

RESOLUTION No. 04-01-2010

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SANTAQUIN CITY AND UTAH COUNTY REGARDING THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BEGINNING FEDERAL FISCAL YEAR 2011

WHEREAS, the City of Santaquin, Utah (“Santaquin”) is a municipality of the state of Utah; and

WHEREAS, Utah County is qualified as an “urban county” as defined in 24 Code of Federal Regulations (“CFR”) Part 92 and Part 570 (“the Regulations”), which Regulations provide that a county may become eligible to receive entitlement grants from HUD for the conduct of the Community Development Block Grant (“CDBG”) Program, and that cities in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations; and

WHEREAS, the Utah Interlocal Cooperation Act provides a procedure through which governmental entities may contract with one another in order to mutually cooperate in achieving their legitimate purposes; and

WHEREAS, the Santaquin City Council finds that it will be mutually beneficial and in the public interest to enter into an interlocal cooperation agreement regarding the conduct of the County’s CDBG Program, and desires now to enter into an Interlocal Agreement in order to achieve such purpose.

NOW THEREFORE, BE IT RESOLVED BY THE SANTAQUIN CITY COUNCIL THAT:

1. The Santaquin City Council approves and authorizes the Mayor to execute the INTERLOCAL AGREEMENT BETWEEN UTAH COUNTY AND THE CITY OF SANTAQUIN REGARDING CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2011, 2012, 2013, AND SUCCESSIVE THREE YEAR PERIODS THEREAFTER, a copy of which is attached hereto as “Exhibit A” and incorporated herein.

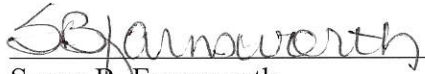
4-9-10 Original
Agreement Sent to
Linda Strickland

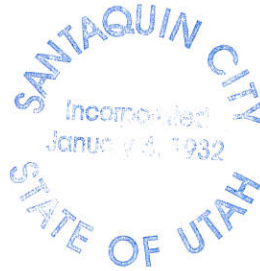
2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 7th day of April, 2010.


James E. DeGraffenried, Mayor

ATTEST:


Susan B. Farnsworth
Santaquin City Recorder



March 10, 2010

Mayor James DeGraffenried
Santaquin

The cities/towns in Utah County are applying for Urban County status through the Community Development Block Grant (CDBG). By doing so, Utah County will be able to receive direct allocation from HUD, rather than going through the Small Cities Program through the State of Utah. In order to become an Urban County all cities/towns need to approve the Utah County Interlocal Cooperation Agreement. This agreement has gone through the Council of Governments (COG) twice, and has been reviewed and approved by the HUD attorneys.

Please check the appropriate box below. Check "Yes" if the City will enter the Interlocal Cooperation Agreement for Utah County. Check "No" if the City will not agree to the terms of the Interlocal Cooperation Agreement for Utah County.

Yes
 No


James DeGraffenried, Mayor (Signature)

Please mail your responses (The Interlocal Cooperation Agreement *AND* this page) by March 31, 2010 to:

*Mountainland Association of Governments
C/o CJ Santiago
586 East 800 North
Orem, UT 84097*

Thank you.

CJ Santiago
Mountainland Association of Governments
(801) 229-3840 (OFFICE)
(808) 342-7615 (CELL)

AGREEMENT NO. 2009-

INTERLOCAL COOPERATION AGREEMENT

between

UTAH COUNTY and the city of Santaquin

relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

for FEDERAL FISCAL YEARS 2011, 2012 AND 2013

and successive 3 year periods thereafter

DRAFT SUBMITTED March 8, 2010

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT made and entered into by and between UTAH COUNTY and the city of Santaquin.

RECITALS

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq.*), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 5301 *et seq.*) collectively (the "Act"), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD").

B. The primary objective of the Act is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the form of community development block grant ("CDBG") Program funds to state and local governments to be used in the conduct and administration of housing, shelter and community development activities and projects as contemplated by the primary objectives of the Act (the "CDBG program").

C. To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG program, published in 24 Code of

Federal Regulations (CFR), Part 92 and Part 570 (the “Regulations”), which regulations provide that a county may qualify as an “urban county,” as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county and that cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations. Utah County will notify participating units of general local government governing bodies that they are automatically included in the urban county unless they elect to be excluded at the time of urban county qualification or requalification. The city choosing to be excluded will notify both the county and the HUD Regional Office of its election to be excluded by May 15 of the year of urban county requalification.

D. The County is now qualified under the Regulations to become an urban county and to begin receiving CDBG program funds from HUD by annual grant agreements beginning on July 1, 2011.

E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of the Act, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period, and also providing that during the three-year period of qualification, no included city or other unit of general local government may withdraw

from nor be removed from the urban county for HUD's grant computation purposes, and no city or other unit of general local government covering an additional area may be added to the urban county during that three-year period except where permitted by HUD regulations.

F. This Agreement provides for an initial three year term with successive three year terms corresponding with HUD qualification periods, automatically renewing.

G. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without that city's approval. In order to ensure participation by the City in the urban county and as part of the fiscal years 20 —20- -- urban county qualification process, the County and City are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development and housing assistance activities within the City as may be specified in the "Annual Action Plan of Community Development Objectives and Projected Use of Funds" (the "Action Plan") to be submitted to HUD annually by the County to receive its annual CDBG entitlement grant.

H. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.*, Utah Code Ann. (2005), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

I. Accordingly, the County and City have determined that it will be mutually beneficial and in the public interest to enter into this interlocal cooperation agreement regarding the conduct of the County's CDBG Program,

THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement (the "agreement"), together with the approving resolutions of the City and the County, shall be submitted to HUD by the County as part of its qualification documentation. The City hereby gives the County the authority to carry out CDBG Program activities and projects within the City's respective municipal boundaries. By entering into this agreement with the County, the City shall be included as a part of the urban county for CDBG program qualification and grant calculation purposes. The period of performance of this agreement shall cover three CDBG Program years beginning 7-1, 2010 and ending 6-30, 2010 and successive 3-year periods thereafter. Each party will participate for the next three program years, and automatically renewing each successive 3-year period. Subject to the termination provisions set forth in Paragraph 12, below, a City may terminate its participation in the agreement by giving written notice to the County prior to the commencement of the next 3-year period; provided, however, that this agreement will remain in effect until the CDBG funds and income received in the 3-year period then in effect are expended and the funded activities completed. 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 that a City or Cities may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that 3-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall

notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

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 three program years and for each successive 3-year covered by this agreement. The City understands and agrees, however, that the County shall have final responsibility for selecting the CDBG program activities and projects to be included in each annual grant request and for annually filing the Annual Action Plan with HUD.

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 and that as the grantee under the CDBG programs it will be held by HUD to be 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 they (1) may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; and (2) the City understands that it may only receive a formula allocation under the HOME program though Utah County as an urban county. This does not preclude the urban county or a unit of government participating with the urban county from applying to the state for HOME funds, if the state allows.

4. The City shall cooperate fully with the County in all CDBG program efforts planned and performed hereunder. The City agrees to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the City as may be approved and authorized in the County's CDBG grant agreement including the 5-year Consolidated Plan. The City and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

5. The City understands that it will be necessary for the City to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the City and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 3 above, the City will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG program. The City also understands and agrees that, pursuant to 24 CFR 570.501(b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG program to any subrecipients, the City shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

6. All CDBG program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this agreement and its extensions,

including those that are identified for projects and activities in the City, will be budgeted and allocated to the specific projects and activities described and listed in the County's Annual Plan submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

7. Each 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, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws. In addition, the parties understand and agree that the County may not provide any CDBG funding for activities in or in support of any City that does not affirmatively further fair housing

within its jurisdiction, or that impedes the County's actions to comply with its fair housing certification.

8. Each City affirms that it has adopted and is enforcing:

- (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

9. During the period of performance of this agreement as provided in Paragraph 1, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG program, received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG project agreements that will be entered into between the City and the County for the actual conduct of the CDBG program,

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG project agreement between the City and the County, and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or

change in status as will be provided for in the separate CDBG project agreements mentioned above.

10. The separate CDBG project agreements or sub-grants that will be entered into between the County and the City for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the City in whole or in part using CDBG Program funds. These standards will require the City to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

11. Any changes and modifications to this agreement shall be made in writing, shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD if necessary to comply with the Regulations.

12. This agreement shall remain in force and effect until the CDBG funds and program income received are expended and the funded activities completed.

13. If the County qualifies as an urban county, the parties agree not to veto or otherwise obstruct the implementation of the approved 5-year Consolidated Plan during that three year (*cooperation*) agreement period and for such additional times as may be required for the expenditure of Consolidated Plan funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the 7 day of April, 2010.

SIGNATURE PAGE FOR UTAH COUNTY
TO
INTERLOCAL COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR FEDERAL FISCAL YEARS 20__ - 20__ AND
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

LARRY ELLERTSON, Chairman

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____, 2009, personally appeared before me Larry Ellertson, who being duly sworn, did say that he is the Chairman of the Board of County Commissioners of Utah County, State of Utah, and that the foregoing instrument was signed on behalf of _____ County, by authority of law.

NOTARY PUBLIC
Residing in _____ County

ATTEST: BRYAN E. THOMPSON
Utah County Clerk/Auditor

Reviewed as to form and compatibility with
the laws of the State of Utah

By: _____

Deputy Clerk/Auditor

COUNTY ATTORNEY