



## 1. PROGRAM OVERVIEW

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### PROGRAM MISSION & GOALS

The Neighborhood Business Improvement Program (NBIP) is one of the resources offered by Salt Lake City's Housing Stability Division to strengthen the City's neighborhoods. Housing Stability utilizes federal funding to support local for-profit businesses by offering up to \$50,000 in grants to improve their façades. Increasing the street appeal of properties positively affects the surrounding neighborhoods and boosts the economy on a local level.

Census tract data is used to identify neighborhoods in the City where there are at least 51% or more residents that have been identified as Low- or Moderate-Income (LMI) households<sup>1</sup>. These identified neighborhoods make up the "target area" of the program. These neighborhoods include the following: Rose Park, Fairpark, Jordan Meadows, Poplar Grove, Downtown, Central 9th, Ballpark, Central City, Liberty Well, and Glendale. Preference is given to applicants who are Minority, Woman, or Veteran-Owned, that are applying to make ADA accommodations or murals, and to small and local businesses.

### AMOUNT & TYPE OF ASSISTANCE

This program provides grants of up to \$50,000 for a single project (by parcel). Grants will be awarded as funding allows. Preference will be given to applicants who contribute at least 25% of the overall project budget. Applicants will be asked if they are willing to contribute 25% during the application process, if awarded funding, their 25% contribution will be due to the awarded General Contractor within five days of when the contract is executed.

*Example 1: Project Bid \$34,500 (Gutters, Window and Sign)*

*The applicant elected to contribute 25% of the total bid price. Their contribution would be \$8,625 and the City would pay the remaining balance of \$25,875.*

*Example 2: Project Bid \$70,000 (Garage Doors, Painting, Roof, and Awning)*

*The applicant elected to contribute 25% of the total bid price. Their contribution would be \$20,000 (25% of \$70,000 is \$17,500, but the max grant amount is \$50,000 so the applicant would be required to pay the difference) and the City would pay the remaining \$50,000.*

*Example 3: Project Bid \$49,500 (Mural, Lighting, Signage, and Storefront Door)*

*The applicant did NOT elect to contribute 25%. The City would pay the entire project bid price.*

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<sup>1</sup> US Department of Housing and Urban Development, 2011-2015 Low- and Moderate-Income Block Groups; Esri

## APPLICATION & GRANT TIMELINE

The application period will begin May 01, 2025, and close May 31, 2025. Late applications will not be accepted. Grants will be reviewed and scored during June and July 2025. Award and denial letters will be sent to all applicants in August 2025. The grant contract period will begin once the contract is executed and will terminate at the fiscal year-end (June 30, 2026), extensions may be requested based on the project.

## APPROPRIATE USES OF FUNDS

Salt Lake City's NBIP is funded by a Community Development Block Grant (CDBG) and must comply with both CDBG and City requirements. Appropriate uses of the funds include the following:

Eligible Uses	
<p>Façade Improvements- <i>This includes any side of the building which is visible from the street.</i></p> <ul style="list-style-type: none"><li>• Architectural, design and related professional fees</li><li>• Labor, materials and fixtures</li><li>• Rehabilitation of exterior facades to recover and/or preserve significant historical and architectural features of the structure</li><li>• Gutters and down spouts</li><li>• Doors and windows</li><li>• Exterior painting (including murals)</li><li>• Attached exterior lighting</li><li>• Siding and trim treatments including awnings and planter boxes</li><li>• Soffit and Fascia</li><li>• Fencing to enhance the outward appearance (height limit of three feet)</li></ul>	<ul style="list-style-type: none"><li>• Appropriately scaled window areas for display or for looking into a retail business, restaurant, or service business, with lighting to facilitate night viewing</li><li>• Signs that are integrated into the architecture of the building</li><li>• Removal of barriers to access for people with disabilities</li><li>• Addition or repair of awnings or shade mechanisms affixed to the building</li><li>• Roofing</li><li>• Interior Code Violations (e.g., accessibility, fire alarms, mold)</li><li>• Blight Improvements</li></ul>
Ineligible Uses	
<ul style="list-style-type: none"><li>• Interior modifications (unless an interior code violation)</li><li>• Parking lots and/or paving</li><li>• Landscaping</li><li>• Public sidewalks</li><li>• Painting unpainted brick</li><li>• Signage not affixed to the building</li></ul>	<ul style="list-style-type: none"><li>• Equipment and furnishings</li><li>• New construction</li><li>• Property acquisition</li><li>• Expansion of the building area</li><li>• Other activities specifically prohibited.</li><li>• Fencing in a height excess of three feet</li></ul>

*\*Note: Eligible activities must occur during the contract period to be eligible for reimbursement.*

## 2. PROGRAM ELIGIBILITY & REQUIREMENTS

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### TARGET AREA REQUIREMENTS

The project must be located within Salt Lake City's NBIP's target area (see Attachment A- - Target Area Map). Projects on both sides of the street are eligible.

### BUILDING/BUSINESS TYPE REQUIREMENTS

Applicants must have for-profit commercial buildings with facades visible from the street. Preference will be given to small and local businesses. Buildings must be in a commercial corridor with street access. Mixed-use commercial/residential buildings are eligible, but improvements must be limited to the commercial portion of the building.

If the building is currently vacant or blighted, the applicant has six months to arrange a tenant. For the NBIP, blight is defined as an abandoned or vacant building in an area zoned for urban use and served by utilities that poses a threat to the health, safety, or welfare of the community. Blight can also be defined as a building with substantial physical dilapidation, deterioration, or defective construction of the building or infrastructure or significant noncompliance with current building code, safety code, health code, or fire code requirements or local ordinances.

### OWNERSHIP REQUIREMENTS

Both business owners and property owners are eligible to apply for the grant. If the applicant is a tenant of the property, permission from the property owner must be obtained. If selected for funding, a notarized letter from the property owner will be requested and will be party to the grant agreement. It is recommended that tenants have, at a minimum, 12 months remaining on their lease or an option to renew.

### FEDERAL REQUIREMENTS

The NBIP extends assistance to eligible projects under 24CFR 570.202(a)(3). Because the program is funded with federal CDBG funding, all projects must comply with the CDBG program's National Objective, as follows:

1. Benefit low- and moderate-income persons
  - o The business has a service area that is a) primarily residential and b) is comprised of at least 51% low and moderate-income residents. Low to moderate-income is defined as 80% of the area median income as published annually by HUD for Salt Lake County.
2. Address/Remove blight on a spot basis.

Projects will be evaluated on a case-by-case basis to ensure eligibility with CDBG National Objective. Once a project is approved, applicants and contractors must agree to provide supporting documentation and comply with reporting requirements.

### FLOOD INSURANCE

If the applicant's project location resides within the 100 Year Flood Zones, they are required to have flood insurance to receive Federal Funds. Before applying, please check <https://msc.fema.gov/portal/home> to see if your project is located within a flood

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<sup>2</sup> Small Business Act (15 U.S.C. 631, 636, 637) <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements>

zone. If your business resides in a flood zone, proof of existing flood insurance will be requested (if selected for funding).

## OTHER PROGRAM REQUIREMENTS

1. Applications will not be accepted for improvements already underway.
2. All work must follow applicable permitting and code requirements, zoning ordinances, and standard engineering practices. To see zoning requirements applicable to an address, use [this](#) map.
3. Architectural drawings may be required and will be the grantee's responsibility to obtain. (Costs can be included in 25% Contribution).
4. Projects are required to comply with the Davis-Bacon and Related Acts.
5. Projects are required to comply with the Copeland Act, the Contract Work Hours and Safety Standards Act, and lead-based paint regulations.
6. Projects will be submitted for an Environmental Review.
  - o If the building is over 50 years old or resides within a Historic District, we will be required to receive a certificate of appropriateness from the State Historic Preservation Office (SHPO). This can take up to 30 days.
7. Construction cannot begin until an executed contract is in place and the City's bid process is complete.
8. All work and purchase of materials must go through a licensed general contractor.
9. Any property that receives CDBG funds over \$25,000 for improvements would be subject to a five-year property use restriction recorded with the County and the City. This is to ensure that the funded improvements benefit the business or a similar business at the property during that time.
10. Insurance and bonding is required on all projects from the awarded contractor.

## DESIGN REQUIREMENTS

1. Façade improvements should make a noticeable contribution to neighborhood revitalization efforts.
2. The proposed design should be consistent with the character of the neighborhood.
3. Façade improvements should support and enhance pedestrian accessibility. Signs, windows, doors, and lighting should be pedestrian-oriented.
4. The improvements are to conform to local and national historic district guidelines, if applicable.
5. Significant architectural features should be repaired and preserved rather than replaced. If replacement is required, the design and materials should be consistent with the original historic character of the building.
6. The improvements are to conform to local and national building codes

## 3. APPLICATION & PROJECT COMPLETION PROCESS

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### APPLICATION SUBMISSION

Applications will be deemed complete upon submission of the following (incomplete applications will not be reviewed):

- Project details and supporting documents including:
  - o Identified areas of the building to be improved (both in photo and description, such as, area east of the main entrance, from front east corner to west end of the building, around the doors or windows, etc.)
  - o Existing types of surface and materials of areas to be refinished,

- altered, painted, etc., such as window or door frame material types.
  - Proposed type of new surface, materials, etc.
  - Signage must be attached to the building and have a reasonable description including size to determine if signage is considered a mural, non-religious, non-political, and allowed according to the zoning ordinance.
  - Confirmation that lighting is either:
    - Attached to the building's exterior, or
    - An interior front window display
- Photographs of the building's current condition, including:
  - The façade
    - A picture of every side which is visible from the street for the proposed improvements must be provided.
  - Specific areas where improvements will be made.
- Estimated budget:
  - Cite a source from a professional who has expertise in construction cost estimates.
    - These are price quotes (not bids). Applicants cannot obligate funds to any professional, contractor, architect, etc. until they have an executed contract and have followed the city procurement process.
- If the applicant is a tenant, a letter of support from the property owner must be included.
- All documentation or clarifications requested by City staff.
- All applications must be submitted through Neighborly by the deadline. City staff will hold an Application Training session and provide application technical assistance if needed.

## APPLICATION REVIEW

City staff will screen all applications to ensure eligibility and provide an administrative score. The NBIP Selection Committee will evaluate all applications and grant awards to the proposed projects that are determined to have the greatest impact within the targeted areas.

- The committee may make requirements or recommendations in line with the application's improvements. If the committee sets any requirements, they must be obliged to obtain the grant award. For example, the committee might require the applicant to add a new garage door to their building, or specify the material being used within the project.
- City staff will perform an Environmental review according to CDBG guidelines. If the building is over 50 years old or resides within a Historic District. If a project is required to go to SHPO, then the process can take up to 30 days.

## BID AND PRE-CONSTRUCTION

The applicant will work with the City to ensure that procurement and labor relations requirements are met. Sealed bidding is the solicitation method used for these projects. An Invitation for Bids will be publicly advertised using the Public Procurement website. Attendance at the pre-bid meetings is mandatory for General Contractors to be eligible to submit a bid. Contractors will have two weeks to submit a sealed bid after the pre-bid meeting. Bids will be opened publicly at a specified time and location by City Staff. Contractors cannot be promised work before the required bid process has

finished. According to Federal Regulations, applicants are to use the lowest responsive and responsible bidder. Any or all bids may be rejected by the City if there is a sound documented reason or for the benefit of the City.

## GRANT AGREEMENT

After a General Contractor is awarded the bid, the applicant will be required to enter and execute a three-party grant agreement with the City and awarded General Contractor to establish terms, conditions, and requirements for program participation (See Attachment B- *NBIP Boilerplate Example*). Any work completed prior to the execution of the Grant Agreement will not be eligible for payment. Funding must be spent by the end of the contract period; contract extensions will only be awarded on a case-by-case basis.

## CONSTRUCTION

Construction work shall commence once all approvals and permits have been received. All work must be completed within the contract period. Any work done after the contract period may be subject to liquidated damages.

## GRANT DISBURSEMENT

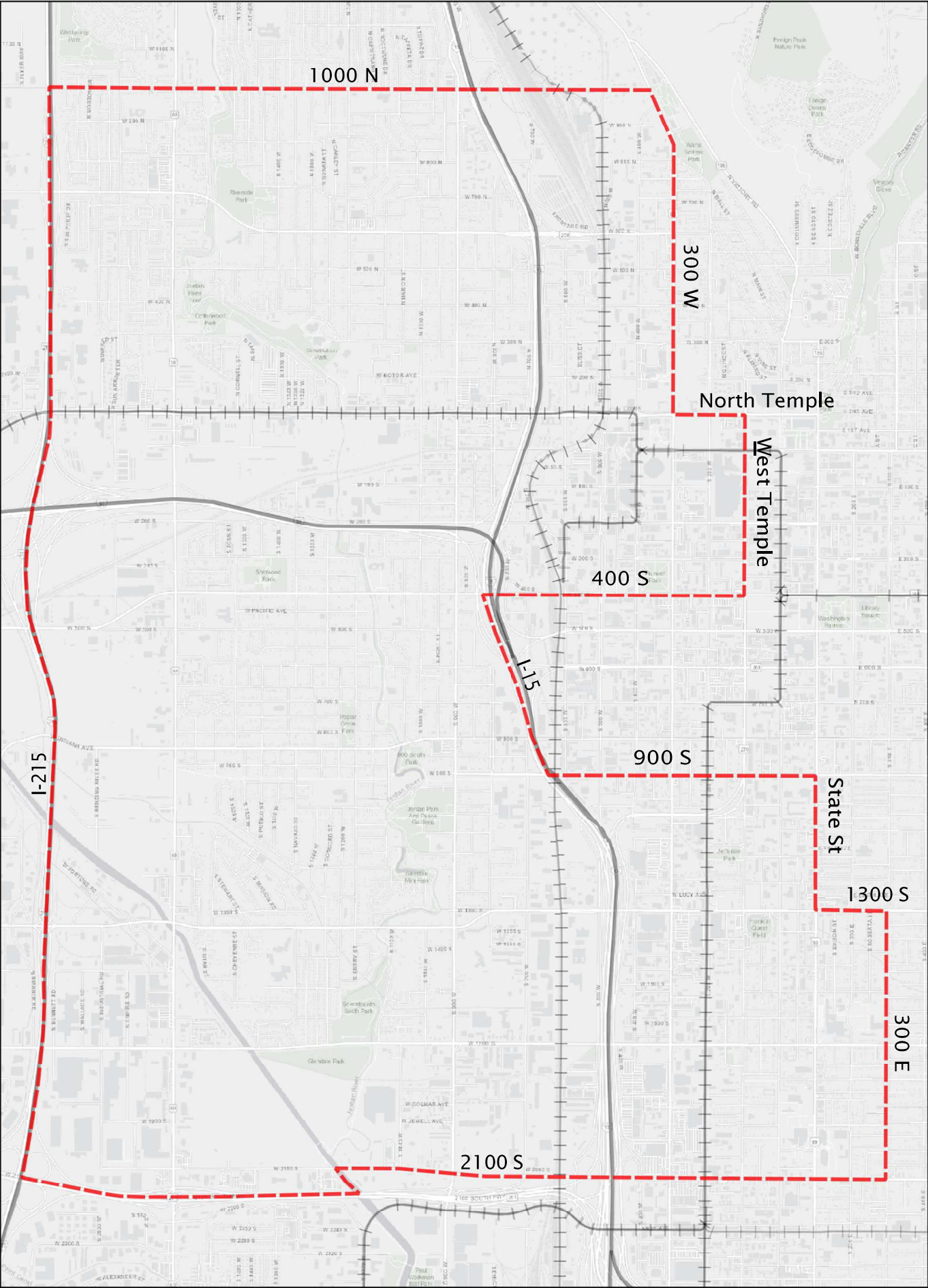
The City will pay General Contractors directly through progress payments as work and required documents are submitted and approved by the grantee. Payment requests must be submitted in Neighborly. Payments can take up to thirty days to process.

## REPORTING

After the construction is completed, the applicant may be required to submit a post-program report. Applicants may also be asked to give a testimonial of the project. City employees will go on-site to take before, during, and after photos to document the project.



# Attachment A: NBIP Target Area



**Attachment B: NBIP Scoring Rubrics**  
*FY26 Grant Applications*

<b>Administrative Review</b>	
<b>Eligibility Criteria</b>	<i>Points Possible</i>
Is the business located in the target area?	Yes/No
Are the proposed improvements eligible?	Yes/No Comments
<b>Priority Points</b>	
Is the applicant a small or local business? (Yes/No) if Yes, 1 point	1
Is the applicant a business that is Section 3, Woman, Minority, or Veteran-Owned? (Yes/No) if Yes, 1 point	1
Is the applicant applying to make ADA accommodations or a mural? (Yes/No) if Yes, 1 point	1
Does the applicant plan to contribute at least 25% to the project? (Yes/No) if Yes, 2 points	2
<b>Application Questions</b>	
Overall, does the project align with the purpose of the grant?	5x2
Is this a first-time grantee? (Sliding scale by last time they received the grant— 0 points if they received last year, 5 points if never received, 4- if received five years ago, 3- if received four years ago, etc.)	5
Does the business serve low-to-moderate income residents in the surrounding community?	5x3
If the building is vacant, does the business have reasonable plans to have a tenant within six months? (if the building is not vacant, then automatic 5 points)	5
Is there a high need for the improvement? (i.e., ADA accommodations, interior code violations, blighted property, lack of comparable options)	5
Is the project feasible?	5
<b>Total Points Possible</b>	<b>50</b>



NBIP Selection Committee Review	
<i>Criteria</i>	<i>Points Possible</i>
<b>Project Feasibility</b>	<b>20 points</b>
Do the proposed improvements appear to be reasonably constructible?	5
Can the proposed improvements be completed by the end of the fiscal year? (June 30 <sup>th</sup> , 2026)	5x2
Do the cost estimates for the proposed improvements appear to be reasonable?	5
<b>Longevity</b>	<b>20 points</b>
Are the proposed improvements durable?	5
Will the proposed improvements result in a long-term benefit?	5
Is it likely that the proposed improvements would be retained if the current owner or tenant of the impacted property changed?	5x2
<b>Economic Benefit</b>	<b>25 Points</b>
Is it likely that the proposed improvements will result in improved marketing, customer accessibility, or sales for the impacted property's current tenant(s)?	5x2
Is it likely that the proposed improvements will result in a more efficient operation of the business?	5
Will the proposed improvements benefit low-to-moderate income residents in the surrounding area?	5x2
<b>Neighborhood Impact</b>	<b>35 points</b>
Do the proposed improvements positively impact the visual aesthetics of the impacted neighborhood?	5x2
Is the proposed design consistent with the character of the neighborhood?	5
Do the façade improvements support and enhance pedestrian accessibility?	5
Do the proposed improvements contribute to the health or safety of the impacted neighborhood?	5
Will the proposed improvements create, support, or draw positive activity to the impacted neighborhood?	5x2
<b>Total Points Possible</b>	<b>100 points</b>

**Salt Lake City Neighborhood Business Improvement Program  
CDBG Grant Agreement  
Recipient**

This Salt Lake City Neighborhood Business Improvement Program CDBG Grant Agreement (this “Agreement”) is made by and between SALT LAKE CITY CORPORATION, a Utah municipal corporation (the “City”), the Contractor, and the Recipient, each as listed below in Section 1, as of the date of recordation by the City Recorder (the “Effective Date”).

A. The City has a Neighborhood Business Improvement Program (the “NBIP”) funded by U.S. Department of Housing and Urban Development (“HUD”), Community Development Block Grants (“CDBG”). The parties are entering into this Agreement pursuant to HUD CDBG regulations, 24 CFR Part 570.

B. Recipient is the tenant of the Property (defined below) located in Salt Lake City, Utah, and desires that the Contractor perform qualifying commercial building improvement activities on the Property (the “Project”). The owner of the Property has consented to the Project, which consent is attached as Exhibit G. Contractor has agreed to perform such activities, on the terms and conditions set forth in this Agreement.

C. Under the NBIP, City will pay Contractor the Grant Amount for the Project, which represents the eligible cost of such qualifying commercial building improvements, and Recipient will be responsible to pay for the remaining portion of the Contract Price, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the parties agree to the following:

**TERMS**

**1. DEFINITIONS.**

“Recipient”	Company Name, type of legal entity
“Property”	Address, Salt Lake City, Utah, Zip Code, Parcel No.
“Grant Amount”	\$ Dollar Amount
“Contract Price”	\$ Dollar Amount
“Neighborhood”	e.g., Contral City or Rose Park
“Contractor”	Contractor Company Name, type of legal entity

2. **PURPOSE.** The purpose of this Agreement is to provide CDBG funding for a commercial building improvements project at the Property.

3. **CONTRACT TERM.** The term of this Agreement commences on the Effective Date through June 30, 2026 (the “Term”). All services performed under this Agreement in furtherance of the Project shall be performed within the Term in order to be paid by City.

4. **PROJECT SCOPE.** Contractor shall be responsible for the completion of the activities described in the scope of work for the Project (the “Activities”) on Exhibit A, attached hereto

("Scope of Work"). Contractor shall perform the Activities in compliance with the Scope of Work and general terms and conditions set forth on Exhibit B, attached hereto.

5. PERFORMANCE OF ACTIVITIES.

A. Contractor has submitted to City and Recipient a bid for the Activities, attached hereto as Exhibit C (the "Bid"). The Bid describes the Activities and contains the cost for construction of the Activities, which is the Contract Price. By execution of this Agreement, Recipient hereby accepts and approves the Bid and each of City and Recipient agree to pay its respective portion of the Contract Price as described herein.

B. Following execution and recordation of this Agreement, City will provide notice of the Effective Date to the Recipient and Contractor, and Contractor shall commence work within 60 days following the Effective Date.

C. Contractor shall furnish all materials, supervision, labor and equipment to complete the requirements of this Agreement and perform the Activities in a good and workman-like manner. Contractor warrants that the Activities will conform to the requirements of this Agreement and any construction documents and will be free from defects.

D. If Recipient wants Contractor to perform any additional work other than the Activities approved and included in the Bid, Recipient and Contractor shall enter into a separate contract for such additional work.

6. PAYMENT AND GRANT DISBURSEMENT. Contractor shall be paid for the Activities as follows:

A. **CONTRACT PRICE.** The Contract Price includes all costs associated with the performance of the Activities, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars. Materials shall be of good quality and new unless City permits otherwise in writing. City is exempt from sales, use, and federal excise taxes on these products and services, if applicable. Exemption certificates shall be furnished upon request. City shall only pay for work performed during the Term.

B. **INITIAL PAYMENT BY RECIPIENT.** Recipient is required to make a financial contribution to the Project in an amount not less than 25% of the Contract Price. Recipient shall pay to Contractor the amount set forth in Exhibit D ("Budget") at Contractor's notice address within 5 business days after the Effective Date. At the City's discretion and if requested by Contractor, the City may make an initial payment to Contractor for the purchase of supplies or materials, in an amount equal to the lesser of (i) the actual cost of the supplies and materials, or (ii) 50% of the Contract Price, not to exceed the Grant Amount.

**Alt: Use if Recipient is not paying anything]** 100% payment of the Contract Price is to be paid by City through grant disbursements, as set forth in Exhibit D ("Budget"). If requested by Contractor, the City may make an initial payment to Contractor for the purchase of supplies or materials, in an amount equal to the lesser of (i) the actual cost of the supplies and materials, or (ii) 50% of the Contract Price.

C. **INVOICES.** Contractor must have the financial capacity to cover the cost of construction activities for up to 30 days while awaiting payments from the City. During the Term, Contractor may submit to City one or more itemized invoice for completed Activities, signed by Contractor and with supporting information and documentation as required by the

City. Such invoices may not include requests for payment of amounts the Contractor does not intend to pay to a subcontractor or supplier because of dispute or other reason. Recipient shall promptly inspect the completed work and notify the City and Contractor of their approval of completeness prior to City paying the invoice. Final invoices must be received within 30 days following the expiration of the Term.

7. **INSURANCE.** Contractor, at its own cost, shall secure and maintain the following minimum insurance coverage:

A. Worker's compensation and employer's liability insurance sufficient under Utah law to cover all of Contractor's employees employed on Property. In the event Contractor subcontracts any work, Contractor shall require its subcontractor(s) to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law. The certificate and policy shall provide that coverage thereunder shall not be canceled or reduced without at least thirty (30) days prior written notice to the City.

B. Commercial general liability ("CGL") insurance with a policy endorsement naming the City and Recipient as an additional insureds on a primary and non-contributory basis in comparison to all other insurance (including City's own policy or policies of insurance), in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate. The policy shall include contractual liability insurance for the indemnity provided under this Agreement. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy or a CGL insurance and an excess insurance policy. The policy shall protect City, Recipient, Contractor, and any subcontractor from claims for damages for Personal injury, including accidental death, and from claims for property damage that may arise from Contractor's operations under this Agreement, whether performed by Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations and the acts of independent contractors, and products and completed operations. If this Agreement is renewed, the Contractor shall secure insurance coverage at the levels of coverage required by City that at the time of such renewal.

C. Commercial automobile liability insurance that provides coverage for owned, hired and non-owned automobiles, in the minimum amount of \$1,000,000 per occurrence, or alternatively, Contractor may obtain liability insurance that provides coverage for scheduled automobiles in the minimum amount of \$1,000,000 per occurrence with the understanding that only those scheduled automobiles shall be used when performing Contractor's obligations under this Agreement. The insurance certificate and policy shall provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days written notice to the City.

D. If any insurance coverage required herein is written on a "claims made" form rather than on an "occurrence" form, the policy shall (i) provide full prior acts coverage or have a retroactive date effective before the Effective Date, and (ii) be maintained for a period of three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause for "tail coverage."

E. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Utah and either (i) rated with an A- or better rating in the most current edition of Best's Key Rating Guide-Property-Casualty United States, or (ii) listed in

the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570, as amended).

F. Contractor shall furnish certificates of insurance, acceptable to the City, verifying the foregoing concurrent with the execution hereof, at each renewal, and thereafter as required.

G. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Contractor shall be required to provide a new certificate of insurance within thirty (30) days of being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be acceptable to the Salt Lake City Attorney.

8. PAYMENT BOND. The Contractor shall not be permitted to commence construction until the Contractor has furnished to the City a payment bond in an amount not less than the full Contract Price with the City named as obligee and the Contractor named as principal (except under no circumstance will the City assume affirmative obligations under the construction contracts). The bond shall be secured from a corporate surety authorized to do business in the State of Utah and rated "A-" or better by the A. M. Best Company at the time of issuance of the Bonds and holding Certificates of Authority as an acceptable corporate surety on federal bonds as listed by the United States Department of the Treasury (Circular 570, as amended) in its most current list at the time of issuance of the bonds. The payment bond sum shall be within the maximum specified for such corporate surety. Such bond shall be for the protection of all persons supplying labor, services, equipment, or material in the course of performing the Activities.

9. NOTICES. Notices required by this Agreement shall be in writing and delivered via U.S. mail (postage prepaid), commercial overnight courier, or personal delivery or sent by email with the original to follow by one of the other delivery methods. Any such notice shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

CITY: Director  
Housing Stability  
451 South State Street, Room 445  
PO Box 145488  
Salt Lake City, UT 84114-5488  
Email:

RECIPIENT AND CONTRACTOR: See the addresses on the signature page

10. GENERAL COMPLIANCE. Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG) including subpart K of these regulations, except that (1) Recipient does not assume City's environmental responsibilities described in 24 CFR 570.604 and (2) Recipient does not assume City's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Recipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement, including but not limited to the Federal Labor Standards Provisions (HUD-4010) attached as Exhibit E.



11. INFORMATION. City and HUD shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, materials, or other information prepared under or in conjunction with this Agreement.

12. ACCOUNTING STANDARDS. Recipient agrees to comply with 2 CFR 200.300-309 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.

13. RECORDS TO BE MAINTAINED. Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets the needs of low- and moderate-income persons, or low- and moderate-income areas;
- C. Appropriate records detailing Activities as identified in the Scope of Work (Exhibit A); and
- D. Records regarding real property improved with CDBG assistance.

14. REPORTS. Upon completion of the Project, Recipient agrees to submit all required records and information so that the City can adequately report to HUD the outcomes of the Project.

15. OMB STANDARDS. Unless specified otherwise within this Agreement, Recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-326.

16. ENERGY EFFICIENCY STANDARDS. If applicable, Recipient agrees to comply with the mandatory energy efficiency standards and policies in state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

17. LEAD-BASED PAINT. If applicable, Recipient and Contractor agree to comply with the lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846). Recipient and Contractor shall comply with said regulations implemented at 24 CFR 570.608.

18. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT. If applicable, Recipient agrees to comply with: 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); 2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and 3) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Recipient also agrees to comply with applicable state law, local ordinances, resolutions and policies concerning the displacement of persons from their residences.

19. AFFIRMATIVE ACTION. Recipient and Contractor each 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 of September 24, 1966 in any activities conducted by Recipient as a business or Contractor in completing the Scope of Work.

- A. WOMEN- AND MINORITY-OWNED BUSINESSES (W/MBE): Recipient and Contractor each will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement.
- B. SUBCONTRACT PROVISIONS: Recipient and Contractor each will include the provisions of paragraph 11, section A, Civil Rights, and section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

20. ENFORCEMENT OF THE AGREEMENT. In accordance with 2 CFR 200.338-342, suspension or termination of this Agreement may occur if Recipient materially fails to comply with any of the terms of this Agreement. City may require Recipient to repay funds disbursed to Recipient if it is determined Recipient has breached the provisions of this Agreement, or if the Project is not completed. City may permit the Agreement to be terminated for convenience in accordance with 2 CFR 200.339.

21. GOVERNING LAW. This Agreement shall be enforced in and governed by the laws of the State of Utah.

22. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** Recipient and Contractor, each as to itself only, represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

23. INDEMNITY. The following indemnification requirements apply to this Agreement:

A. Recipient and Contractor shall each indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Recipient's intentional, reckless, or negligent performance hereunder. The duty to defend City shall exist regardless of whether City may ultimately be found to be liable for anyone's negligence or other conduct. If City's tender of defense, based upon this indemnity provision, is rejected by a party, and such party is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, such party shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require an indemnitor to indemnify the indemnitee against the indemnitee's own negligence. The provisions of this section shall survive the termination of this Agreement.

B. City assumes no responsibility for any damage or loss that may occur to Recipient's or Contractor's property, except the obligation City assumes that it will not willfully or intentionally damage such property. City has no responsibility for any equipment maintenance, or for Recipient's or Contractor's employees. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship.

C. Recipient and Contractor shall each indemnify, save harmless, and defend each other from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of such indemnifying party's intentional, reckless, or negligent performance hereunder. Nothing herein shall be construed to require an indemnitor to indemnify the indemnitee against the indemnitee's own negligence. The provisions of this section shall survive the termination of this Agreement.

24. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. Recipient and Contractor shall administer this Agreement in compliance with all applicable federal, state, and city laws, ordinances, rules and regulations, or their successors or replacements, including but not limited to workers' compensation insurance and the federal regulations or their successors or replacements which are incorporated herein by reference.

25. NO ASSIGNMENT. Neither Contractor nor Recipient shall assign any interest in this Agreement without written consent of City thereto. Recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City and Contractor prior to the execution of such agreement.

26. AMENDMENTS. This Agreement may be amended only by written agreement of the parties hereto.

27. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

28. WAIVER. City's failure to act with respect to a breach by Recipient or Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

29. ENTIRE AGREEMENT. This Agreement, including all attached exhibits, which are incorporated herein, embodies the entire agreement between City, Contractor, and Recipient for the Project and its terms and conditions and supersedes any additional or conflicting terms or provisions that may be included in a billing document or other related document used to implement, record, or invoice the work for the Project, even if signed or initialed by a representative of the City. No verbal agreements or conversations with any officer, agent or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City. Nothing here shall prevent Recipient and Contractor from entering into a separate agreement for work outside the scope of this Agreement.

30. SUCCESSORS. Recipient and Contractor covenant that the provisions of this Agreement shall be binding upon heirs, successors, sub-contractors, representatives, and agents.

31. AMBIGUITY. The Recipient and Contractor have reviewed this Agreement and have had a full opportunity to negotiate its contents. Recipient and Contractor each expressly waives any rule of construction that ambiguities are to be construed against the City as the drafter of this Agreement, and each agrees that the language of this Agreement will be construed as a whole, according to its fair meaning, and with an opportunity for all parties to present evidence as to the actual intent of the parties with respect to any such ambiguous language.

32. COMPLIANCE WITH HUD NATIONAL OBJECTIVE. In accordance with 24 CFR 570.208 Recipient agrees that the business operating at the property location intends to serve low- and moderate-income (LMI) persons in the surrounding community identified in Exhibit F ("Target Area Map"). If the property is vacant on the Effective Date, the Recipient will have six months from expiration of the Term to occupy the property with a business that intends to serve LMI persons.

33. LIQUIDATED DAMAGES. The parties agree that City and/or Recipient will suffer damage or financial loss if Contractor does not finish the Activities timely and as described in this Agreement and the Scope of Work, including without any unreasonable delay or construction defects. Contractor and City agree that the exact amount of damage or loss is difficult to determine. Instead of requiring proof of damage or specific financial loss, Contractor will pay to City, as liquidated damages and not as a penalty, the amount of \$250.00 for each and every calendar day that the Contractor fails to substantially complete the Activities or repair any defects in construction within the time frame and in accordance with the Agreement provisions. A determination as to substantially complete or repaired will be at the City's reasonable discretion and will be evaluated on a case-by-case basis. City shall be entitled to deduct and retain liquidated damages out of any money that may be due or become due Contractor. To the extent liquidated damages exceed any amounts due Contractor, Contractor shall be liable for such amounts and shall return such amounts to City.

IN WITNESS WHEREOF, the parties are signing this Agreement as of the Effective Date.

**CITY:**

SALT LAKE CITY CORPORATION, a Utah  
municipal corporation

By \_\_\_\_\_

Name: Tammy Hunsaker

Title: Director, Community and Neighborhoods

**ATTEST:**

Salt Lake City Recorder's Office

**APPROVED AS TO FORM:**

Salt Lake City Attorney's Office

\_\_\_\_\_  
City Recorder

By \_\_\_\_\_  
Name: Sara Montoya Title: Senior City Attorney

**RECIPIENT:**

Insert Name and Entity

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Notice address:

Attention: Title  
Agency  
Mailing Address  
City, State Zip Code

**CONTRACTOR:**

Insert Name and Entity

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Notice address:

Contractor  
Attention: Title  
Mailing Address  
City, State, Zip Code  
Email



## **Exhibit A – Project Scope of Work**

## **Exhibit B – CONTRACTOR TERMS AND CONDITIONS**

1. Compliance With Laws, Ordinances And Regulations
  - a. The Contractor shall perform all Work in conformance with all applicable Codes as adopted by Salt Lake City, and all applicable Federal, State and Local laws, regulations, executive orders, codes, ordinances, and requirements, (hereinafter referred to collectively as "Building Requirements",) or their successors or replacements, including but not limited to workers' compensation insurance and the federal regulations or their successors or replacements which are incorporated herein by reference.
2. Regulations
  - a. In addition to the Building Requirements applicable to the Work described in Section 5 of the Agreement, the Contractor covenants and agrees to comply with the following specific Federal or State laws, rules, regulations and requirements for the Community Development Block Grant Program applicable to the Work (Contractor further agrees to include this covenant to comply with such legal provisions in all subcontracts executed under this Agreement):
    - i. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of labor regulations (41 CFR Part 60).
    - ii. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (24 CFR Part 3). (All contracts and sub-contracts for construction or repair).
    - iii. The Davis-Bacon Act (40 U.S.C. 276a to a7) as supplemented in Department of Labor regulations (29 CFR Part 5). Along with all provisions cited in the FEDERAL LABOR STANDARDS PROVISIONS FORM HUD-4010 EXHIBIT "A".
    - iv. Section 103 and 107 of the Contact Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented in Department of Labor regulations (29 CFR Part 5).
    - v. All applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts, subcontracts and sub-grants of amounts in excess of \$100,000).
    - vi. If applicable, mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
    - vii. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1, including Title VI prohibition against national origin discrimination affecting limited English proficient persons.

- viii. The non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- ix. Contractor agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended and implementing regulations when published for effect [24 CFR Part 8], which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.
- x. 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 of September 24, 1966.
- xi. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement.
- xii. Contractor shall maintain all records pertinent activities to be funded under this Agreement as required by the Federal regulations specified in 24 CFR 570.506
- xiii. Contractor shall maintain thorough records of all business transactions and shall give City and HUD, through any authorized representatives, access to and the right to examine all records, books, papers or documents to all Contractor operations funded in whole or in part under this Agreement for a period beginning on the execution of this Agreement and continuing for seven ( ) years following the termination of this Agreement.
- xiv. Contractor will, in all solicitations or an advertisement for employees placed by or on behalf of Recipient; state that it is an Equal Opportunity or Affirmative Action employer.
- xv. Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) 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.
- xvi. Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to City for review upon request.
- xvii. Contractor agrees to comply with the labor standards requirements as set forth in section 110(a) of the Act (40 U.S.C. 3701 et seq.) and HUD regulations issued to implement such requirements at 24 CFR part 570.603 for non-volunteer labor and 24 CFR Part 70 for volunteer labor.

Contractor agrees to comply with the requirements of 24 CFR 570.609 regarding the prohibition of use of debarred, suspended, or ineligible contractors or in any contract.

3. Section 3 Requirements

- a. Contractor agrees to comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract. Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Contractor further agrees to comply with the following Section 3 requirements under this Agreement:

- i. 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.
- ii. Contractor agrees to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- iii. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- iv. The Contractor 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 subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- v. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other

than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

- vi. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- vii. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- viii. Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located, where feasible.



## **Exhibit C – Accepted Bid from Contractor**

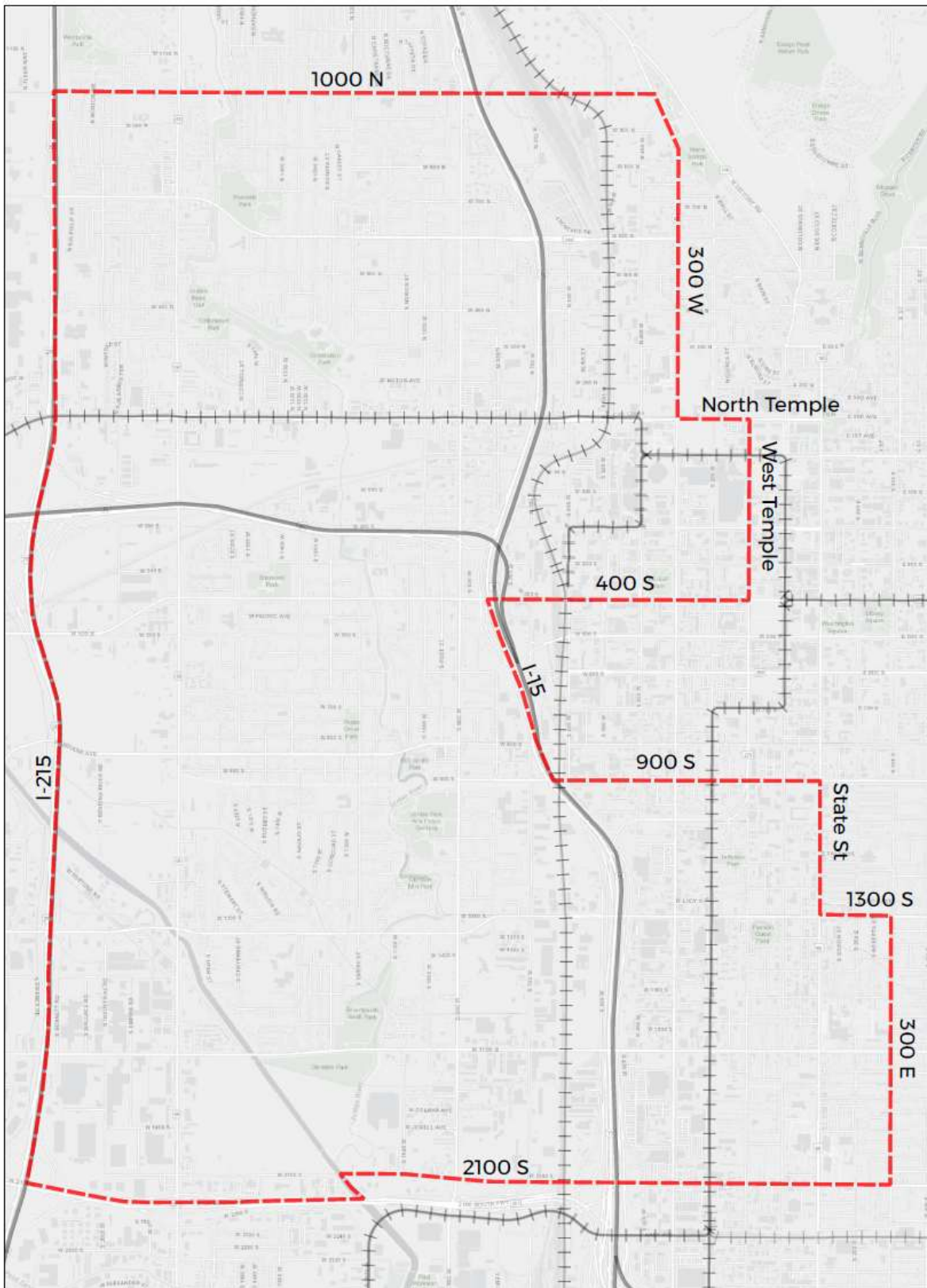
## Exhibit D – Budget

Salt Lake City Corporation will contribute an amount not to exceed the Grant Amount as follows:

NBIP Improvements	\$ 0.00
<hr/>	
<b>Total Improvements (Contract Price)</b>	<b>\$0.00</b>
<b>Amount Due to Contractor from Recipient</b>	<b>\$0.00</b>
<b>Amount Payable to Contractor from City</b>	<b>\$0.00</b>

**Exhibit E – Federal Labor Standards Provisions (HUD-4010)**

**Exhibit F – Target Area Map**



## **Exhibit G – Property Owner Permission**

Recipient is a tenant at the Property. The Property is owned by [insert owner name and address] (“Owner”).

Owner has reviewed the Salt Lake City Neighborhood Business Improvement Program CDBG Grant Agreement (the “Agreement”) between Salt Lake City Corporation (“City”), Recipient, and \_\_\_\_\_ (“Contractor”), which Agreement includes by reference the Scope of Work, the Bid, and all other Exhibits included thereto.

Owner hereby acknowledges and consents to the commercial building improvements to be constructed on the Property (the “Project”) pursuant to the Agreement per the Scope of Work, which Project shall be constructed by Contractor for Recipient’s use of the Property.

Owner further acknowledges and agrees to enter into that certain Property Restriction Agreement, dated as of the date hereof, with the Salt Lake County Recorder’s Office as an encumbrance against the Property. The Property Restriction Agreement shall restrict the use of the Property as described therein for a period of five years from the date of final disbursement of the Grant Amount by City to Contractor. Written permission is attached to this Exhibit G.

