PAYMENT
Payment Amount:	75,000.00
Check	75,000.00
Total Tendered:	75,000.00
Change Due:	0.00 USD
Reference:	MAD0000010
Drawer:	MFA01
Cashier:	RBeesley
CC DAN J. CURTIS	

Utah Governor's Office of
Economic Development
BUSINESS • TOURISM • FILM
60 East South Temple, 3rd Floor
Salt Lake City, UT 84111
RETURN SERVICE REQUESTED



Mayors Financial Administration
2501 S State St.
N4-200
Salt Lake City, UT 84190-4575

SALT LAKE CITY
MAYOR'S FINANCE
NOV 08 2018

Salt Lake County

FUND TRANSFER RECEIPT

DATE: 11/09/18

AGENCY: MFA

NAME OF INDIVIDUAL TRANSFERRING FUNDS: MFA

AMOUNT TRANSFERRED: \$ 75,000.00

Loose Coins \$ 8

Currency \$ 8

Checks \$ 75,000.00

TOTAL \$ 75,000.00

TRANSFERRED TO:

RRB

Agency

11-09-18

MFA

Original - Depositing Agency

Yellow - Courier

Pink - Transferring Agency

GEN-2017ACP

SALT LAKE COUNTY
MAYOR'S FINANCE

Procedures:

- [illegible]

BT