REQUEST FOR APPLICATIONS

2026 Housing Trust Fund
Parkhill East Affordable Homeownership
Co-Development Partnership

RFA Number: HTF2026PH
RFA Issue Date: November 5, 2026

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SECTION 1. INTRODUCTION AND PURPOSE

The **Salt Lake County Office of Regional Development** ("County") and **Housing Connect** share a commitment to expanding affordable homeownership opportunities for low- and moderate-income households in Salt Lake County. Homeownership can provide households with greater housing stability, opportunities to build wealth, and a stronger connection to their communities. The County and Housing Connect seek to advance approaches that make homeownership more attainable today while preserving affordable opportunities for future generations.

To advance these shared goals, the County and Housing Connect are bringing together significant public resources to support the development of an affordable homeownership community. **Salt Lake County is making available $711,000 in Housing Trust Fund** funding to support the project and leverage additional public and private investment. **Housing Connect is making available 2.04 acres of land at its Parkhill site in Millcreek (201 E. Parkhill Way)**, valued at approximately $2.9 million, and would like to participate as a co-development partner.

Through this Request for Applications (RFA), the County and Housing Connect seek proposals from qualified developers to serve as the co-development partner for Parkhill East and maximize the impact of these public investments. Respondents are encouraged to bring their expertise and creativity to the project and propose the development approach, housing types, affordability strategy, financing structure, and long-term ownership model they believe will make the most efficient and effective use of the resources being made available by Salt Lake County and Housing Connect.

SECTION 2. GENERAL APPLICANT REQUIREMENTS

Applicants must be an individual development entity and must:

1. Demonstrate relevant experience and capacity to successfully develop and deliver owner-occupied residential projects.
2. Demonstrate knowledge of local housing market conditions, development costs, financing, and entitlement processes.
3. Demonstrate the financial and organizational capacity to participate as a co-development partner and successfully execute the project.
    a. Identify other potential funding sources
4. Be in good standing with Salt Lake County, Housing Connect, and other public agencies or funding entities with which the applicant has previously worked.

Applicants may, but are not required to, have a complete development team assembled at the time of application. Applicants should identify key team members that are currently committed, such as architects, engineers, contractors, financial partners, and other consultants,

and identify anticipated roles or expertise to be added following selection. Applicants without a complete team should describe their proposed strategy and process for assembling the remaining team in coordination with Housing Connect and, where appropriate, Salt Lake County.

SECTION 3. PROJECT GOALS AND PRIORITIES

Salt Lake County and Housing Connect seek proposals that advance the following project goals:

1. **Expand Affordable Homeownership.** Create meaningful homeownership opportunities for low- and moderate-income households, including opportunities to serve households at or below 80% Area Median Income (AMI).
2. **Preserve Long-Term Affordability and Support Wealth Building.** Provide a path to homeownership that allows households to build equity and wealth while preserving affordable homeownership opportunities for future purchasers.
3. **Maximize Public Investment.** Make efficient and effective use of the County's Housing Trust Fund investment and Housing Connect's land contribution by leveraging additional resources and maximizing the affordable homeownership opportunities created.
4. **Create a High-Quality, Sustainable Community.** Deliver a well-designed development that considers environmental, financial, operational, and community sustainability and remains desirable and financially sustainable for homeowners over time. Development proposal must meet SLCo Housing Trust Fund's Sustainability policy (APPENDIX F).

SECTION 4. SITE AND DEVELOPMENT CONTEXT

Parkhill East is approximately 2.04-acre portion of Housing Connect's larger Parkhill property located at 201 E. Parkhill Way in Millcreek. The property was previously operated as a mobile home park and is being repositioned by Housing Connect to provide new affordable housing opportunities.

Housing Connect is developing Parkhill Commons, a 70-unit multifamily affordable housing community on the western portion of the property. The Parkhill Commons development leaves approximately 2.04 acres on the eastern portion of the property available for the affordable homeownership development contemplated by this RFA.

Although Parkhill East and Parkhill Commons will be separate developments, Housing Connect envisions opportunities for the two communities to function as parts of a broader Parkhill campus. Applicants should consider opportunities for shared or complementary amenities, open space, pedestrian connections, access and circulation, cross-parking, infrastructure, and other site efficiencies, as well as opportunities for shared programming and community-building between residents of the two developments.

Applicants may, but are not required to, submit site plans or architectural designs. However, proposals should provide sufficient information to describe the proposed development concept, including anticipated housing types, approximate unit count and mix, general site organization, and relationship to Parkhill Commons.

Proposals should comply with applicable current zoning and land use requirements or clearly identify any zoning modifications, variances, administrative approvals, or other municipal actions required to implement the proposed development. Applicants should describe the anticipated approval process and any associated impacts on project feasibility or schedule.

Housing Connect will prepare drawings and exhibits to explain the site conditions including our Parkhill Commons (west parcel) development plans, the resultant land available for Parkhill East, and the initial site plan produced by Shopworks (Parkhill Commons' Architect).

More information about the site and the Parkhill Commons project is provided via a link on the RFA webpage.

SECTION 5. AFFORDABLE HOMEOWNERSHIP MODELS

Salt Lake County and Housing Connect seek to create affordable homeownership opportunities that extend beyond the initial homebuyer. Applicants should propose an ownership and affordability model that preserves affordable opportunities for future purchasers while providing homeowners with a meaningful opportunity to build equity and wealth.

Applicants may propose any ownership model or affordability mechanism that provides for long-term affordability, including a **Community Land Trust (CLT), deed-restricted ownership, shared-equity ownership, limited-equity co-op, or another structure proposed by the applicant.**

Applicants should describe:

1. How affordability will be preserved for future homebuyers;
2. How homeowners will have a meaningful opportunity to build equity and wealth;
3. How the benefit of the public investment will be preserved over time;
4. The entity or entities responsible for long-term administration, monitoring, and enforcement of affordability requirements, including at resale or transfer; and
5. The durability and viability of the proposed model under changing market and economic conditions.

Neither Salt Lake County nor Housing Connect currently operates a Community Land Trust, nor does either anticipate establishing one for this project. If a CLT model is proposed, the applicant should identify the entity that would operate and steward the Community Land Trust.

SECTION 6. HOMEBUYER ELIGIBILITY AND AFFORDABILITY REQUIREMENTS

Affordability assumptions should reflect realistic homebuyer circumstances, including a reasonable down payment and cash-to-close requirement, mortgage interest rate and loan term, property taxes, insurance, association fees, and other significant recurring housing costs. Applicants should also assume a reasonable level of other household debt and should not assume substantial purchaser savings or unusually favorable borrower circumstances.

Applicants may incorporate other available homeownership resources into their affordability strategy, including down-payment or closing-cost assistance, favorable mortgage products, development subsidies, or other financing tools. Applicants should identify the resources assumed and whether each resource is controlled by the applicant, currently available, or anticipated.

The application should demonstrate the following:

1. The proposed number of homes at or below 80% AMI (Tier 1) and households at or below 100% AMI (Tier 2). Proposers must state the number of units they offer for each tier, within the minimum Tier 1 and maximum Tier 2 limits provided below.
2. The anticipated sales prices and total monthly homeownership costs at each affordability level, including assumptions for mortgage interest rate, loan term, down payment, property taxes, insurance, utilities, association fees, and other recurring ownership costs.
3. The resources used to achieve the proposed affordability, including development subsidy, down-payment or closing-cost assistance, favorable mortgage products, or other resources, and whether each resource is controlled by the applicant, currently available, or anticipated.
4. The long-term strategy for longer affordability whether that be through a ground lease or other legal mechanisms to preserve long term affordability.

The applicant must adhere to the following requirements regarding homeowner's income eligibility and sales pricing:

1. **Income Eligibility.** The Project will be a mixed-income homeownership development. Each unit will be designated at one of the following income tiers, and the designation stays with the unit:

a. **Tier 1 (80% AMI Units):** Sold to a household whose gross annual income at the time of the purchase contract does not exceed eighty percent (80%) of Area Median Income (AMI). At least **50**% of total units, must be designated Tier 1.

b. **Tier 2 (100% AMI Units):** Sold to a household whose gross annual income at the time of the purchase contract does not exceed one hundred percent (100%) of AMI. No more than **50**% of total units, may be designated Tier 2.

AMI means the median family income, adjusted for household size, published annually by the U.S. Department of Housing and Urban Development (HUD) for [the Salt Lake City, UT HUD Metro FMR Area]. The limits in effect on the date of the purchase contract apply. A household that meets the limit for its tier is a "Qualified Household" for that unit.

ANNUAL INCOME LIMITS BY HOUSEHOLD SIZE				
HH Size	**60% AMI**	**80% AMI**	**100% AMI**	**120% AMI**
1 PERSON	$52,980	$70,640	$88,300	$105,960
2 PEOPLE	$60,540	$80,720	$100,900	$121,080
3 PEOPLE	$68,100	$90,800	$113,500	$136,200
4 PEOPLE	$75,660	$100,880	$126,100	$151,320
5 PEOPLE	$81,720	$108,960	$136,200	$163,440

2. **First-Time Homebuyer Status.** Require that buyers have not owned a home in the preceding 3 years with narrow exceptions (e.g., displaced homemakers or single parents).

3. **Unsold-Unit Provision.** Salt Lake County and Housing Connect recognize that a restricted unit left vacant serves no one. If a unit remains unsold after the initial marketing period, and the Developer has documented its marketing efforts and any buyers who applied but did not qualify, homebuyer eligibility may be expanded for that unit to include households up to 120% AMI. Throughout this process, the purchase price of the unit shall not exceed the maximum price calculated at 80% AMI for Tier 1 Units and 100% AMI for Tier 2 Units. Timing requirements are provided below:

    a. **Initial Marketing Period (Days 1-120).** The Developer must market each unit to Qualified Households for its designated tier. Tier 1 units are available to households at or below 80% AMI. Tier 2 units are available to households at or below 100% AMI.

b. **First Expansion Period (Days 121-180).** If a unit remains unsold and the Developer has documented its marketing efforts, they may, with written Owner approval, open unsold Tier 1 units to households at or below 100% AMI. Households at or below 80% AMI keep priority at all times.

c. **Second Expansion Period (Days 181-240).** If a Tier 2 unit remains unsold, the Developer may, with written Owner approval, open it to households at or below 120% AMI. Households at or below 100% AMI keep priority at all times.

d. **Further Action.** If a unit remains unsold after the Second Expansion Period, the Developer will consult with the Owners on other options. No unit may be sold to a household above 120% AMI or sold for a purchase price exceeding the maximum price calculated at 80% AMI for Tier 1 units or 100% AMI for Tier 2 Units.

4. **The 30% Affordability Cap.** The initial sales price must be structured so that the buyer's monthly housing expense comprised of Principal, Interest, Taxes, and Insurance (PITI), plus any Homeowners Association (HOA) fees do not exceed 30% of the gross monthly income of a household earning exactly 80% AMI (adjusted for target family size based on bedroom count) for Tier 1 Units or 100% AMI (adjusted for target family size based on bedroom count) for Tier 2 Units.

5. **Affordability Period.** Homes constructed under this agreement must remain affordable to households at or below the income tier designation assigned to the unit (80% AMI or 100% AMI) for a minimum control period of 99 years from the date of initial closing. This affordability restriction will be legally enforced via a Deed Restriction, Restrictive Covenant running with the land, or a Community Land Trust ground lease, recorded concurrently with the deed.

6. **Resale Formula (Fair Return).** If an owner sells the property during the affordability period, the property must be sold to another income-qualified buyer at or below the income tier designation assigned to the unit. The maximum resale price will be calculated using a formula that grants the seller a fair return on investment ensuring the home remains affordable to the next buyer without requiring additional subsidies.

7. **Housing Connect Household Preference.** Housing Connect seeks to create opportunities for qualified Housing Connect residents and households to transition to homeownership. The project should include a preference for qualified Housing Connect households, to the extent permitted by applicable law and funding requirements. Applicants should describe how this preference could be incorporated into the homebuyer selection and sales process and how targeted outreach and homebuyer

preparation could support eligible Housing Connect households. Housing Connect households receiving this preference must meet the same income, financing, and other eligibility requirements as all other purchasers.

SECTION 7. HOUSING TRUST FUND AWARD AND REQUIREMENTS

Salt Lake County anticipates making available **$711,000 in Housing Trust Fund** funding to support the Parkhill East project. The award is anticipated to be structured as direct funding for the project, subject to final County approval and execution of applicable funding agreements.

Housing Trust Fund resources may be used only for costs eligible under applicable County requirements.

The selected project will be required to comply with all applicable Housing Trust Fund requirements, including requirements related to:

1. Eligible and ineligible uses of funds
2. Income and homebuyer eligibility
3. Affordability requirements and required period of affordability
4. Deed restrictions, covenants, or other mechanisms required to secure long-term affordability
5. Documentation, reporting, monitoring, and compliance
6. Reimbursement and documentation of eligible expenditures
7. Deadlines for obligation and expenditure of funds
8. Return of unused or ineligible funds and remedies for noncompliance

The final terms and conditions of the Housing Trust Fund award will be established by Salt Lake County in the applicable funding agreement.

SECTION 8. ELIGIBLE USES OF FUNDS

Funds can be used for expenditures related to increasing long-term housing security, including:

1. Pre-development costs
    a. “Pre-development Costs” means Costs which are incurred in conjunction with, but prior to, the actual commencement of the project's construction, such as site option costs, site carrying charges, market studies, architectural and engineering fees, and appraisal fees.
2. Site improvements, including demolition
    a. Infrastructure & Utilities: Water, sewer, electricity, drainage structures, and stormwater management systems.
    b. Site Preparation: Grading, filling, tree/vegetation removal, and demolition of existing structures.
    c. Paving & Access: Driveways, sidewalks, and designated parking areas.

d. Recreation & Landscaping: Outdoor lighting, landscaping, playgrounds, and fencing.
e. Ancillary Facilities: Garages, storage sheds, pergolas, and private patios or yards.
f. Public Infrastructure: Street surfaces, curbs, sidewalks, and gutters adjoining the subject property.
g. Access & Convenience: Public utilities, street lighting, and fire hydrants located in the immediate neighborhood.

3. Hard costs (construction costs)

The following costs/fees/expenditures are not eligible uses of Housing Trust Fund awards:

1. Developer fees
2. Overhead and indirect costs
3. Debt service payments
4. Deposits into reserve accounts
5. Supplanting existing funds

SECTION 9. CO-DEVELOPMENT PARTNERSHIP

Housing Connect and Salt Lake County will each make a significant contribution to the project, and neither anticipates that the development budget will repay them for those contributions. Housing Connect will contribute the project site, valued at $2.9 million in fair market value, and Salt Lake County will contribute $711,000 in Housing Trust Fund dollars. These contributions are intended to support the creation of long-term affordable homeownership rather than to be recovered through the development budget.

Housing Connect, Salt Lake County, and the selected development partner intend to participate together as co-development partners in Parkhill East. The three partners would share in key development decisions, and potentially in developer fees and other project economics. Applicants are encouraged to propose a partnership structure that balances the contributions, responsibilities, risks, capabilities, and desired levels of involvement of all three partners.

Applicants should describe:

1. The proposed roles and responsibilities of Housing Connect and the applicant
2. The proposed governance and major decision-making structure
3. The financial contributions, obligations, guarantees, and risks of each partner
4. The proposed allocation of developer fees and other project economics
5. How the proposed partnership could provide opportunities for Housing Connect to participate in the development process and build its affordable homeownership development capacity

Terms proposed by the applicant will serve as a baseline for negotiation. Final terms will be identified in a co-development agreement between Housing Connect, Salt Lake County, and the selected development partner following selection.

SECTION 10. APPLICATION PROCESS AND SCHEDULE

TIMELINE

Activity	Date
Application Available For more information, please visit https://slco.to/2026HTF-RFA	Thursday, November 5, 2026
Pre-Application Webinar Register here: https://slco.webex.com/weblink/register/rf49db96d7bfb558fccc2be8ef8d7c375	Thursday, November 12, 2026 11:00 AM – 12:30 PM
Final Day to Submit Questions https://app.smartsheet.com/b/form/01a19e37af1b76c2a700123e95309f1c	Friday, November 20, 2026
Responses to Applicant Questions Posted Online	Continuous basis from November 5 to November 24, 2026, at 5:00 PM
Application Due via Smartsheet https://app.smartsheet.com/b/form/01a19e2cea077c41a77cb5df5229656e	Monday, November 30, 2026
Application Review with Scoring Committee	Friday, December 4, 2026
County Council Meeting and Notice to Applicants of Awards	Tuesday, December 15, 2026
Award Effective Date	January 2027

Section 10.1 Pre-Application Webinar
Interested applicants are invited to attend a pre-application conference to discuss project and applicant eligibility and to ask questions about this RFA. The pre-application conference will be held on **Thursday, November 12, 2026.**

The pre-application conference is for informational purposes only. If the RFA needs to be modified or clarified, a written addendum will be issued.

The pre-application conference will be held via WebEx only and requires pre-registration.

To register to attend the pre-application webinar, please use the link below. Please make sure that you use your business/organizational information when registering as this information is subject to the Utah Government Records Access and Management Act (GRAMA) regulations.

Pre-Application Webinar Registration:

https://slco.webex.com/weblink/register/rf49db96d7bfb558fccc2be8ef8d7c375

Section 10.2 Submitting a Question

Applicants are encouraged to submit their questions in writing before the pre-application conference through the question form, RFA Questions from Applicants: https://app.smartsheet.com/b/form/01a19e37af1b76c2a700123e95309f1c. The last day to submit questions is **Friday, November 20, 2026.** Questions will be answered starting on November 5th (on a rolling basis) with the final responses posted by end of day on November 24th, 2026.

Section 10.3 Application Submission Requirements

1. Complete and submit the online application and attach required forms and documents.
2. Prior to filling out the online application, complete and compile the following documents which will be submitted in addition to Appendix A- Application and Project Information form during submission of the application.

Forms provided by Salt Lake County Housing and Community Development:

a) Appendix A- Application and Project Information (Appendix A)
b) Appendix B - Budget
c) Appendix C - Environmental Compliance
d) Appendix D - Business Confidentiality
e) Appendix E - Scoring Sheet
f) Appendix F- SLCo Housing Trust Fund Sustainability Policy
g) Appendix G - Request for Exception/Modification to RFA or Contract Form

Additional documents to be attached to the application, not provided by Salt Lake County:

a) Complete sources and uses- including funding sources
b) Project Schedule, design, permitting, financing commitments, construction start and completion dates, zoning changes, and marketing & outreach. Indicate which steps are complete.
c) Project Pro Forma for the Affordability Period
d) Site plan, floor plans, and elevations, if available
e) Certificate of Insurance meeting the requirements found in the Terms & Conditions. Awarded applicant (Subrecipient) will be required to provide this for reporting & compliance
f) 501(c)(3) Determination Letter (if applicable).

ADDITIONAL INFORMATION

1. The required application, forms and documents can be found at https://slco.to/2026HTF-RFA
2. By submitting an application to this RFA, the Applicant acknowledges and agrees that the requirements, and the evaluation process outlined in this RFA are understood, fair,

equitable, and are not unduly restrictive. Any exceptions to the content of this RFA must be addressed within the Q&A period. The Applicant further acknowledges that it has read this RFA, along with any attached or referenced documents.

3. Applicants must bear the cost of preparing and submitting the application.
4. Failure to comply with any part of the RFA may result in disqualification of the application.
5. Applications must be received no later than **Monday, November 30, 2026, at 5:00 PM** MST. Late applications will not be accepted. No exceptions.
6. Do NOT include additional information such as personalized cover sheets, table of contents, pamphlets, organizational public relations information, addenda, etc.
7. Salt Lake County may request the correction of minor omissions during the review period.
8. Applicants must respond within the time period provided in the request.

SECTION 11. EVALUATION AND SCORING CRITERIA

Applications will be evaluated, scored, and ranked by the SLCo Housing Trust Fund Advisory Board & Housing Connect's Board based on the following criteria for a maximum score of 104 points. 100 base points, 4 potential bonus points:

Application Eligibility Screening	**Staff Check**
Application submitted by the deadline	☐
Homeowner Affordability as specified in Section 6	☐
Eligible use of funds ☐ Pre Development costs ☐ Site improvements, including demolition ☐ Hard Costs (construction costs)	☐
Applicant agrees to comply with: ☐ SLCo's Environmental Compliance Practices, Vendor Compliance Statement, and Non-Debarment Certification ☐ SLCo's Housing Trust Fund Sustainability Policy	☐
Assessment of Risk to SLCo *Rated as green (low risk), yellow (moderate risk), and red (high risk) or NA (not applicable)*	**Staff Check**
Risk of proposed use of funds being challenged by the County Council	
Application Scoring Criteria	**Advisory Board Score**
Development Team Experience and Capacity — 25 Points	/ 25
Scoring criteria 1. Does the applicant have demonstrated experience successfully developing projects of comparable scale and complexity, including relevant owner-occupied projects?	

2. Does the applicant demonstrate the financial, organizational, and staffing capacity necessary to successfully execute the project? 3. Do the identified team members, or the strategy for assembling the remaining team, provide the expertise necessary to successfully deliver the project?	
Comments:	
Affordable Homeownership Strategy — 30 Points	/ 30
Scoring criteria 1. How effectively does the proposal create meaningful homeownership opportunities for low- and moderate-income households, particularly households at or below 80% AMI? 2. Does the proposed model effectively balance long-term affordability with opportunities for homeowners to build equity and wealth? 3. Does the proposal provide a realistic and durable pathway to affordable homeownership while preserving the benefit of public investment over time?	
Comments:	
Project Feasibility and Implementation — 15 Points	/ 15
Scoring Criteria 1. Are the proposed development costs, revenues, financing assumptions, and overall project economics reasonable and achievable? 2. Is there a realistic path and schedule for design, entitlement, financing, construction, and home sales? 3. Does the applicant identify significant project risks and demonstrate a credible strategy for successfully implementing the project?	
Comments:	
Co-Development Partnership Structure — 20 Points	/ 20
Scoring Criteria 1. Does the proposed partnership structure appropriately reflect the respective contributions, capabilities, and roles of Housing Connect, Salt Lake County, and the applicant? 2. Are the proposed roles, responsibilities, decision-making structure, financial obligations, and allocation of risk clear and reasonable? 3. Does the proposed structure offer an appropriate level of Housing Connect participation and opportunities to build development capacity, considering the respective roles, resources, and capabilities of the partners?	
Comments:	
Leverage of Additional Resources — 10 Points	/10
Scoring Criteria 1. What additional public, private, philanthropic, financing, or other resources does the applicant propose to leverage? 2. How credible is the applicant's strategy and demonstrated ability to secure the identified resources? 3. How effectively would those additional resources improve the affordability, feasibility, or overall impact of the project?	

Comments:	
TOTAL SCORE	**/ 100**
Bonus scoring – Up to 4 points	**Advisory Board score**

Project meets 2026 Housing Trust Fund Priorities:
• Sustainable Housing Development: Project demonstrates additional energy efficient certification (LEED, Green Globes, etc.)
• Maximize the number of units;
  ○ 100% affordable units,
  ○ Larger unit sizes (3 – 4 bedroom)
	/ 4

TOTAL SCORE + Applicable BONUS Points	**/ 104**

SECTION 12. WRITTEN AGREEMENT REQUIRED

The selected Applicant must agree to all requirements in the RFA unless an exemption is stated in the application. **IF YOU WISH TO ALTER THE RFA INCLUDING EXHIBITS, ATTACHMENTS, AND/OR ADDENDA, *THE EXCEPTION MUST BE SPECIFICALLY IDENTIFIED IN YOUR* APPLICATION WITH REASONABLE ALTERNATIVES PRESENTED.**

The selected Applicant must also be willing to enter into a written agreement with the County and Housing Connect and agree to all the terms set forth in the Example Standard Form Agreement attached to this RFA as Attachment A. **IF YOU WISH TO ALTER ANY OF THE TERMS OF THE EXAMPLE STANDARD FORM AGREEMENT *THE EXCEPTION MUST BE SPECIFICALLY IDENTIFIED IN YOUR* APPLICATION USING APPENDIX H, WITH REASONABLE ALTERNATIVES PRESENTED.**

APPLICANT UNDERSTANDS THAT DEVIATIONS FROM THE STANDARD FORM AGREEMENTS ARE MADE AT THE DISCRETION OF SALT LAKE COUNTY AND HOUSING CONNECT. Applicants are advised that Salt Lake County and Housing Connect are not bound by the terms of the RFA until a written agreement is fully executed and any activity taken by Applicant prior to a written agreement being fully executed is done at the Applicant's sole risk.

SECTION 13. NOTICE TO APPLICANTS

By submitting an application to this RFA, Applicant understands and agrees to the following:

A. RFA Cancellation: This RFA may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of the County or Housing Connect. This includes cancellation of the RFA after an award has been made, but prior to the execution of a written contract. Applicant is not entitled to recover any costs related to the preparation of the application due to cancellation of the RFA or withdrawal of an award prior to the execution of a written agreement.

B. Award Amount: All proposals made by Applicant are to remain firm from the RFA closing date until the contract document is executed, unless a different period is stated in the RFA. Any application that does not offer to remain firm for the required period may be considered to be non-responsive.

C. Costs: Applicants bears all costs and expenses related to this RFA including, but not limited to, preparation and delivery of the application, attending the pre-application conference, and attending an interview.

D. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between the County, Housing Connect and the selected applicant. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: https://corporations.utah.gov.

E. Changes or Modifications: The County and Housing Connect will make any changes or modification to the RFA by written addendum. Applicants submitting an application based on any information other than that contained in the RFA and any addenda, do so at their own risk.

F. Receiving Applications: Applications will be submitted via a SmartSheets form with multiple required attachments and will be reviewed after the closing date and time. If only one application is received in response to this RFA, the County and Housing Connect may recommend an award of a contract to the single Applicant if the conditions cited above are met. Alternatively, County and Housing Connect may re-solicit for the purpose of obtaining additional applications.

G. Rejection of Applications: Any application containing significant deviations from the specifications of the RFA shall be considered non-responsive and may be rejected in whole or in part.

H. Protests: Pursuant to Salt Lake County Code of Ordinances § 3.25.070, an Applicant may appeal an RFA award. An appeal shall be submitted in writing within five business days after notification of the award is posted on the County's website or delivered to the applicants, whichever is earlier. An appeal may be amended or supplemented during the five business days, but may not be amended or supplemented after the expiration of that time period. An Applicant may file only one appeal after the closing date for applications. An appeal letter should state the facts that constitute the error in the applications process or the award and the desired remedy.

I. Free and Competitive Selection: Any agreement or collusion among prospective

Applicants to fix a price or limit competition shall render the application void, and such conduct is unlawful and subject to criminal sanction. Each Applicant shall certify that no one in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by Salt Lake County purchasing ordinances or applicable law.

J. Reasonable Accommodations: Reasonable accommodations for qualified individuals to attend meetings may be provided upon receipt of a request with two (2) working days' notice. Please contact Tanya Birks, the County's Housing Director, at 385-468-4901. TTY users may call 711.

K. Environmentally Responsible Procurement Practices: County has implemented environmentally responsible procurement practices. Please refer to Appendix C: Environmental Compliance Practices, Vendor Compliance Statement, and Non-Debarment Certification.

L. Government Records Access and Management Act (GRAMA)
The County and Housing Connect are governmental entities subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, the County and Housing Connect are required to disclose certain information and materials to the public, upon request. Generally, any document submitted to the County or Housing Connect is considered a "public record" under GRAMA. Any person who provides to the County or Housing Connect a record that the person believes merits protection under subsection 63G-2-305(1) or (2) must submit with their application all of the following: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality, and (3) a separate copy of the application with the information requested to be protected redacted **Failure to comply with any of the three requirements for a claim of business confidentiality waives the request for protected record**. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. For your convenience, this RFA includes a Business Confidentiality Request Form attached as Appendix G. **All documents submitted in response to this RFA will be treated as public records in accordance with GRAMA, unless a claim of business confidentiality has been properly made and approved by the County and Housing Connect. All proposed costs/pricing/fees submitted to the county are public records. An entire application cannot be identified as "PROTECTED," "CONFIDENTIAL," or "PROPRIETARY" and may be considered non-responsive if marked as such.**

M. Notice to Retirees of Utah Retirement Systems ("URS")
The County and Housing Connect are URS "participating employers." Entering into an agreement with the County or Housing Connect may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah

Code § 49-11-504. In addition, an Applicant is required to immediately notify the County and Housing Connect if a retiree of URS is the Applicant; or an owner, operator, or principal of the Applicant. Applicant shall refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

N. Employee Status Verification System

Applicant shall register and participate in the Status Verification System before entering into a contract with the County and Housing Connect as required by Utah Code § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Applicant is individually responsible for verifying the employment status of only new employees who work under Applicant's supervision or direction and not those who work for another Applicant or subcontractor, except each Applicant or subcontractor who works under or for another Applicant shall certify to the main Applicant by affidavit that the Applicant or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Applicant or subcontractor. The Applicant shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Applicant's failure to so comply may result in the immediate termination of its contract with the County and Housing Connect.

O. Ethical Standards

Applicant represents that it has not: (a) provided an illegal gift to any County or Housing Connect officer or employee, or former County or Housing Connect officer or employee, or to any relative or business entity of a County or Housing Connect officer or employee, or relative or business entity of a former County or Housing Connect officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County or Housing Connect officer or employee or former County or Housing Connect officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

P. Campaign Contributions

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by Applicants to County candidates. Salt Lake County Code of Ordinances § 2.72A. Applicant acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with County is prohibited from making

campaign contributions in excess of $100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Applicant further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

Q. Intellectual Property Waiver

By submitting its application, the Applicant grants the County and Housing Connect the right to use, reproduce, and publish the materials—including copyrighted or trademarked materials—in any manner the County and Housing Connect deem necessary for conducting County or Housing Connect business and for allowing public access to the responses under GRAMA or otherwise, including but limited to photocopying, the County or Housing Connect intranet/internet postings, broadcast faxing, and direct mailing.

If the application contains materials whose copyright or trademark is held by a third party, it is the Applicant's sole responsibility to obtain permission from that third party for the County and Housing Connect to use, reproduce and publish the information.

By submitting its application, the Applicant certifies that it owns or has obtained all necessary approvals for the use, reproduction or distribution of the contents of the application and agrees to indemnify, defend, save and hold the County and Housing Connect, their representatives and employees harmless from any and all claims arising from all intellectual property claims related or connected to the application and agrees to pay all legal fees incurred by the County or Housing Connect in the defense of any such action.

R. Restrictions on Communications

From the issue date of this request for application until an Applicant is selected and the selection is announced, Applicants are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the appointed staff from Salt Lake County and Housing Connect that are overseeing this procurement. Failure to comply with this requirement may result in disqualification.

SECTION 14. INSURANCE REQUIREMENTS

Insurance will be required per the amounts listed below. Please refer to the attached sample agreement for information concerning insurance requirements.

A. Workers' compensation and employer's liability insurance as required by the State of Utah.
B. Commercial general liability insurance in the minimum amount of $2,000,000 per occurrence with a $3,000,000 general policy aggregate and a $2,000,000 products completed operations policy aggregate.

C. Professional liability insurance in the minimum amount of $2,000,000 per occurrence with a $3,000,000 annual policy aggregate limit.
D. “All Risk” builder’s risk insurance including coverage for collapse, earthquake and flood coverage with minimum on-site limits no less than 100% of the construction cost and minimum off-site/transit limits no less than 10% of the on-site limit.
E. Commercial automobile liability insurance that provides coverage in the minimum amount of $1,000,000 per person, $2,000,000 per accident, $500,000 per occurrence for property damage, or a single combined limit of $2,000,000.

ATTACHMENT A – EXAMPLE AGREEMENT

GRANT AGREEMENT

between

SALT LAKE COUNTY,

HOUSING CONNECT

and

_____

THIS GRANT AGREEMENT ("Agreement" or "Grant Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the "County"); **HOUSING CONNECT**, a housing authority created under Utah Code Chapter 35A-8, Part 4 ("Housing Connect"); and _____, a _____, with its principal place of business at _____ (the "Grantee"). The County, Housing Connect, and the Grantee may each be referred to herein as a "Party" or jointly as the "Parties."

R E C I T A L S:

WHEREAS, the County and Housing Connect issued a Request for Applications (the "RFA") to select a qualified developer to serve as a co-development partner for 2.04 acres of land at its Parkhill site in Millcreek and maximize the impact of certain public investments described herein. The RFA is attached hereto as EXHIBIT A and is incorporated herein by reference.

WHEREAS, on _____, 20____, the Grantee submitted an application (the "Application") in response to the County's RFA. The Proposal is attached hereto as EXHIBIT B and is incorporated herein by reference.

WHEREAS, the Parties have created a development plan and budget to develop the Property using the Grant (the "Development Plan"). The Development Plan is attached hereto as EXHIBIT C and is incorporated herein by reference.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual representations, covenants, and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

DEFINITIONS

1.1. Incorporation and Definitions. The following terms shall have the following meanings in the Grant Documents:

(a) Affordable Housing: Non-rental housing for which the annualized mortgage payment does not exceed thirty percent of the annual income of a family whose income equals eighty percent or less of AMI.

(b) AMI: The annual median family income for Salt Lake County, Utah, as determined by the United States Department of Housing and Urban Development.

(c) County: Salt Lake County, a body politic of the State of Utah.

(d) Deed Restriction: That certain deed restriction, attached hereto as EXHIBIT E, which ensures that all housing to be situated on the Property shall be and remain Affordable Housing. EXHIBIT E is incorporated herein by reference.

(e) Default Rate: 14% per annum.

(f) Effective Date: As defined in Section 7.1 hereof.

(g) Eligible Expenses: Expenses actually paid by the Grantee to perform the Project Work, including:

(1) Pre-development Costs;

(2) Site Improvement Costs; and

(3) Construction costs.

"Eligible Expenses" does not include developer fees, overhead and indirect costs, debt service payments, deposits into reserve accounts, or supplanting other sources of funds.

(h) Event of Default: As defined in Section 6.1 hereof.

(i) Governmental Authorities: Any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies, or authorities of any type of any governmental unit (federal, state, or local) whether now or hereafter in existence.

(j) Grant: The grant of the Property and the Grant Funds to the Grantee as governed by this Agreement.

(k) Grant Documents: This Agreement, the Development Plan, the [Quitclaim/Warranty/Other] Deed, the Deed Restriction, and all other documents now or hereafter executed by the Grantee at the request of the County and Housing Connect in connection with the Grant, and all extensions, renewals, modifications and replacements of any or all of such documents.

(l) Grant Funds: Funds disbursed by the County pursuant to this Agreement.

(m) Grantee: _____, a _____.

(n) Housing Connect: Housing Connect, a housing authority created under Utah Code Chapter 35A-8, Part 4.

(o) Legal Requirements: Any and all present and future judicial decisions,

statutes, laws, rulings, rules, regulations, orders, writs, injunctions, decrees, permits, certificates or ordinances of any Governmental Authorities in any way applicable to Grantee or the Property, including, without limiting the generality of the foregoing, the ownership, use, occupancy, possession, operation, maintenance, alteration, repair, or reconstruction thereof.

(p) Material Adverse Change: Any event, circumstance, fact, condition, development, or occurrence that has had or could be reasonably expected to have a material and adverse effect on any of: i) the operations, financial condition, liabilities, assets, results of operations, capitalization, or liquidity of the Grantee; ii) the ability of the Grantee to complete the contemplated Project Work; iii) the ability of the Grantee to perform its obligations under the Grant Documents; or iv) the validity, enforceability, or binding effect of the Grant Documents.

(q) Pre-development Costs: Expenses for Project Work that arise in conjunction with, but prior to, the actual commencement of construction of the Project, such as site option costs, site carrying charges, market studies, architectural and engineering fees, and appraisal fees.

(r) Project:

(s) Project Work: The tasks and work elements to be completed with respect to the Project as described in the Development Plan.

(t) Property: The parcel(s) located at 201 E. Parkhill Way, Millcreek, Utah, which is approximately 2.04 acres, and more particularly described in EXHIBIT D.

(u) Site Improvement Costs: Expenses to improve the Property, including the costs for:

(1) Site preparation, including grading, filling, tree/vegetation removal, and demolition of existing structures;

(2) Providing infrastructure, including water, sewer and electricity utilities, drainage structures, and stormwater management systems;

(3) Creating driveways, sidewalks, and designated parking areas;

(4) Constructing ancillary facilities, including garages, storage sheds, pergolas, and private patios or yards;

(5) Providing public infrastructure, including street surfaces, curbs, sidewalks, gutters, street lighting, and fire hydrants adjoining the Property; and

(6) Landscaping, including outdoor lighting, landscaping, playgrounds, and fencing.

(v) Work Commencement Date: _____, 20____.

(w) [Quitclaim/Warranty/Other] Deed: That certain deed, attached hereto as EXHIBIT D, which conveys the Property from Housing Connect to the Grantee. EXHIBIT D is incorporated herein by reference.

THE GRANT

1.2. Grant of Funds. The County shall grant to the Grantee, from time to time, Grant Funds in an amount up to, but not to exceed, $711,000, all on the terms and subject to the conditions of the Grant Documents.

1.3. Grant of Land. Housing Connect shall convey the Property to the Grantee, on the terms and subject to the conditions of the Grant Documents.

1.4. Conditions Precedent to Making the Grant. The County and Housing Connect shall not be obligated to make the Grant to the Grantee unless and until the following conditions have been satisfied:

(a)

(b)

(c)

PROJECT DEVELOPMENT

[To be based upon the Grantee's Application and the Development Plan]

3.1 Completion of Project. The Grantee shall ensure that the Work Commencement Date occurs no later than _____, 20____. The Grantee shall complete the Project Work within ____ months following the Work Commencement Date and in accordance with the final corrective action plan. The Grantee shall notify the County and Housing Connect when the Project Work is complete.

REQUIREMENTS

1.5. Use of Grant Funds. The Grantee shall use the Grant Funds solely for Eligible Expenses necessary to perform elements of the Project Work.

1.6. Grantee's Obligation to Pay For and Complete Project Work. To the extent that Grant Funds disbursed by the County for Eligible Expenses are insufficient to reimburse Grantee for all costs required for completion of the Project Work, the Grantee shall pay such excess costs with funds derived from sources other than the Grant.

1.7. Use of Property. The Grantee shall use the Property solely to perform the Project Work and the reasons expressly permitted under the Grant Documents.

1.8. Acquiescence Not a Waiver. To the extent that the County or Housing Connect may have acquiesced in noncompliance with any conditions precedent to the issuance of the

Grant, such acquiescence shall not constitute a waiver by the County or Housing Connect; and the County and Housing Connect at any time after such acquiescence may require the Grantee to comply with all such conditions and requirements under the Grant Documents.

1.9. No Default. The County shall not be obligated to make any disbursement of Grant Funds to the Grantee if an Event of Default has occurred under this Grant Agreement, any Grant Document, or any other instrument securing or otherwise relating to the Grant, or an event, circumstance or condition has occurred or exists which, with the passage of time or the giving of notice, would constitute an Event of Default under this Grant Agreement, any Grant Document, or any other instrument securing or otherwise relating to the Grant.

1.10. Representations of the Grantee. To induce the County and Housing Connect to execute and perform this Grant Agreement, the Grantee hereby represents, covenants, and warrants to the County and Housing Connect as follows:

(a) Duly Organized. The Grantee is duly organized and existing under the laws of the State of Utah and is qualified and in good standing in the State of Utah where it is doing business.

(b) Due Authority. The Grantee has all necessary power and authority to carry out the Project Work, to execute, deliver, and perform the terms and obligations of this Agreement and any documents required of the Grantee herein, and such execution and delivery has been duly and validly authorized by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of Grantee, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, general principles of equity and other laws generally applicable to creditors.

(c) Pending Suits. There are no suits, judgment, bankruptcies or executions pending or, to Grantee's knowledge, threatened against Grantee that would materially adversely affect the Grantee's ability to perform its obligations under this Agreement or that would, in any material respect, challenge or adversely affect the existence or powers of the Grantee to enter into and carry out the transactions described in or contemplated by the terms and provisions of this Agreement.

(d) Legal Requirements. To Grantee's knowledge, Grantee is not in violation of any Legal Requirements.

(e) No Violation of Other Agreements. The consummation of the transactions contemplated by this Agreement and the performance of this Agreement will not result in any breach of, or constitute a default under, any mortgage, deed of trust, deed to secure debt, lease, bank loan, loan agreement, credit agreement, partnership or joint venture agreement or other instrument or agreement to which the Grantee is a party or by which it may be bound or affected.

(f) No Default. No default or Event of Default has occurred under this Agreement beyond any applicable cure period, and no event, circumstance or condition has occurred or exists which, with the passage of time or the giving of notice, or both,

would constitute a default or an Event of Default under this Agreement, or, to the Grantee's knowledge, any other material agreement or material instrument to which the Grantee is a party or by which the Grantee is or may be bound.

(g) Information. The information furnished to the County and Housing Connect by the Grantee in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit any material fact required to be stated therein or necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading.

(h) No Material Adverse Change. No Material Adverse Change has occurred concerning: i) the Project Work; or ii) the financial condition, organization, operation, or personnel of the Grantee, since the date that any relevant and material information was last provided to the County and Housing Connect.

COVENANTS OF THE GRANTEE

1.11. Ownership of Property. The Grantee shall retain fee simple title to the Property and, if requested by the County or Housing Connect, shall furnish to the County copies of a deed and current title insurance policy indicating the Grantee's ownership.

1.12. City Approval. The Grantee will secure and maintain all building permits and land use approvals required by Millcreek City with respect to the Project Work.

1.13. Deed Restriction. Grantee consents to the Deed Restriction being recorded against the Property prior to or in conjunction with the disbursement of Grant Funds. The rights of the County and Housing Connect, and the obligations of the Grantee under the Deed Restriction, shall not be subordinated to any other obligation of Grantee unless otherwise acknowledged or agreed to by the County and Housing Connect in writing.

1.14. Insurance.

(a) The Grantee shall, at its sole cost and expense, secure and maintain during the Term of this Agreement, the insurance coverages set forth in Section 5.4(c).

(b) General Requirements:

(1) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall a) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement; and b) be maintained for a period of at least three 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 and Housing Connect.

(2) All policies of insurance shall be issued by insurance companies

licensed to do business in the State of Utah and either:

(i) Currently rated A or better by A.M. Best Company and—for construction contracts only—a financial size category of VII or greater by A.M. Best Company; or

(ii) Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570).

(3) The Grantee shall furnish certificates of insurance, acceptable to the County and Housing Connect, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

(i) The County and Housing Connect reserve the right to review all the required insurance policies and/or endorsements but have no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in the Agreement or failure to identify any insurance deficiency shall not relieve the Grantee from, nor be construed or deemed a waiver of, its obligation to always maintain the required insurance during the performance of the Agreement.

(ii) All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the County and Housing Connect.

(iii) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. The Grantee is responsible for any deductible or self-insured retention and shall fund it upon the County an Housing Connect's written request, regardless of whether the Grantee has a claim against the insurance or is named as a party in any action involving the County or Housing Connect.

(4) In the event any work is subcontracted, the Grantee shall require its subcontractor, at no cost to the County or Housing Connect, to secure and maintain at least the minimum insurance coverages required of the Grantee hereunder.

(5) In the event the Grantee fails to maintain and keep in force any insurance policies as required herein, the County and Housing Connect shall have the right at their joint discretion to obtain such coverage and reduce disbursements of Grant Funds to the Grantee for the costs of said insurance. Additionally, failure by the Grantee to maintain the insurance coverage required herein shall constitute a material breach of this Agreement, and the County and Housing Connect may suspend performance or terminate this Agreement in accordance with its terms.

(6) Where the Grantee is required to ensure the County and Housing

Connect are endorsed as additional insureds, the endorsement shall include liability arising out of ongoing and completed operations by or on behalf of the Grantee in the performance of the Agreement. Additional insured status shall continue for the periods specified in Section 5.4(b)(1), above.

(i) The additional insured endorsement for completed operations shall not be restricted to work performed during the current policy period.

(ii) The insurance provided to the County and Housing Connect as additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by the County or Housing Connect.

(7) Required policies shall not contain a Contractors Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

(8) Required policies shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.

(9) Required policies shall cover inter-insured suits between the Grantee and the additional insureds and shall include a "separation of insureds" or "severability" clause which treats each insured separately.

(c) The Grantee agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection before commencing work on the project:

(1) Workers' compensation insurance with statutory limits as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law and Employers Liability insurance with minimum limits of $1,000,000 per accident; $1,000,000 disease per employee; and $1,000,000 disease per policy. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against the County or Housing Connect. 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.

(2) Commercial general liability insurance on an occurrence form with the County as an additional insured in the minimum amount of $2,000,000 per occurrence with a $3,000,000 general policy aggregate and a $3,000,000 products completed operations policy aggregate. If the Grantee maintains higher limits than the specified minimum limits, the County and Housing Connect require and

shall be entitled to coverage for the higher limits maintained by the Grantee. The policy shall protect the County, Housing Connect and the Grantee from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Grantee's acts or omissions under this Agreement, whether performed by the Grantee 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. Completed operations insurance shall be maintained for three years after the end of the warranty period.

(3) Professional liability insurance in the minimum amount of $2,000,000 per occurrence with a $3,000,000 annual policy aggregate limit.

(4) Builder's risk property insurance written on an "all risk" or special causes of loss basis, including coverage for collapse, earthquake, flood, and theft. The insurance shall cover buildings, structures, machinery, equipment, fixtures, supplies, materials, and other property intended to become a permanent part of the Project Work, including such property while located at the project site, temporarily stored off-site, or in transit. The policy shall provide coverage in an amount not less than one hundred percent (100%) of the full completed replacement cost of the insured Project Work, without deduction for depreciation. Coverage for property temporarily stored off-site and property in transit shall each have limits of not less than ten percent (10%) of the on-site coverage limit, unless otherwise approved in writing by the County and Housing Connect. The policy shall not impose theft-specific sub-limits. Any deductibles, exclusions, or sub-limits applicable to earthquake, flood, collapse, or theft coverage shall be subject to the County and Housing Connect's prior written approval. The County and Housing Connect shall be identified as insured or loss payees, as their interests may appear, to the extent of their insurable interest in the Project Work.

(5) If there will be any vehicle operations, Commercial automobile liability insurance with the County and Housing Connect as additional insureds, that provides coverage for owned, hired, and non-owned automobiles in the minimum amount of $1,000,000 per occurrence per person/ $2,000,000 per accident / $500,000 property damage OR with a $2,000,000 general policy aggregate. Inasmuch as the Grantee agrees not to operate a vehicle in connection with services rendered under this Agreement, it is not required to provide commercial automobile liability insurance.

1.15. Documents and Records. The Grantee shall document all uses of the Grant Funds and shall maintain adequate financial and programmatic records with respect to the Grant and the Project in accordance with generally accepted accounting principles. The Grantee shall maintain all documents, records, and books related to the Grant and the Project for a minimum of ten years after the completion of the Project.

1.16. Financial Statements and Ongoing Reporting. The Grantee shall furnish to the

County and Housing Connect, during the Term, quarterly financial statements, developed and maintained using basic accounting and control mechanisms, to track legitimate use of the Grant Funds and to document that the Grant Funds are used for authorized purposes. Financial statements are considered to be: (i) an income statement, (ii) a balance sheet, and (iii) a cash flow statement.

1.17. County and Housing Connect's Right to Grantee's Records. Upon request, the Grantee shall provide the County, Housing Connect, or their respective designated representatives with copies of any of its documents, records, and books related to the Grant or the Project Work.

1.18. Notice of Material Adverse Changes or Event of Default. The Grantee shall immediately notify the County and Housing Connect in writing of: a) any Material Adverse Change; and b) any event or occurrence that could form the basis of an Event of Default or that would, with notice of lapse of time or both, constitute an Event of Default.

1.19. Indemnification.

(a) The Grantee shall indemnify and hold the County, Housing Connect, and their directors, officers, employees, and agents (collectively, the "Indemnified Parties") harmless from and against any and all losses, claims, damages, liabilities, and related expenses that are incurred by any Indemnified Party, or asserted against any Indemnified Party, by any third party arising out of, in connection with, or as a result of:

(1) the Grant,

(2) the use or proposed use of the Grant Funds, the Property, or the Project Work;

(3) any material breach of any provision of the Grant Documents by the Grantee or its agents, representatives, officers, employees, or subcontractors;

(4) any negligent or more culpable act or omission of the Grantee or its agents, representatives, officers, employees, or subcontractors (including any reckless or willful misconduct) in connection with the performance of its obligations under the Grant Documents, the use of the Grant Funds, or the use of the Property;

(5) any failure to inspect, discover, correct or otherwise address any defect, dangerous condition or other condition created by or resulting from the Grantee's negligent or intentional acts, errors or omissions in the performance of the Grant Documents;

(6) any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of the Grantee or its personnel (including any reckless or willful

misconduct);

(7) any failure by the Grantee or its personnel to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Grant Documents; or

(8) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory.

(b) The Grantee agrees that its duty to indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against any of the Indemnified Parties for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of any of the Indemnified Parties.

(c) The Parties agree that the provisions of this Section 5.9 shall survive the expiration or termination of this Agreement.

1.20. Liability. The Parties acknowledge that the County and Housing Connect are bodies corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101, *et seq*. In no event shall any of the Indemnified Parties be liable to the Grantee or any third-party for consequential damages. The Indemnified Parties shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee. The Parties agree that: a) the liability of the County hereunder shall be limited to the disbursement of Grant Funds pursuant to the terms and conditions of this Agreement; b) the liability of Housing Connect hereunder shall be limited to the conveyance of the Property pursuant to the terms and conditions of this Agreement; and c) that the County and Housing Connect shall have no other duty or obligation to the Grantee. The Parties agree that the provisions of this Section shall survive the expiration or sooner termination of this Agreement.

DEFAULTS AND REMEDIES

1.21. Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

(a) Failure to Perform Obligations Which are Not Curable. The Grantee breaches any of its obligations to the County or Housing Connect under any of the Grant Documents and such breach is not reasonably susceptible to being cured by the Grantee.

(b) Failure to Perform Obligations Which are Curable. i) The Grantee fails to perform any of its obligations to the County or Housing Connect (other than those set forth in Section 6.1(a), above) under any of the Grant Documents; ii) such obligation is reasonably susceptible to being cured by the Grantee; and iii) the Grantee fails to diligently complete a cure of its breach of such obligation on or before expiration of the

thirty-day period commencing on the date the Grantee receives written notice from the County or Housing Connect setting forth such breach. Without limiting any of the terms of this Section 6.1(b), the cure period contained in this Section 6.1(b) shall not apply with respect to the Grantee's breach of any obligation of the Grantee that is not reasonably susceptible to being cured by the Grantee.

(c) Incorrect Representation or Warranty. If any request, statement, information, certification, representation, or warranty, whether written or oral, submitted or made by the Grantee to the County or Housing Connect in connection with the Grant or any extension of credit by the County to Grantee, now or in the future, is false or misleading in any material respect.

(d) Voluntary Insolvency. The Grantee: i) becomes insolvent or ceases to pay its debts as they mature; ii) voluntarily files a petition seeking the reorganization of the Grantee, the appointment of a receiver, trustee, or liquidator for the Grantee (or for a material part of the property of the Grantee), or to effect a plan or other arrangement with creditors; iii) is adjudicated bankrupt; or iv) makes a voluntary assignment for the benefit of creditors.

(e) Involuntary Insolvency. A petition is filed against the Grantee under any bankruptcy, insolvency, or similar law seeking the reorganization of the Grantee, or the appointment of any receiver, trustee, or liquidator for the Grantee (or for a material part of the property of the Grantee); or a writ or warrant of attachment or similar process is issued against a material part of the property of the Grantee, and the Grantee fails to cause the petition, writ, warrant of attachment, or similar process to be dismissed or the appointment of any receiver, trustee, or liquidator to be discharged on or before the expiration of a thirty (30)-day period commencing with the date the petition, writ, warrant of attachment, or similar process was filed or the date the receiver, trustee, or liquidator was appointed.

(f) Transfers of Interests. If the Grantee is a corporation, partnership, tenants in common, limited liability company, or other entity, the sale or transfer of an aggregate of more than forty-nine percent (49%) of the beneficial interests in the Grantee without the County and Housing Connect's prior written consent.

(g) Dissolution. If the Grantee is a corporation, partnership, limited liability company, trust or other entity, the dissolution, liquidation, or termination of existence of the Grantee.

(h) Failure to Pay Taxes. The Grantee fails to pay property taxes attributed to the Property as they become due.

1.22. The County and Housing Connect's Remedies in the Event of Default. Upon the occurrence of any Event of Default, in addition to all remedies conferred upon the County or Housing Connect by law and/or equity and other provisions of the Grant Documents, the County and Housing Connect may, in their joint discretion, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies will

be to the exclusion of any other:

(a) Withhold further disbursement of Grant Funds to the Grantee;

(b) Demand immediate repayment of the Grant Funds plus interest, which will begin to accrue at the Default Rate, from the Grantee to the County;

(c) Demand immediate reconveyance of the Property from the Grantee to Housing Connect; and/or

(d) Terminate this Grant Agreement.

1.23. Expenses of Collection or Enforcement. If at any time the Grantee defaults on any provision of this Grant Agreement, the Grantee shall pay the County, Housing Connect, or their respective assigns, in addition to any other amounts that may be due from the Grantee, an amount equal to the actual out of pocket costs and expenses incurred by the County or Housing Connect to collect, enforce, correct, or waive the default, including reasonable attorneys' fees.

MISCELLANEOUS

1.24. Duration. This Agreement shall be effective upon the signature of the last Party to sign (as indicated by the date accompanying the authorized representative's signature) (the "Effective Date"). The term of this Grant Agreement shall expire on _____ (the "Term"), unless terminated sooner as provided in this Agreement or unless extended under Section 7.11.

1.25. Time is of the Essence. The Parties agree that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a breach of this Agreement and shall be just cause for immediate termination by the County or Housing Connect of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

1.26. Notices. Any notices, communications, requests, and waivers required or permitted under this Grant Agreement shall be in writing and shall be: a) delivered in person; b) mailed, postage prepaid, either by registered or certified mail, return receipt requested; or c) by overnight express carrier, addressed in each case as follows:

To County: Salt Lake County
Attn: Housing Trust Fund Manager
2001 S. State Street, Suite N3-500
Salt Lake City, Utah 84114

To Housing Connect: Housing Connect
Attn: _____
_____
_____

To the Grantee: _____

Attn: _____

_____

_____

or to any other address as to any of the Parties hereto, as such Party may designate in a written notice to the other Party hereto. All notices sent pursuant to the terms of this section shall be deemed received: i) if personally delivered, then on the date of delivery; ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent; or iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received. Notices may also be given by email to a current email address identified by the recipient, provided any such communication is concurrently given by one of the above methods, in which case, notice will be deemed received on the next federal banking day immediately following the day the email was sent.

1.27. Independent Contractors and Taxes. The Grantee, the County and Housing Connect are all independent contractors. Each of the Parties shall discharge all of the obligations of an independent contractor under federal, state, and local law, including but not limited to, those obligations relating to employee supervision, benefits, and wages; taxes; unemployment compensation and insurance; social security; workers' compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments, and contributions and other sums required of an independent contractor. This Agreement does not create a formal business partnership, joint venture, or employer/employee relationship.

1.28. Agency. No agent, employee or servant of the Grantee, the County, or Housing Connect is or shall be deemed to be an employee, agent or servant of any other Party. None of the benefits provided by a Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of any other Party. Each Party shall be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement.

1.29. Conflicts of Interest.

(a) The Grantee, by signing this Agreement, represents that:

(1) No employee of the County or Housing Connect has or shall be given any pecuniary interest, direct or indirect, related to this Agreement;

(2) None of the Grantee's owners, directors, officers, or employees serve on any board or committee of the County or Housing Connect; and

(3) None of the Grantee's owners, directors, officers, or employees are employees or relatives of an employee of the County or Housing Connect.

(b) If any such potential conflict of interest exists, the Grantee shall immediately disclose to the County or Housing Connect (as the case may be) the name of

any individuals with a potential conflict of interest so the County or Housing Connect (as the case may be) may review the potential conflict. This duty to disclose any potential conflicts shall continue throughout the Term of this Agreement and the Grantee shall advise the County or Housing Connect immediately if any potential conflict of interest is discovered or arises. The Grantee shall immediately remove the employee with the conflict from performing further work under the Agreement.

(c) Any violation of this section may be deemed a material breach of the Agreement.

1.30. Public Funds. The Grantee, as recipient of public funds, understands that it, its officers, members, managers, agents, representatives, and employees are obligated to receive, keep safe, transfer, disburse and use these public funds as authorized by law and this Agreement. The Grantee understands that it, its officers, members, managers, agents, representatives, and employees may be criminally liable under Utah Code § 76-8-402, for misuse of public funds. The Grantee understands that the County and Housing Connect may monitor the expenditure of public funds by the Grantee. The Grantee understands that the County may withhold funds or require repayments of Grant Funds from the Grantee for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds.

1.31. Compliance with Laws.

(a) Each Party shall comply with all applicable federal, state, and local laws and regulations. Notwithstanding any other provision of this Agreement, any willful, fraudulent, criminal, or otherwise egregious violation of applicable law by a Party shall constitute a material breach of this Agreement, regardless of whether such violation directly relates to the performance of their duties and obligations under this Agreement.

(b) The Grantee certifies it is in compliance with Utah Code § 63G-27-201 and will remain in compliance for the duration of this Agreement.

(c) The Grantee is responsible, at its expense, to acquire, maintain, and renew during the Term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

1.32. Severability. If any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will be enforceable by the other Parties.

1.33. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance, without regard to Utah's choice of law provisions. All actions, including but not limited to court proceedings, administrative proceedings, and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah, within Salt

Lake City, in the Third Judicial District Court for Salt Lake County.

1.34. Amendments. The Agreement may be amended, extended or supplemented only by an instrument in writing executed by the County, Housing Connect and the Grantee.

1.35. Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by the County, Housing Connect and/or the Grantee, the County, Housing Connect and/or the Grantee (as the case may be) agree to perform, execute and deliver or cause to be performed, executed, and delivered any and all such further acts, documents, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

1.36. No Obligations to Non-Parties. The Parties agree that the obligations under this Agreement are owed solely to each other. This Agreement shall not confer any rights to non-parties.

1.37. Entire Agreement. This Agreement contains the entire integrated understanding between the Parties concerning the Grant, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement.

1.38. No Waiver by County. The failure of any Party to insist, in any one or more instances, upon a strict performance of any term or provision of this Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, unless expressly waived in a written and signed amendment.

1.39. No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under the Grant Documents. The Parties agree that the waiver of any breach of the Grant Documents by either Party shall in no event constitute a waiver as to any future breach.

1.40. Assignment. The Grantee shall not assign or transfer its obligations or rights under the Grant Documents, without the prior written approval of the County and Housing Connect, which may be withheld at the discretion of either the County or Housing Connect. The County and Housing Connect each reserve the right to assert any claim or defense it may have against the Grantee and against any assignee or successor-in-interest of the Grantee. The Grantee acknowledges and agrees that the County and Housing Connect's agreement to make the Grant to the Grantee and enter into the Grant Documents is based in material part on the their reliance on the Grantee's particular financial condition, credit history, character, experience, ability, skill, and reputation, as represented by the Grantee to the County and Housing Connect.

1.41. Successors. Subject to the restrictions contained in the Grant Documents, the Grant Documents shall be binding upon and inure to the benefit of the County, Housing Connect, the Grantee, and their respective permitted successors and assigns.

1.42. Government Records Access Management Act. The Grantee acknowledges that the County and Housing Connect are governmental entities subject to the Utah Government

Records Access and Management Act, Utah Code §§ 63G-2-101 to -901. Any document submitted to the County or Housing Connect is considered a "public record" unless otherwise protected under state statute.

1.43. Counterparts. This Agreement may be executed in several counterparts.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date shown below.

SALT LAKE COUNTY:

_____
Mayor or Designee

Date:_____

Recommended for Approval:

By:_____
Department Director

Date: _____

Reviewed as to Form:

By:_____
Deputy District Attorney

_____:

By_____

Name _____

Title _____

Date _____

The individual signing above hereby represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Grantee by authority of law and that this Agreement is binding upon the Grantee. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code § 76-8-504.

LIST OF EXHIBITS

EXHIBIT A	The Request for Applications
EXHIBIT B	Grantee's Application
EXHIBIT C	Development Plan and Budget
EXHIBIT D	[Quitclaim/Warranty/Other] Deed
EXHIBIT E	Deed Restriction

Exhibit A

The Request for Applications

Exhibit B

Grantee's Application

Exhibit C

Development Plan and Budget

Exhibit D

[Quitclaim/Warranty/Other] Deed

Exhibit E

Deed Restriction