

Santaquin City Resolution 09-05-2023

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL TO APPROVE AN AGREEMENT FOR A GRANT TO REPLACE APPROXIMATELY TWO THOUSAND FIVE HUNDRED EIGHTY SECONDARY WATER METERS

WHEREAS, Santaquin City ("City") is a political subdivision of the State of Utah and has responsibility to provide for the health, safety, and welfare of the City and its residents; and

WHEREAS, the City operates a secondary water system for the benefit of the residents and the public; and

WHEREAS, the Santaquin City Council finds that the replacement of approximately two thousand five hundred eighty secondary water meters would promote the efficient operation of the secondary water system and the best interests of the City and its residents; and

WHEREAS, the State of Utah, Department of Natural Resources is willing to provide funding to the City for the replacement of approximately two thousand five hundred eighty secondary water meters pursuant to the terms and conditions set for in the attached "AGREEMENT (Water Conservation Grant)"; and

WHEREAS, the Santaquin City Council finds that the terms and conditions of the AGREEMENT (Water Conservation Grant) are in the best interests of the City and desires to adopt said agreement.

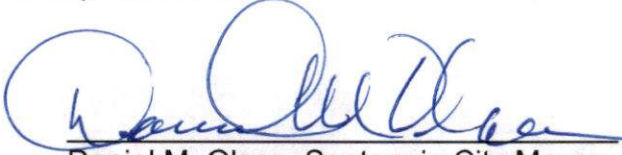
NOW THEREFORE, BE IT RESOLVED, by the City Council of Santaquin City, Utah as follows:

Section 1. The attached agreement titled: AGREEMENT (Water Conservation Grant), sets forth terms and conditions consistent with the interests of Santaquin City, Utah, and is hereby adopted and approved.

Section 2. The Mayor is hereby authorized to execute said AGREEMENT (Water Conservation Grant) and to take actions necessary to implement the terms and conditions thereof.

Section 3. This Resolution shall take effect on the date it is adopted by the Santaquin City Council.

Approved and adopted this 19th day of September, 2023.

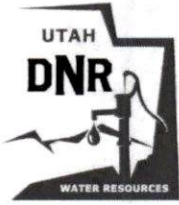

Daniel M. Olson, Santaquin City Mayor

Attest:


Amalie R. Ottley, Santaquin City Recorder



Councilmember Art Adcock	Voted	<u>YES</u>
Councilmember Elizabeth Montoya	Voted	<u>YES</u>
Councilmember Lynn Mecham	Voted	<u>YES</u>
Councilmember Jeff Siddoway	Voted	<u>YES</u>
Councilmember David Hathaway	Voted	<u>YES</u>



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES

DIVISION OF WATER RESOURCES

Copies:
WRE
Applicant
Finance

Contract No.

Date _____

Vendor No. 73535G TIN 87-6000900

Vendor SANTAQUIN CITY

Address 275 W MAIN STREET

City, State Zip SANTAQUIN, UT 84655

c/o Norm Beagley, City Manager Phone 801-754-1906

Email nbeagley@santaquin.org

Commodity Code 99999 Payable X Receivable _____

Description: The project will replace approximately 2,580 secondary water meters, in and around Section 1, T10S, R1E, Salt Lake Base & Meridian.

Advances:	Repayment:
Frequency <u>As Requested</u>	Interest/Term <u> </u> % <u> </u> Years
Amount <u>Variable</u>	Amount _____
Total <u>\$1,690,000 (100%)</u>	Beginning _____
Less Admin Fee _____	Effective Date _____
Net Payable Amount <u>\$1,690,000</u>	Expiration Date <u>12/31/2026</u>

Fund	Dept	Unit	Approp Unit	Balance Sheet	Expend/Revenue	Program	Function	Activity	Total Amount
1000	560	6207	RPG		7501	RM107	ARPA		\$1,690,000

Approved MNK MK MDE MDE SGD SGD JRW JRW JSE JSC CAH CAH JTS JTS

Tom Cox
Monitor

Tom Cox
Tom Cox (Aug 15, 2023 11:13 MDT)
Signature

AGREEMENT
(Water Conservation Grant)

STATE OF UTAH AGREEMENT # _____

1. **PARTIES TO AGREEMENT:** This agreement is between the State of Utah, Department of Natural Resources, **BOARD OF WATER RESOURCES**, referred to as STATE, and the following **RECIPIENT:**

SANTAQUIN CITY _____

275 W. MAIN STREET _____

SANTAQUIN, UT 84655 _____

Legal Status of Recipient:

Sole Proprietor

Non-Profit Corporation

For Profit Corporation

Partnership

Limited Liability Co. (LLC)

Governmental Agency

Phone #: 801-754-1906 Federal Tax ID#: 87-6000900 Vendor #: 73535G

2. **GENERAL PURPOSE OF AGREEMENT:** The general purpose of this agreement is to provide grant funds for costs incurred in the water conservation project to replace approximately 2,580 secondary water meters. ("PROJECT").

3. **AUTHORITY:** This agreement is entered into by authority of legislation enacted by the 2022 Utah State Legislature.

4. **AGREEMENT PERIOD:** Agreement is effective _____ and will terminate December 31, 2026 unless otherwise terminated or extended in accordance with the terms and conditions of this agreement.

5. **GRANT AMOUNT:** The **RECIPIENT** will be paid a maximum of \$1,690,000 for costs authorized by this agreement.

6. **METHOD OF PAYMENT:** a. Payment to the **RECIPIENT** shall be made approximately monthly upon receipt by the **STATE** of statements or vouchers for payment of work completed. b. The **STATE** shall pay 100% of the eligible costs incurred.

7. **ATTACHMENTS INCLUDED AS A PART OF THIS CONTRACT:**

Attachment A – Task Summary

Attachment B - Cost Estimate

Attachment C - ARPA Terms and Conditions

8. The **RECIPIENT** hereby warrants the **STATE** that the construction of the **PROJECT** will not interfere with existing water rights. If the **PROJECT** herein described shall give rise to a claim, or cause of action to any holder of any water rights because of the interference with such rights by the operation of the **PROJECT**, then the **RECIPIENT** hereby agrees to indemnify the **STATE** to the extent of such claim or cause of action.

9. A. In constructing or causing the **PROJECT** to be constructed, the **RECIPIENT** shall comply with the provisions of the Utah Anti-Discrimination Act (Act) of 1965 and hereby agrees as follows:

1. The **RECIPIENT** will not discriminate against any employee or applicant for employment because of race, color, sex, age, religion, national origin, or handicap.

2. In all solicitations or advertisements for employees, the **RECIPIENT** will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, national origin, or handicap.

3. The **RECIPIENT** will send to each labor union or workers' representative notices stating the **RECIPIENT'S** responsibilities under the Act.

4. The RECIPIENT will furnish such information and reports as requested by the Anti-Discrimination Division for the purpose of determining compliance with the Act.
5. The RECIPIENT will include the provisions of sub-sections 1 through 4 above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor unless exempted by law.

B. Failure of the RECIPIENT to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of this contract and may be canceled, terminated or suspended in whole or in part.

10. If either party to the contract violates any of the conditions or covenants made herein, the other may give written notice of such breach or failure, and if the same shall not be cured within Ninety (90) days after such notice, the other may declare the contract forfeited and may proceed to its remedies at law for such breach.

11. The RECIPIENT hereby agrees to indemnify and hold harmless the STATE and its officers, agents and employees from any and all liability or claims in connection with this agreement or the development, design, inspection, construction, or operation and maintenance of the PROJECT, including, but not limited to, any and all claims for injury or death of persons or animals, or for any property loss or damage, including damage to the project facilities; except for any such claims arising from or caused by the sole negligence of the STATE.

12. It is mutually understood that the STATE'S review of the plans and specifications, bidding documents and general conditions is solely for the purpose of assuring that the PROJECT to be constructed by the RECIPIENT is as represented in its application and that the PROJECT meets the STATE'S lending criteria. Neither the STATE or officers, employees, or agents thereof shall have any duty to note any design or other defect relating to the PROJECT, and none shall be liable for any loss, claim or damages with respect to the design, bidding, construction, maintenance or operation of the PROJECT or any water system of which the PROJECT is a part.

13. This agreement, or any part thereof, or the benefits to be received under this agreement, may not be the subject of any assignment to any person, firm, or corporation, by the said RECIPIENT, without first having secured the written consent of the STATE to any such proposed assignment or disposition of this agreement.

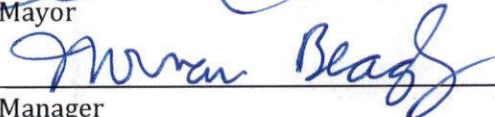
14. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED: All other governmental laws, regulations, or actions applicable to the services authorized by this agreement, and approved PROJECT plans and specifications

IN WITNESS WHEREOF, the parties sign and cause this agreement to be executed.

SANTAQUIN CITY



Mayor



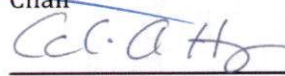
Manager

BOARD OF WATER RESOURCES



Juliette Tennert Stewart (Aug 31, 2023 14:20 MDT)

Chair



Executive Secretary



Division Budget/Accounting

APPROVED: DIVISION OF FINANCE



For Director

TASK SUMMARY

Santaquin City is requesting funding to replace approximately 2,581 mechanical secondary water meters which are not reading accurately. The project also includes installing the necessary communication equipment for these meters, three radio base stations and a communication tower.

2023 SANTAQUIN CITY SECONDARY WATER METERING GRANT ESTIMATE					
	Quantity	Unit	Unit Price		Total
Base Stations and Infrastructure					
Base Station	3	EA	\$ 38,500.00	\$	115,500.00
Base Station installation	3	EA	\$ 31,450.00	\$	94,350.00
Cellular connection	3	EA	\$ 1,500.00	\$	4,500.00
Warranty	3	EA	\$ 1,926.67	\$	5,780.00
Project Base Station Deployment	1	EA	\$ 30,500.00	\$	30,500.00
				\$	250,630.00
Software one-time costs					
RNI SAAS Setup fee	1	EA	\$ 7,400.00	\$	7,400.00
RNI Core education - On-site	1	EA	\$ 5,000.00	\$	5,000.00
Analytics Platfrom Setup	1	EA	\$ 9,750.00	\$	9,750.00
Billing and Customer Portal	1	EA	\$ 9,575.00	\$	9,575.00
Analytics Education -Remote	1	EA	\$ 950.00	\$	950.00
Customer Portal Setup	1	EA	\$ 5,750.00	\$	5,750.00
Customer Portal Training (Remote)	1	EA	\$ 2,000.00	\$	2,000.00
Basestation Certification	1	EA	\$ 3,400.00	\$	3,400.00
				\$	43,825.00
Software cost (annual)					
RNI Annual Service	1	EA	1st year licensing included in cost		
Analytics Suite Enhanced	1	EA	1st year licensing included in cost		
Annual block Text messages (optional)	1	EA	1st year licensing included in cost		
Customer Portal Core	1	EA	1st year licensing included in cost		
Customer Portal Annual Text messages	1	EA	1st year licensing included in cost		
Meters and Radios					
Dual Port Radio	2064	EA	\$ 245.00	\$	505,680.00
iPerl	2581	EA	\$ 165.00	\$	425,865.00
				\$	931,545.00
Summary					
Tower Costs					
Tower Installation				\$	294,455.00
Meter costs					
Meters and Radios				\$	931,545.00
Installation Costs				\$	464,000.00
TOTAL:				\$	1,690,000.00



**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by Federal Award Identification Number (FAIN) SLFRP3929 and Assistance Listing Number 21.027 awarded to the State of Utah by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from

the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the State of Utah (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

State of Utah

06-11-2021

Recipient

Date



Signature of Authorized Official:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.