

AGREEMENT NO. 2022 - 636

**AMENDMENT TO INTERLOCAL AGREEMENT 2016-629
BETWEEN UTAH COUNTY AND SANTAQUIN CITY**

THIS AMENDMENT, made and entered into this ^{20th}~~17th~~ day of ^{July}~~JUNE~~ 2022, by and between UTAH COUNTY, a corporate and political body of the State of Utah, hereinafter referred to as the COUNTY, and SANTAQUIN CITY, a municipal corporation, hereinafter referred to as CITY.

WHEREAS, the above parties previously entered into Agreement No. 2016-629 relating to the Community Development Block Grant Program; and

WHEREAS, the above parties previously entered into Agreement No. 2019-558 amending Agreement No. 2016-629 to update the Department of Housing and Urban Development ("HUD") requirements; and

WHEREAS, the COUNTY and CITY desire to further amend Agreement No. 2016-629 to continue CDBG efforts and maintain compliance with HUD requirements.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and CITY hereby amend Agreement No. 2016-629 to read as follows:

Section 1, second to last sentence:

1. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree

the City may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that 3-year period.

Section 2, first sentence:

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the Federal Fiscal Years (2017-2019) and for each successive 3-year period covered by this agreement.

Section 3:

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds that HUD will hold the County, as the grantee under the CDBG programs, legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that (1) the City may not apply for grants under the Small City or State CDBG programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as an urban county; and (3) the City may receive a formula allocation under the ESG Program only through the Urban County.

Section 5, first sentence:

5. Prior to disbursing any CDBG programs to any subrecipients, the County shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

Section 7:

7. City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars, and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, that the grant will be conducted in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100 and other applicable laws. In addition, the City and the County shall take all actions necessary to assure compliance with Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; and other applicable laws, and shall affirmatively further fair housing.

The remaining paragraphs of Agreement No. 2016-629 and 2019-558 which have not been amended herein shall remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendment to be duly executed

on the date listed above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

DocuSigned by:
Thomas V. Sakievich
Thomas V. Sakievich, Chair

ATTEST:
JOSH DANIELS
Utah County Clerk/Auditor

By: Alice Black
Deputy Clerk/Auditor

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAWS:
DAVID O. LEAVITT
Utah County Attorney

By: [Signature]
Deputy County Attorney

SANTAQUIN CITY

SANTAQUIN CITY

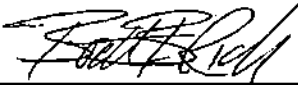


By: [Signature]
Mayor

Attest:

By: [Signature]
City Recorder

REVIEWED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: 

City Attorney

Santaquin City Resolution 06-05-2022

A RESOLUTION OF SANTAQUIN CITY ADOPTING AN AMENDMENT TO THE 2016 MOUNTAINLAND ASSOCIATION OF GOVERNMENTS (MAG) CDBG INTERLOCAL AGREEMENT

WHEREAS, Santaquin City is a fourth-class city and political subdivision of the State of Utah but is not a CDBG Entitlement city; and

WHEREAS, Santaquin City has previously entered into an Interlocal agreement to participate in the Utah County CDBG program; and

WHEREAS, Santaquin City also has previously executed an Amendment to the aforementioned Interlocal agreement to participate in the Utah County CDBG program; and

WHEREAS, Santaquin City now desires to continue participating in the Utah County CDBG program by entering into a second amendment to the aforementioned Interlocal agreement ;


NOW, THEREFORE, BE IT RESOLVED, by the city council of Santaquin City that the attached Agreement Amendment with Utah County is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City. The mayor is authorized to execute the attached Interlocal Cooperation Agreement Amendment that provides for the continued cooperation of the city and Utah county in the CDBG program (attached).

This resolution shall be effective on the date it is adopted.

Approved and adopted by the Santaquin City Council this 7th day of June, 2022.


Daniel M. Olson, Santaquin City Mayor

Attest:


Amalie R. Ottley, Santaquin City Recorder



Certificate Of Completion

Envelope Id: BA258CB7A18D49398F01014A647AD66C	Status: Completed
Subject: RUSH Agreement 2022 - 636	
Source Envelope:	
Document Pages: 6	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Deputy Clerk/Auditor
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	Suite 3600
	Provo, UT 84604
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Signer Events

Adam Beck
 AdamBeck@utahcounty.gov
 Deputy Utah County Attorney
 Security Level: Email, Account Authentication (None)

Signature

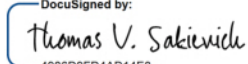
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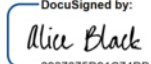
Thomas V. Sakievich
 Thomas@utahcounty.gov
 Chair, Utah County Commission
 Security Level: Email, Account Authentication (None)

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Alice Black
 aliceb@utahcounty.gov
 219
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Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Julie Harris

JulieH@utahcounty.gov

Security Level: Email, Account Authentication
(None)

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Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete

Security Checked

7/28/2022 8:36:13 AM

Completed

Security Checked

7/28/2022 8:36:14 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Utah County Government:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: CommissionClerk@UtahCounty.gov

To advise Utah County Government of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at CommissionClerk@UtahCounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Utah County Government

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to CommissionClerk@UtahCounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Utah County Government

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to CommissionClerk@UtahCounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Utah County Government as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Utah County Government during the course of your relationship with Utah County Government.