



PETER M. CORROON
Salt Lake County Mayor

April Townsend
Administrative Services
Department Director

**CONTRACTS &
PROCUREMENT
DIVISION**

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Salt Lake County
Government Center
2001 South State Street
Suite N-4500
Salt Lake City, UT 84190-3100

801 / 468-2556

801 / 468-2476 fax

March 3, 2010

Subject: Request for Proposals
RFP #BV06644
Home Performance Critical Needs and Lead Safe Housing

Dear Interested Consultant / Provider:

Salt Lake County Division of Community Resources and Development "CRD", Community Development & Housing administers the Community Development Block Grant "CDBG" Program and Lead Hazard Control Grant Program for Salt Lake County "County". The County has allocated CDBG funds and rental rehab program income for the funding of a Home Performance-Critical Home Improvement Loan Program. The County has also allocated Lead Hazard Control Grant funds to cover the cost of administering the Home Performance lead safe housing program and outreach for the Home Performance Program. One or several entities, company, unit of local government, and/or nonprofit organizations "Organizations" could be selected to receive funding.

Pre-proposal meeting for potential proposers will be held **Wednesday, March 10** from 2:00 – 3:30 pm at the County Government Center, 2001 South State Street, South Building, 2nd Floor, Room S2100.

Two (2) copies of your sealed proposal will be accepted until **1:00 PM on Wednesday, March 31, 2010** at the Office of Contracts & Procurement, 2001 South State Street, Room N4500, Salt Lake City, Utah 84190-3100. No responses will be accepted after that date and time.

The sealed transmittal is to have "**Critical Needs/Lead Outreach**" clearly marked on the outside of the package. The proposal must include a cover letter indicating the firm's willingness to enter into an agreement with Salt Lake County.

For any questions regarding this "Request for Proposals", submit through www.BidSync.com.

Sincerely,

Sharon Pierce
Consultant Manager

REQUEST FOR PROPOSALS

SUBMIT PROPOSAL TO:
SALT LAKE COUNTY
DIVISION OF CONTRACTS & PROCUREMENT
2001 SOUTH STATE, ROOM N-4500
SALT LAKE CITY, UT 84190-3100

SALT LAKE COUNTY on behalf of COMMUNITY RESOURCES AND DEVELOPMENT INVITES YOU TO SUBMIT A PROPOSAL FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND LEAD HAZARD CONTROL GRANT.

SEALED PROPOSALS WILL BE ACCEPTED UNTIL:

<u>1:00 PM</u>	<u>March 31, 2010</u>
TIME	DATE

SEALED ENVELOPES MUST BE MARKED "Lead Grant", WITH THE NAME OF THE ORGANIZATION SUBMITTING AND RFP # BV06644. IF AN ORGANIZATION IS SUBMITTING MORE THAN ONE PROPOSAL, EACH PROPOSAL MUST BE IN A SEPARATE SEALED ENVELOPE.

THE COUNTY STRONGLY ADVISES AGAINST MAILING PROPOSALS. ALL PROPOSALS MUST BE RECEIVED ON OR BEFORE THE SPECIFIED ABOVE CLOSING DATE AND TIME. FAXED PROPOSALS WILL NOT BE ACCEPTED.

Our Organization is willing to enter into an agreement with Salt Lake County per the attached terms and conditions. I have authority to commit the Organization to this proposal.

ORGANIZATIONS NAME _____

NAME (Please Print) _____

SIGNATURE _____

This summary Cover Sheet must be filled out and submitted as part of the proposal.

REQUEST FOR PROPOSALS

Notice of Availability of Federal Community Development Block Grant and Lead Hazard Control Grant Funding

Salt Lake County Division of Community Resources and Development “CRD”, Community Development & Housing administers the Community Development Block Grant “CDBG” Program and Lead Hazard Control Grant Program for Salt Lake County “County”. The County has allocated CDBG funds and rental rehab program income for the funding of a Home Performance-Critical Home Improvement Loan Program. The County has also allocated Lead Hazard Control Grant funds to cover the cost of administering the Home Performance lead safe housing program and outreach for the Home Performance Program. One or several entities, company, unit of local government, and/or nonprofit organizations “Organizations” could be selected to receive funding.

Component 1. The CDBG funds can be used to fund a component of the Salt Lake County Home Performance-Critical Home Improvement Loan Program. CDBG funds and rental rehab program income will be used to cover the cost of providing 0% and 3% loans to cover the costs of critical home repairs, improvements for energy efficiency (Energy Star), and lead hazard control projects. The households to be assisted must have incomes at or below 80% of median income and must be located in unincorporated Salt Lake County. Funding will also be available to provide loans to cover the cost of retrofitting apartment projects with 12 or fewer units.

Component 2. Lead Hazard Control Grant Funds will be used to fund the administration of the Home Performance-lead safe housing program. This funding will cover the cost of lead inspections, risk assessments, work write-ups, construction management, and clearance testing and all direct project costs related to the control of lead based paint hazards.

Component 3. Lead Hazard Control Grant, CDBG, and rental rehab program income funds will be used to fund outreach for the Salt Lake County Home Performance Program. The Organization selected will assist the county in meeting Fair Housing requirements and outreach to minorities.

EVALUATION CRITERIA

Each proposal will be evaluated according to the criteria in this RFP. Salt Lake County has the option to fund all or part of each submitted request for funding.

FUNDING

The County has the option to allocate funds on a competitive basis from proposals received with funding coming from the source considered to be the best fit to the various CRD funding sources.

INFORMATION

For information on how to apply for CDBG and/or Lead Hazard Grant funds contact Randy Jepperson at 468-3613. The RFP may be downloaded through <http://www.crd.slco.org/> for the convenience of preparing your proposal.

ATTACHMENT to the RFP

Salt Lake County will consider a local preference or a preference for an Organization offering their employees health insurance. See Attachments A and B.

In compliance with Executive Order #2006-1 “Environmentally Responsible Procurement Practices” Salt Lake County has implemented environmentally responsible procurement practices. Please refer to Attachment C.

A binding agreement between the County and the Organization will be dependent upon the negotiation, preparation, and execution of a formal contract. If your Organization wishes to alter any of the conditions present in this RFP, Attachments, any Addendums issued, or the attached sample agreement, that item must be specifically called out in the proposal with a reasonable alternative presented. See Attachment D for a sample agreement containing terms and conditions.

This form must be filled out and submitted with your proposal.

Name of Organization:		
Contact Person Name:		
Contact Person Title:		
Phone Number:		
E-mail Address:		
City:	State:	Zip Code:

Funds Requested

Activity			CDBG & Rental Rehab Funds Requested	Lead Hazard Control Funds Requested
Component One: Loan Program				
Description	Estimated number	Per unit fee		
Project delivery fee-for each loan processed, approved and closed times	35			
Other				
Project costs (CDBR and Rental Rehab PI)				
Component Two: Administration of Lead Safe Housing Program				
Description	Estimated number	Per unit fee		
Lead inspections	20			
Risk assessments per unit Times	260			
Project management fee	260			
Clearance tests	305			
Estimated project costs				
Total requested amount				
Component Three: Outreach				
Housing fair, health fairs, and other				
Brochures, and other publications				
Staffing, salaries, benefits				
Overhead, indirect costs				
Fees				

Total Requested		
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Component 1: Home Performance – Critical Home Improvement Loan Program

The Organization selected is responsible to meet the goals stated in the program summary. It is anticipated that the funds to be received will also cover the outreach needed to support the goals to be achieved.

FACTOR 1: CAPACITY OF ORGANIZATION AND PROGRAM DESCRIPTION

(70 points possible)

- a. Describe the capacity of the Organization to fully implement the program. Describe Organization’s experience with a HUD funded home improvement loan program. (15 points possible)
- b. Loan Processing: The Organization must have staff who have completed loan processing training. Describe the process that will be taken to close the loans and who will handle the loan closings. Provide resumes for those who will be administrating the program. (5 points possible)
- c. Describe experience with CDBG and HOME programs. (5 points possible)
- d. Describe construction experience: Organization must have staff or will contract with an organization who has at least four years of construction experience. Describe experience with Energy Star. Provide resumes. (10 points possible)
- e. State experience with the EPA and HUD Lead Based Paint requirements. To be eligible the Organization must have staff or will contract with an organization who is an EPA Certified Risk Assessor/Lead Inspector. Provide resumes and copy of EPA certification. (10 points possible)
- f. Describe outreach and other funding: Organization will be required to state how they will assist in outreach, cooperation with other housing, counseling, and health agencies, and will assist in seeking other funding. (10 points possible)
- g. Provide samples of work write-ups and bid sheets. (5 points possible)
- h. Development of loan program for critical needs and energy efficiency retrofits: Describe how the loan program for a county wide program can be established. Rental rehab funds can be allocated to an energy efficiency retrofit loan pool program that provides assistance to households up to 120% of AMI. (10 points possible)

FACTOR 2: BUDGET (30 points possible)

- a. State the fee to be charged, and what activities the fee will cover. (25 points possible)
- b. List all other possible sources of funding for the program and describe actions to be taken to assist CRD in obtaining other funding. (5 points possible)

Component 2: Administration of Home Performance-Lead Safe Housing Program

The Organization selected is responsible to meet the goals stated in the program summary. It is anticipated that the fees to be received will also cover the outreach needed to support the goals to be achieved.

FACTOR 1: CAPACITY OF ORGANIZATION AND PROGRAM DESCRIPTION

(70 points possible)

- a. Describe the capacity of the organization to fully implement the program. Describe organization's experience with a HUD funded lead safe housing. (25 points possible)
- b. Describe experience with CDBG, and HOME programs. (10 points possible)
- c. Describe construction experience: Organization must have staff or will contract with an organization who has at least four years of construction experience. Provide resumes. (10 points possible)
- d. State experience with the EPA and HUD Lead Based Paint requirements. To be eligible the Organization must have staff or will contract with an organization who is an EPA Certified Risk Assessor/Lead Inspector. Provide resumes and copy of EPA certification. (10 points possible)
- e. Describe outreach and other funding: Organization will be required to state how they will assist in outreach, cooperation with other housing, counseling, and health agencies, and will assist in seeking other funding. (10 points possible)
- f. Provide samples of work write-ups and bid sheets. (5 possible points)

FACTOR 2: BUDGET (30 points possible)

- a. State the fee to be charged, and what activities the fee will cover. (25 points possible)
- b. List all other possible sources of funding for the program and describe actions to be taken to assist CRD in obtaining other funding. (5 points possible)

Component 3: Outreach for the Home Performance Program

An Organization could be selected to manage all three components of this RFP, or several Organizations could be selected to manage each component separately. The purpose of the funding of outreach is to support and help create the demand for the different components of the program so that the goals are met. The outreach funding will be used as coordinated and approved by the Salt Lake County Home Performance Outreach Coordinator.

FACTOR 1: CAPACITY OF ORGANIZATION AND PROGRAM DESCRIPTION

(90 points possible)

- a. Describe capacity of the Organization to fully implement the program. Describe organization's experience as a community based organization. Describe experience and role in the community. Describe the staff to be involved. Provide organization chart and resumes. (15 points possible)
- b. Describe Outreach activities that will be carried out. The activities are to include the following:
 - (1) Housing Fair: provide funding and assist in the organization of at least two housing fairs. (One to be held in Salt Lake City and one to be held in Magna.)
 - (2) Mass mailings to targeted areas in Salt Lake City and Salt Lake County.
 - (3) Weekly presentations to schools, health clinics, neighborhood fairs, WIC clinics, and Head Start offices.
 - (4) Creative ideas to inform the community about the HIP and Lead Safe Housing program. (60 points possible)
- c. Describe previous outreach activities: Provide samples of brochures and flyers. Describe how outreach for the different components of the Home Performance program will be coordinated. (15 possible points)

FACTOR 2: BUDGET (10 points possible)

- a. Describe budget, salaries, cost of brochures, and other direct and indirect costs.

Checklist	
PROPOSAL (Submit two complete copies PER PROPOSAL)	
	Summary cover sheet including original signature of officer authorization to request funds
	Detailed Project Description Component 1, 2, and/or 3
	Current and Proposed Budget forms—fill out budget/funding request sheet
	Community Based Organization qualifying form (if asking for outreach funding)
ATTACHMENTS (Submit two copies PER PROPOSAL)	
	Resume of Executive Director

The proposal and any attachments should be submitted on 8 1/2" x 11" sheets with holes punched for three-ring binders. The proposal should not be bound. Organize the parts of the proposal in the order shown in the above checklist. Each page of the proposal should be numbered. However, attachments do not need to be numbered.

Request for Proposals Schedule:

Wednesday, March 10, 2010	Pre-proposal training for potential CDBG and Lead Hazard Control Organizations is 2:00 - 3:30 pm in Room S-2100, 2001 South State Street, South Building, 2nd Floor.
Wednesday, March 31, 2010	Proposal submission deadline: before 1:00 P.M. in Room N4500 Contracts and Procurement, North Building, 4th Floor.
Thursday, April 8, 2010	Panel conducts review and prepares recommendations to the Mayor.
May - June 2010:	Preparation of contracts
July 1, 2010	Funding is available (a different starting date can be negotiated)

**COMMUNITY BASED ORGANIZATION
QUALIFYING CHECKLIST**

Organization's Name _____

Street Address _____

City _____ **State** _____ **Zip Code** _____

Phone Number () _____ **Contact Person** _____

This checklist is provided to assist organizations in preparing their proposals to be designated as COMMUNITY BASED ORGANIZATION. Please attach documents as specified. If you have any questions feel free to contact Randy Jepperson at (801) 468-3613.

Briefly describe the purpose of the organization and how long it has been in existence.

I. LEGAL STATUS

A. The nonprofit organization is organized under State or local laws, as evidenced by:

- ___ a Charter, OR
- ___ Articles of Incorporation.

B. No part of its net earnings inure to the benefit of any member, founder contributor, or individual, as evidenced by:

- ___ a Charter, OR
- ___ Articles of Incorporation.

C. Has a tax exemption ruling from the Internal Revenue Service (IRS) under Section 501 (c) of the Internal Revenue Code of 1986, as evidenced by:

- ___ a 501 (c) Certificate from the IRS.

D. Has among its purposes the provision of assistance to low and moderate income households related to health, and housing, as evidenced by a statement in the organization's document. (Please attach a copy of the appropriate document.)

- ___ Charter,
- ___ Articles of Incorporation,
- ___ By-laws, OR
- ___ Resolutions.

II. CAPACITY

A. Conforms to the financial accountability standards of Attachment F of OMB Circular A-110, "Standards for Financial Management Systems", as evidenced by:

a notarized statement by the president, or chief financial officer of the organization;

a certification from a Certified Public Accountant, OR

a HUD approved audit summary.

B. Has a demonstrated capacity for carrying out outreach activities to assist the program implementation of the Lead Safe Housing Program and the HIP, as evidenced by:

resumes and/or statements that describe the experience staff members who have successfully completed projects similar to those to be assisted with HUD funds,

III. ORGANIZATIONAL STRUCTURE

A. Maintains at least one-third of its governing board's membership for residents of low income neighborhoods, other low-income community residents, or elected representatives of low-income organizations as evidenced by the organization's:

By-Laws,

Charter, OR

Articles of Incorporation

Attachment A

Preference Given for Local Business

The County Council passed a policy that County purchases shall be awarded through a local preference system.

A local preference may accrue to a vendor who submits the low, responsive price for a goods and/or services contract if other factors are met. To be considered for a preference, offerors must agree to provide a complete and signed Local Certification Form, which includes a street address within the County that is not a post office box, a copy of a current business license issued by the County or any of the cities within the boundaries of the County and proof of registration with the State of Utah of an authorized agent to accept service of process. In addition, offeror must maintain local business status and current business license as required for the period of the contract. Completion of required information under the Alternative A portion of this document shall serve as compliance of submittal of a Local Certification Form.

For the preference to apply, the preferred offeror's price cannot be higher than 104% of the lowest offeror who does not claim a preference for award of this contract if the total amount of the contract is under \$250,000. If the amount of the contract is between \$250,001 and \$1,000,000 the offeror's price cannot be higher than 101% of the low offeror who does not claim a preference for this award of contract. For contracts of \$1,000,001 and greater, the preferred offeror's bid cannot be higher than \$50,000 of the low offeror who does not claim a preference for award of this contract.

- Alternative A** shall be to complete a signed Local Certification Form, which includes a street address within the County that is not a post office box, a copy of a current business license issued by the County or any of the cities within the boundaries of the County and proof of registration with the State of Utah of an authorized agent to accept service of process. If marking this box as requesting Alternative A, please complete the Local Certification Form on page 2 of this Attachment A and submit required documentation with bid response.
- Alternative B** Marking this box as Alternative B the vendor is choosing not to submit under a local preference.

If no Alternative A bids are submitted or the Alternative A bid does not fall within the limits shown above, the bid will be awarded to the lowest responsive responsible bidder without preference.

Vendors may qualify for either the health care preference or the local business preference, but not both.

If required documents are not submitted with the solicitation requesting Alternative A preference, documentation must be provided within (5) five days after being notified that their bid is under consideration for award based upon this preference. If the documentation is not received within the five-day limit, the County will disqualify the preference status.

The County will have the right to monitor the contractor's compliance with requirements for local preference status. Violation of this contract condition shall be the basis for immediate termination of the contract for default by the contractor.

Local Preference Certification Form

(Offeror to provide documentation qualifying them for local preference as stated)

Company Name: _____

Street Address: _____

Signature of Authorized Agent: _____

Proof of Registration with the State of Utah: _____

Copy of Business License within Salt Lake County Attached:

Yes No

Business License Number: _____

Business License Issue Date: _____

Attachment B

Preference Given for Health Benefit to Employees

The County Council passed a resolution that service contracts shall be awarded through a preference system. Service contracts may include services combined with goods.

A preference may accrue to a vendor who submits the lowest price to a solicitation for a service contract if other factors are met. To be considered for a preference, offerors must agree to provide at least catastrophic health benefits* to their employees for the period of time covered under a contract awarded from this RFP. The contract period will include all option years and extension periods.

For the preference to apply, the preferred offeror's price cannot be higher than 104% of the lowest offeror who does not claim a preference for award of this contract if the total amount of the contract is under \$250,000. If the amount of the contract is between \$250,001 and \$1,000,000 the offeror's price cannot be higher than 101% of the low offeror who does not claim a preference for this award of contract. For contracts of \$1,000,001 and greater, the preferred offeror's bid cannot be higher than \$50,000 of the low offeror who does not claim a preference for award of this contract.

Please refer to the "Evaluation Criteria" section of the RFP for weighting of the proposed fee. An offer that falls within the preference guidelines will be given a higher rating on the proposed fee criteria.

Proposers may submit offers as described below. Proposers are not required to submit both alternates and may submit under either format. Proposers may also submit under both alternatives. The formats are:

Alternate A shall be the offer to provide services under a contract while providing their employees with at least catastrophic health care benefits as defined below.

Alternate B shall be the offer to provide services under the contract but not providing their employees with health benefits as defined below.

Your proposal must state if you are requesting Alternate A preference.

If there are no Alternate A offers submitted or the Alternate A offer does not fall within the limits shown above, the preference will not be part of the evaluation process.

A signed letter from the offeror's health insurance carrier or agent must accompany the Alternate A preference request. The letter from the carrier or agent must state the policy period or dates of coverage and that the policy provides health insurance coverage for all employees at least equivalent to Catastrophic Health Benefits as defined below.

Proposals should not contain any documents that provide personally identifying information (i.e. protected health information) including but not limited to the Social Security numbers of, or any private health information about the employees covered under the health insurance program.

If not submitted with the proposal requesting Alternate A preference, evidence of catastrophic health benefits must be provided within (5) five days after being notified that the Mayor has approved award of the contract to your firm. If the proof of this insurance coverage is not received within the five-day limit, the County will disqualify the preference status. The health benefit must be in effect prior to submission of the bid package.

The County will have the right to monitor the contractor's compliance when providing the health benefit. Violation of this contract condition shall be the basis for immediate termination of the contract for default by the contractor.

* "Catastrophic Health Benefits" are defined in County policy as a policy of insurance for health care coverage of all medical-related expenses arising from catastrophic events, and which shall provide for coverage of affected employees and their families after payment by said employees of initial charges of \$3,000 for a single covered individual for medical costs arising out of any one catastrophic event, and initial charges of \$5,000 of two or more covered individuals for medical costs arising out of any one catastrophic event.

Alternate A – Pricing Schedule

(Offeror to provide services while providing employees catastrophic health benefits)

Alternate B – Pricing Schedule

(Offeror to provide services while NOT providing employee catastrophic health benefits)

Attachment C

Environmentally Responsible Procurement Practices

1. In compliance with Executive Order #2006-1, Salt Lake County has implemented environmentally responsible procurement practices. The County requires all persons, businesses, corporations and other entities doing business or entering into a contract with the County to comply with all federal, state and local environmental laws, rules and regulations. Compliance with environmental laws, rules and regulations is a relevant factor in evaluating the integrity and responsibility of a business. The County, in its sole discretion, may not solicit proposals from, award contracts to, procure, or otherwise enter into business arrangements with any person, business, corporation or other organization that is non-compliant. If a bidder, vendor or contractor is: suspended, proposed for debarment, debarred, ineligible or excluded from contracting with another government entity due to environmental non-compliance, the County in its sole discretion, may deem the bidder, vendor or contractor non-responsible and decline to award a contract.

2. Based on the foregoing, the bidder/vendor/contractor certifies, to the best of its knowledge, that neither the bidder/vendor/contractor nor any owner, officer or agent of the bidder/vendor/contractor:

- 2.1 is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from the award of a contract or purchase by any federal, state or local agency based on a finding, determination, notice of violation or order of environmental non-compliance;
- 2.2 is presently indicted or charged by a government entity in a criminal, civil or administrative proceeding with the commission of any offense, violation, or failure to comply with any federal, state, or local environmental law, rule or regulation, indicating a lack of business integrity or business honesty affecting its responsibility as a county contractor;
- 2.3 has, within the last 3 (three) years, been convicted, or had a civil judgment or administrative order rendered against it for any offense or violation, including but not limited to environmental non-compliance, indicating a lack of business integrity or business honesty affecting its responsibility as a county contractor;
- 2.4 has, within the last 3 (three) years, had a contract/purchase terminated due to an act or omission, including but not limited to environmental non-compliance, demonstrating a lack of business integrity or business honesty affecting its responsibility as a county contractor.

3. Bidder/vendor/contractor shall require any subcontractor/supplier to disclose in writing, whether at the time of the award of the subcontract, the subcontractor complies with the certification requirements in subparagraphs 2.1, 2.2, 2.3 and 2.4 above.

4. Bidder/vendor/contractor shall immediately notify the county in writing if, at any time before the award, the bidder/vendor/contractor learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances.

5. If it is later determined that bidder/vendor/contractor knowingly rendered an erroneous certification under this provision, in addition to other available remedies, the county in its sole discretion, may terminate the contract/purchase for default.

Attachment D

SAMPLE CONTRACTOR AGREEMENT FOR THE CONDUCT OF A LEAD HAZARD CONTROL PROGRAM

between
SALT LAKE COUNTY
and

GENERAL PROVISIONS

THIS CONTRACTOR AGREEMENT is entered into and shall be effective as of the 1st day of , by and between Salt Lake County, a body corporate and politic of the State of Utah, acting through its Division of Community Resources and Development (the "COUNTY"), and , a non-profit corporation of the State of Utah, ("CONTRACTOR"), Federal Employer or Tax Identification No. .

RECITALS:

A. COUNTY has been awarded grant funds by the United States Department of Housing and Urban Development ("HUD") to conduct a Lead Hazard Control Program (the "Program") pursuant to the Residential Lead-Based Hazard Reduction Act of 1992 (the "Act"), Title X of the Housing and Community Development Act of 1992, Public Law 102-550, as amended, and subject to the Rules and Regulations promulgated by HUD governing the conduct of lead hazard control projects, 24 Code of Federal Regulations ("CFR") Part 35;

B. Pursuant to the grant award, COUNTY is authorized to enter into a contractor agreement with CONTRACTOR in order to conduct lead hazard control activities.

THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the COUNTY and the CONTRACTOR agree as follows:

- 1. Content of this Agreement.** The Contract Documents consist of this Agreement, the Request for Proposals (RFP) CONTRACTOR's written response to the RFP, other documents listed in this Agreement and modifications issued after execution of this Agreement. These items form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.
- 2. Interpretation.** If anything in the other Contract Documents are inconsistent with this Agreement, this Agreement shall govern. The order of precedence of the documents shall be: (1) this Agreement and amendments thereto, if any, (2) the RFP and addendum to the

RFP for selection of CONTRACTOR (Exhibit A); (3) the CONTRACTOR's written response to the RFP (Exhibit B).

- 3. Project Statement of Work.** The CONTRACTOR shall perform or cause to be performed, in a matter satisfactory to the COUNTY, the activities set forth in detail in the Project Statement of Work, which is Attachment I to this agreement. In that performance, CONTRACTOR shall provide all personnel staffing and contracting, and provide all services and furnish all related real and personal property required.
- 4. Period of Performance.**

 - A.** The period of performance of this agreement shall be ____ months which period shall begin on and end on . In the event the date on which this agreement is fully signed is more recent than the above beginning date, then this agreement shall be considered to be retroactive and to have taken effect on the above beginning date. All costs which are incurred by the CONTRACTOR after the effective date of this agreement and which have been determined by COUNTY to be appropriate and allowable costs under the Program shall be eligible for reimbursement and payment.
 - B.** Performance of this agreement shall be undertaken and completed by the CONTRACTOR in an expeditious manner and shall not extend beyond the end of the Period of Performance specified in Paragraph 4.A above unless this agreement is amended to authorize an extension of that period.
- 5. Funding Amount.**

 - A.** Subject to the requirements of this agreement, the COUNTY will reimburse the CONTRACTOR for activities undertaken pursuant to this agreement to a maximum amount of . A project budget is provided in Attachment II. This is a fixed ceiling amount and shall not be considered as an "estimate-of-cost," "percentage-of-cost" or any kind of "cost-plus" sum, price or amount. Also, as used in this agreement, unless the context indicates otherwise, the words "expend," "expended" and "expenditure" shall include all amounts obligated or committed by the CONTRACTOR by written agreement (including unilateral purchase orders) for expenditure on the Program activities.
 - B.** The CONTRACTOR costs and expenditures shall not exceed the total funding amount. The COUNTY shall not be liable for or reimburse the CONTRACTOR for any extra costs or overruns or any additional funding in excess of the total amount stated above without prior written amendment of the agreement in accordance with Paragraph 7 below.
 - C.** In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this agreement, the CONTRACTOR shall, upon notice from the COUNTY, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, the COUNTY or other lawful directive.

6. Methods of Disbursement.

- A.** The CONTRACTOR may request disbursement from the COUNTY either on the basis of a lump sum reimbursement of allowable and reasonable project costs, as set forth in Attachment I and II, upon completion or on the basis of periodic reimbursement payments during the course of the Period of Performance as the funds for project activities are expended. Requests for payments shall be supported and documented as required by COUNTY on the basis of costs actually incurred by the CONTRACTOR on project activities during the period for which payment is requested.
- B.** Expenditures under this agreement which are determined by the COUNTY or HUD to be ineligible for reimbursement or which are inadequately documented will not be paid or, if already paid, will be, upon written request, immediately refunded to the COUNTY by the CONTRACTOR.

7. Amendments.

- A.** Either of the parties may request amendments to any of the provisions of this agreement at any time but no amendment shall be made or performed until it has been mutually agreed to by the parties. All amendments shall be authorized by a duly executed written modification of this agreement prior to any work being done.
- B.** The COUNTY may, in its discretion, amend this agreement to conform with federal, state or local governmental policy and with the policies, guidelines, and requirements of OMB Circulars A-87, A-128, and A-133. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both COUNTY and CONTRACTOR.

8. General Compliance. The CONTRACTOR shall perform all activities under this agreement in conformance with the HUD Lead-Based Paint Regulations at 24 CFR Part 35, as well as applicable EPA regulations at 40 CFR Part 745, and applicable OSHA regulations at 29 CFR §1910.1925, and with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this agreement.

9. Independent Contractor. Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The CONTRACTOR shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The COUNTY shall be exempt from payment of unemployment compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation as the CONTRACTOR is an independent contractor.

10. Indemnification. The CONTRACTOR shall be solely responsible for all damages to persons or property that occurs as a result of negligence or fault of the CONTRACTOR in connection with the performance of the work. CONTRACTOR will indemnify, defend,

and hold harmless the COUNTY, its officers and employees from claims for liability for injury or damage caused by any negligent or intentional acts or omissions of CONTRACTOR, its employees or agents performing pursuant to this agreement.

11. Insurance.

11.1 CONTRACTOR shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

11.1.1 GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES:

- A. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.
- B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:
 - (1) Currently rated A- or better by A.M. Best Company;
 - OR—
 - (2) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended.
- C. CONTRACTOR shall furnish certificates of insurance, acceptable to the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.
- D. In the event any work is subcontracted, CONTRACTOR shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of the CONTRACTOR hereunder.
- E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, CONTRACTOR shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the County.
- F. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the County in a manner approved by the Salt Lake County District Attorney.

- G. In the event CONTRACTOR fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to CONTRACTOR for the costs of said insurance.

11.1.2 REQUIRED INSURANCE POLICIES:

CONTRACTOR agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

- A. Workers' compensation and employer's liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, CONTRACTOR shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.
 - B. Commercial general liability insurance on an occurrence form with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the County, 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, acts of independent contractors, and completed operations.
 - C. Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$1,000,000 annual policy aggregate limit.
 - D. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence.
- 12. Suspension or Termination.** Either party may terminate this agreement for convenience at any time by giving thirty (30) days written notice to the other party of such termination. The COUNTY may also suspend or terminate this agreement, in whole or in part if the CONTRACTOR materially fails to comply with any term of this agreement or with any of the rules, regulations or provisions referred to herein.
- 13. No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement

or the proceeds thereof. No officer or employee of CONTRACTOR or any member of their families shall serve on a County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises CONTRACTOR's operations, or authorizes funding or payments to CONTRACTOR.

14. Special Conditions. The CONTRACTOR agrees to comply with the following special requirements particular to the Lead Hazard Control Program. The CONTRACTOR shall:

A. Provide assistance for housing which meets the following criteria:

(1) For grants made to rental housing, at least 50 percent of the units must be occupied by or made available to families with incomes at or below 50 percent of the area median income level and the remaining units shall be occupied or made available to families with incomes at or below 80 percent of the area median income level, and in all cases the landlord shall give priority in renting units assisted under this section, for not less than three (3) years following the completion of the lead abatement activities, to families with a child under the age of six (6) years, except that a building with five or more units may have 20 percent of the units occupied by families with incomes above 80 percent of area median income level;

(2) For grants made to assist housing owned by owner-occupants, all units assisted shall be the principal residence of families with income at or below 80 percent of the area median income level, and not less than 90 percent of the units assisted shall be occupied by a child under the age of six years or shall be units where a child under the age of six years spends a significant amount of time visiting.

B. Provide a copy of all lead-based paint inspection, risk assessment, and clearance test reports to the property owner in order for the property owner to comply with disclosure requirements provided under 24 CFR Part 35, Subpart A. The letter transmitting these reports must include the following statement:

“The Federal Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. § 4852d, requires sellers and landlords of most residential housing built before 1978 to disclose all available records and reports concerning lead-based paint and/or lead-based paint hazards, including the test results contained in this notice, to purchasers or tenants at the time of sale or lease or upon lease renewal. The disclosure must occur even if hazard reduction or abatement has been completed. Failure to disclose these test results is a violation of the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency regulations at 24 CFR Part 35 and 40 CFR Part 745 and can result in a fine of up to \$11,000 per violation. To find out more information about your obligations under federal lead-based paint requirements, call 1-800-424 LEAD.”

- 15. Administrative Provisions.** The CONTRACTOR shall comply with the following:
- A. Nondiscrimination and Equal Opportunity.** The CONTRACTOR, and all persons acting on its behalf, agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplements in Department of Labor regulations found at 41 CFR Part 60. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The CONTRACTOR will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.
 - B. Labor Standards.** The CONTRACTOR agrees to comply with the provisions, as applicable, of the Davis-Bacon Act, 40 U.S.C. §276a-276a-5, as amended, and as supplemented at 29 CFR Part 5; the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327, and as supplemented at 29 CFR Part 5; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and as supplemented at 29 CFR Part 3; 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. The CONTRACTOR shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the COUNTY for review upon request.
 - C. Environmental standards.** The CONTRACTOR agrees to comply with all applicable standards, order or requirements issued under section 306 of the Clean Air Act, 42 U.S.C. § 1857(h); section 508 of the Clean Water Act, 33 U.S.C. §1368; Executive Order 11738; and EPA regulations, 40 CFR Part 15.
 - D. Energy Efficiency.** The CONTRACTOR agrees to comply with mandatory energy efficiency standards or codes contained within the State Energy Plan issued by the State of Utah in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-136, 89 Stat. 871.
- 16. Records.** The CONTRACTOR shall keep and retain all records pertinent to the activities to be funded under this agreement as required by COUNTY. Records shall be retained for a period of three (3) years after the final payment to CONTRACTOR under this agreement and after all other pending matters are closed, as determined by the COUNTY.
- 17. Audits & Inspections.** All of CONTRACTOR's records with respect to any matters covered by this agreement shall be made available to the COUNTY, grantor agency, their designees or the federal government, at any time during normal business hours, as often as

the COUNTY or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CONTRACTOR within a time period as agreed upon by the COUNTY and the CONTRACTOR after receipt by the CONTRACTOR. Failure of the CONTRACTOR to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments or refunding of payments to the COUNTY. The CONTRACTOR hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning audits and, as applicable, OMB Circular A-133.

- 18. Assignments and Contracting.** The responsibility for the performance of this agreement shall not be assigned, transferred or contracted out by the CONTRACTOR without the prior, written consent of the COUNTY. Contracts or purchase orders by the CONTRACTOR for the acquisition of equipment, materials, supplies or services for program activities do not require the consent of the COUNTY but shall be conducted in a manner providing full and open competition consistent with the standards of 24 CFR §85.36. All subcontracts entered into by CONTRACTOR pursuant to this agreement shall contain the provisions set forth at 24 CFR § 85.36(i).
- 19. Debarment and Suspension.** CONTRACTOR agrees that it shall not enter into any contracts related to performance of this agreement with any parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR part 24.
- 20. Lobbying.** The CONTRACTOR hereby certifies that:

 - A.** No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;
 - B.** If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - C.** It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and

disclose accordingly; and

D This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 21. Ownership of Documents.** All documents and reports prepared by CONTRACTOR for this agreement are the property of the COUNTY, whether in draft or final form, and CONTRACTOR shall deliver the same to the COUNTY upon completion of work or upon termination of this agreement.
- 22. Ethical Standards.** CONTRACTOR represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.
- 23. Campaign Contributions.** CONTRACTOR acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. CONTRACTOR also acknowledges and understands this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions to County candidates. CONTRACTOR further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. CONTRACTOR represents, by executing this Agreement, that CONTRACTOR has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.
- 24. Public Funds and Public Monies.**
- A. Definitions.** "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also

include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of “public funds” while in CONTRACTOR’s possession.

B. CONTRACTOR’s Obligation. CONTRACTOR, as recipient of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” as authorized by law and this Agreement for the provision of services to Salt Lake County. CONTRACTOR understands that it, its officers, and employees may be criminally liable under Utah Code Ann. § 76-8-402, for misuse of public funds or monies. CONTRACTOR expressly understands that County may monitor the expenditure of public funds by CONTRACTOR. CONTRACTOR expressly understands that County may withhold funds or require repayment of funds from CONTRACTOR for Agreement noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

25. Confidentiality. CONTRACTOR agrees to hold any materials or information provided to it by COUNTY in strictest confidence, not to make use thereof other than for the performance of this agreement, to release it only to employees requiring such information, and not to release or disclose it to any third party.

CONTRACTOR acknowledges that County is a governmental entity subject to the Utah Government Records Access Management Act (“GRAMA”), Utah Code Ann. §§ 63-2-101, et seq. As a result, County is required to disclose certain information and materials to the public, upon request. CONTRACTOR agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to County Representative for response by County.

26. Laws of Utah. This agreement shall be governed by the laws of the State of Utah.

27. Survival of Provisions. The parties to this agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this agreement that require some action to be taken by either or both of the parties upon or after the expiration or termination hereof shall survive the expiration or termination of this agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

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IN WITNESS WHEREOF, each of the parties has caused this agreement to be duly executed as follows:

SALT LAKE COUNTY

By _____
PETER CORROON or Designee

STATE OF UTAH)
)
) :ss
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me
_____, who being duly sworn, did say that (s)he is the
_____ of Salt Lake County, Office of Mayor, and
that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

ADMINISTRATIVE APPROVAL:
Division of Community Resources
and Development

APPROVED AS TO FORM:
Salt Lake County District Attorney

By _____
Michael R. Gallegos, Director

By _____
Deputy District Attorney

Date _____

Date: _____

SUBRECIPIENT:

By _____

(Title)

STATE OF UTAH)
)ss.
SALT LAKE COUNTY)

On the _____ day of _____, 20____ personally appeared before me
_____ being duly sworn, did say that she/he is the
_____ of the _____ and that the within and foregoing instrument was signed for
and on behalf of such entity.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

ATTACHMENT I
to
Salt Lake County Contract Number **BV??C**

SUBRECIPIENT:

PROJECT: LEAD HAZARD CONTROL PROGRAM

PROJECT NO.: 1.0-LHC-06

PROJECT STATEMENT OF WORK

This attachment is a supplement to the general work statement contained in Paragraph 4 of this Agreement. Therefore, in addition to the general work required to be done under that paragraph, which applies to all projects to be conducted under this Agreement, the particular work to be performed for this Project is as follows:

NATURE AND SCOPE OF PROJECT

This agreement is an all-encompassing agreement for the Lead Hazard Control Program (LHC). will perform all lead hazard control activities as specified by the terms of this agreement and referenced policies of the COUNTY. is a separate recipient of the Lead Hazard Control Program. Upon direction by Salt Lake County, the may assist Salt Lake County on outreach and education activities in promotion of the Lead Safe Housing Program. The primary goal is the elimination of the lead poisoning of children by the year 2010. is a partner, contractor with Salt Lake County to implement a comprehensive outreach and education program for the Lead Safe Housing Program. For the Outreach component of the lead safe housing, the key partners are Salt Lake City, Salt Lake Valley Health Department, CRD Lead Safe Housing Health Education, and Housing Services.

will over the next three years:

- Sponsor a total of six housing fairs, two each year. Of the two fairs held each year one will be held in Magna and the other will be held in Salt Lake City.
- Work closely and coordinate with the Salt Lake Valley Health Department on all outreach and education activities.
- Will participate in the promotion of the Lead Safe Housing Program by supporting and attending, setting up a booth at Aging Services-Senior Expo, Jr League of Salt Lake, Care Fair, Utah Apartment Association, and other Health Fairs as directed by CRD.

- Work closely with and under the direction of the Lead Safe Housing Manager, and the County Lead Safe Housing Education Coordinator.
- As directed by CRD do mass mailings to targeted areas in the County.
- As directed by CRD place advertisements in local newspapers
- Participate in and often organize weekly presentations to schools, health clinics, neighborhood fairs, WIC clinics, and Head Start Offices.
- Develop outreach and education programs and concepts; again work closely with the Utah Valley Health Department and Salt Lake County Lead Safe Housing Health Educator.
- Work with other community based organizations, as approved by CRD; provide funding to organizations to provide referrals.
- Identify other resources, organizations that can become partners in the elimination of the lead poisoning of children by the year 2010.
- Assist CRD in identifying other resources, matching funds for the Housing Fairs and other activities.
- Assist CRD in the development of brochures, flyers and other marketing and education materials.

Reports: *At least once a month, will submit to CRD by e-mail and/or mail a status report on all projects.*

During the period of this contract will carry out on the average at least one outreach and education activity each week, for a total of 150 activities.

This contract is for three years, but must be renewed each year. In December, 2009, and December, 2010, the performance by this Contractor will be reviewed and the Contractor will be notified if the contract is to be extended for the next year. The performance standard will be: (1) at least two housing fairs each year will be held each year, (2) development and implementation of the outreach and education program, (3) the carrying out of at least one out reach activity each week, with a minimum of 50 outreach and outreach activities for each year of this contract.

ATTACHMENT II
to
Salt Lake County Contract Number BV??c

SUBRECIPIENT:

PROJECT: LEAD HAZARD CONTROL PROGRAM

PROJECT NO: 1.0-LHC-06

PROJECT BUDGET

- I. Estimated Total Project Cost
- II. Budgeted Lead Hazard Outreach Activity Expenditures:
 - a. Housing Fairs, Health Fairs, and other activities, funding to other agencies
 - b. Brochures, publications, other
 - c. Staffing, salaries, benefits
 - d. Over heard, indirect costs

TOTAL LHC EXPENDITURES:

In no case will reimbursement exceed _____'s actual costs. _____ will maintain records necessary for justification and verification of such costs.

FINAL BILLINGS ARE DUE TO CRD WITHIN 30 DAYS OF THE COMPLETION OF THE PROJECT OR WITHIN 90 DAYS AFTER THE END OF THE PERIOD OF PERFORMANCE WHICHEVER IS EARLIER.