

AGREEMENT

between

SALT LAKE COUNTY

and

COMMUNITIES UNITED

THIS AGREEMENT is entered into this _____ day of _____, 2020, between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, ("**COUNTY**") and **COMMUNITIES UNITED ("CU")**, a Utah nonprofit corporation. COUNTY and CU may be referred to hereinafter as "the Parties."

RECITALS:

A. Salt Lake County is a county existing pursuant to Utah Const. art. XI, § 1, and the Office for New Americans is an office organized by the Salt Lake County Mayor to improve the lives of Salt Lake County's New American residents.

B. Communities United is a 501(c)(3) non-profit organization that is dedicated to building healthy and united families within the community.

C. COUNTY, through the Office for New Americans, received a \$50,000 grant through the Charles and Lynn Schusterman Family Foundation to provide direct financial relief to families who have been most impacted by the COVID-19 pandemic in Salt Lake County.

D. CU has agreed to be a conduit to distribute the grant money to families who are in need of assistance pursuant to the terms of this agreement. All of the grant money will go to needy families pursuant to the terms of this Agreement.

AGREEMENT:

NOW THEREFORE, in exchange for and in consideration of the mutual promises contained in this Agreement, the receipt and legal adequacy of which is hereby acknowledged, the Parties covenant and agree as follows:

1. COUNTY OBLIGATIONS.

A. \$50,000 for Distribution. COUNTY agrees to provide CU with \$50,000 to be used for distribution to needy families per the terms outlined herein.

B. Stamps. COUNTY will provide 200 stamps to CU for the purpose of mailing checks to the families and for return postage for receipts.

C. Administrative Support. COUNTY will provide up to forty (40) hours of administrative support by employees in the Office of New Americans to assist in the distribution and administering of the grant funds.

D. Survey. COUNTY, through the Office of New Americans, will work with CU to create a survey to collect demographic data and assess COVID-19 impacts on immigrant families.

2 . CU OBLIGATIONS.

A. Acknowledgement. CU acknowledges that the \$50,000 grant was donated to COUNTY by the Charles and Lynn Schusterman Family Foundation for the direct purpose of providing direct financial relief to families who are most impacted by the COVID-19 pandemic in Salt Lake County and the grant may only be used for that purpose.

B. Use of Funds. CU agrees that the full \$50,000 grant will be used for needy families within Salt Lake County that have been impacted by the COVID-19 pandemic. Priority shall be given to families who did not qualify for federal, state, county, and city resources, but are still in need of financial help because of COVID-19.

C. Criteria for Funds. CU shall create criteria for selecting families that have been impacted by the COVID-19 pandemic, which shall be approved by COUNTY. CU will then work with its community health workers to identify families who meet the stated criteria.

D. Video. CU shall create a video to be used to inform potential qualifying families about the available relief and how to apply for the relief.

E. Relief to Families. CU shall identify and select 100 families who have applied for the grant funds and meet the criteria. CU will then send each qualifying family a check for \$500. CU will obtain a receipt and keep a record for each check that is sent.

F. Time for Disbursement: CU shall use their best efforts to fully disburse the funds under this Agreement by November 25, 2020, but in no event later than January 30, 2021. Any funds not disbursed by that time must be returned to the COUNTY within 14 days of the expiration of the disbursement deadline.

F. Survey. CU shall create a survey to be administered to each qualifying family that receives relief. CU shall obtain approval of the survey from the COUNTY prior to its use.

G. Report. CU shall provide a summary report to the Office of New Americans regarding the distribution of the funds and the results of the surveys that were administered.

3. PUBLIC MONIES

A. Public Funds and Public Monies: CU agrees that the grant funds it receives are “public monies,” as the term is used in Utah Code § 76-4-402, as amended and shall retain the

nature of “public monies” while in CU’s possession. The funds shall not be used for any other purpose other than as outlined in this agreement.

B. Misuse of Funds. If any funds are used or disbursed in violation of this agreement, CU shall be liable to the COUNTY for the amount of the funds that were used in violation of this Agreement.

4. GENERAL PROVISIONS:

A. Term of the Agreement. This agreement shall be effective upon execution by both Parties and shall be terminated by the earlier of when all the funds have been distributed and the summary report has been sent to and accepted by the COUNTY or from 1 year of the date of this agreement.

B. No Obligations to Third Parties. The parties agree that the Parties’ obligations under this Agreement are solely to each other. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

C. Agency. No agent, employee or servant of CU or COUNTY is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, workers’ compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. CU and COUNTY shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement.

D. Governmental Immunity. Both Parties acknowledge the COUNTY is a governmental entity subject to the Utah Government Immunity Act, Section 63G-7-101, *et seq.*, Utah Code Ann., 1953, as amended. By entering into this Agreement, COUNTY does not waive any defenses or limits of liability under this Act and common law.

E. Termination. Either of the Parties may terminate this Agreement for convenience by providing thirty (30) days written notice specifying the nature, extent and effective date of the termination. If either party terminates this agreement, all non-distributed funds shall be returned to the COUNTY within 14 days along with a report regarding the funds that have already been distributed.

F. Default. If either party defaults in the performance of the Agreement, or any of its covenants, terms, conditions or provisions, the defaulting party shall pay all costs and expenses, not including attorneys’ fees, which may arise or accrue to the non-defaulting party from enforcing the Agreement.

G. No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

H. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

I. Equal Opportunity. Neither Party will discriminate against any employee, applicant for employment, or recipient of services on the basis of race, religion, color, sex, age, disability, or national origin.

J. Records. Financial records, supporting documents, statistical records and all other records pertinent to this Agreement and the grant funds provided must be kept readily available for review by COUNTY from time to time upon COUNTY's request. Such records must be retained and maintained for a minimum of three (3) years. Such records are subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

K. Assignment and Transfer of Funds. CU shall not assign or transfer its duties of performance under this Agreement.

L. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three (3) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the parties as set forth below:

Salt Lake County

Salt Lake County Mayor
2001 South State Street, N-2100
Salt Lake City, Utah 84190

CU

Mayra Cedano
Executive Director
1750 West Research Way, Suite 102
West Valley City, UT 84119

M. Time. The parties stipulate that time is of the essence in the performance of this Agreement.

N. Entire Agreement. This Agreement contains the entire Agreement between the Parties, and no statements, promises, or inducements made by either party, or agents for either party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

O. Governing Law. It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake

County, both as to interpretation and performance. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for the County of Salt Lake, State of Utah.

DATED, effective the date first-above written.

SALT LAKE COUNTY:

By _____

Mayor Jenny Wilson or Designee

Approved as to Form:

SALT LAKE COUNTY
DISTRICT ATTORNEY

By _____

Bradley C. Johnson
Deputy District Attorney

Dated: October 27, 2020

COMMUNITIES UNITED:

By _____

Mayra Cedano,
Executive Director

Dated: _____, 2020