



## SUBRECIPIENT AGREEMENT

Agreement No. 20<sup>23</sup> -- \_\_\_\_\_

**1. PARTIES:** This agreement is among Utah County, referred to as the COUNTY, and the following SUB-RECIPIENT:

Organization: Payson City Corporation Project Name: Payson Façade  
Address: 439 W Utah Avenue  
City, State, Zip: Payson, UT 84651 Grant #: B-23-UC-49-0003  
Contact person: Jill Spencer CFDA #: 14.218  
Phone: (801) 465-5233  
Email: jills@payson.org

**2. AGREEMENT PERIOD:** Commencing on July 1, 20<sup>23</sup> and terminating on July 1, 20<sup>25</sup>.

**3. AGREEMENT COSTS:** The Sub-recipient will be reimbursed a maximum of 66 % of the total project cost up to \$ 200,000 pursuant to the budget attached hereto as Attachment B.

#### 4. ATTACHMENTS:

Attachment A – Project Application including Scope of Work, Project Timeline, and Staffing Plan  
Attachment B - Line-Item Budget  
Attachment C- Project Eligibility Review

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Agreement No. 2023- \_\_\_\_\_

## **SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF A COMMUNITY DEVELOPMENT PROJECT OR PROJECTS**

### **AGREEMENT BETWEEN Utah County and the Sub-recipient**

THIS SUB-RECIPIENT AGREEMENT is entered into and shall be effective as of the 1<sup>st</sup> day of July, 2023, by and between Utah County, a body corporate and politic of the State of Utah, (hereinafter the "COUNTY"), and Payson City Corporation (hereinafter the "SUB-RECIPIENT").

### **RECITALS**

A. Utah County has entered into a grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block Grant Program (the "CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 (the "Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("CDBG") programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, (the "Rules and Regulations");

B. As provided in the Rules and Regulations, the County is authorized to contract by sub-grant agreement with public entities or private non-profit entities for qualified activities and projects; and

C. Under this sub-grant agreement, the Sub-recipient will be sub-recipient of CDBG program funds from Utah County under the County's Urban-County CDBG Program.

THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the County and the Sub-recipient agree as follows:

#### **I. SCOPE OF SERVICE**

##### **A. Activities**

The Sub-recipient will be responsible for administering a CDBG Year 2022 Utah County Community Development Block Grant Program in a manner satisfactory to the County and program administrator and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

## **Program Delivery**

Please refer to the attached Scope of Work which includes a schedule of services delivered.

The Sub-recipient agrees to notify Utah County and the program administrator and receive the County's or program administrator's written approval, in amendment form, prior to implementing any change in program activities, budget, or design (as specified in the Attachments) or before changing principle location of service delivery as specified herein.

## **General Administration**

### **B. National Objectives**

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR §570.208.

The Sub-recipient certifies that the activities carried out under this Agreement will meet the "benefit low- and moderate-income persons" CDBG National Objective in the following way(s):

Benefitting low- and moderate-income persons

LOW/MOD Area Benefit

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### **C. Goals and Performance Measures**

The levels of accomplishment may include such measures as units rehabilitated, persons or households assisted, or meals served, and should also include time frames for performance. The Sub-recipient agrees to provide the levels of program services based on the schedule set forth in the attached Scope of Work document.

### **D. Staffing**

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior consent of the County and/or program administrator. Please refer to the Staffing Plan attached which provides a list of staff and time commitments to be allocated to the activities specified in the Scope of Work.

E. Performance Monitoring

The County and program administrator will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the County and program administrator will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the County and/or program administrator, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the 1<sup>st</sup> day of July, 2023 and end no later than on the 1<sup>st</sup> day of July, 2025. Services performed will follow the Project Timeline set forth in Attachment A. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the County remains in control of CDBG funds or other CDBG assets designated for this project including program income as outlined in 24 CFR §570.504.

III. BUDGET

The Sub-recipient shall attach a Budget as Attachment B detailing estimated expenses for the project.

Any indirect costs charged must be consistent with the conditions of Attachment B - Budget of this Agreement. In addition, the County or program administrator may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County or program administrator and the Sub-recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$ 200,000. Draw-downs for the reimbursement of eligible incurred expenses shall be made against the line item budgets specified in Attachment B herein and in accordance with performance, availability of funds, and authorization by the County and program administrator. Expenses for general administration shall also be paid against the line item budgets specified in Attachment B and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

**Program administrator**

Jessica DeLora  
Community and ED Program Director  
Mountainland Association of Governments  
586 E. 800 N.  
Orem, UT 84097  
[jdelora@mountainland.org](mailto:jdelora@mountainland.org)  
(801) 229-3831  
Fax: (801) 229-3801

**Sub-recipient**

Contact person: Jill Spencer  
Title: City Planner  
Organization: Payson City Corporation  
Address: 439 W Utah Avenue  
City, State, Zip: Payson, UT 84651  
Email: jills@payson.org  
Phone: (801) 465-5233  
Fax: \_\_\_\_\_

**VI. SPECIAL CONDITIONS**

Special Conditions, if any, will be included in attachment form.

**VII. GENERAL CONDITIONS****A. General Compliance**

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR §570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. "Independent Contractor"**

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with

respect to the services to be performed under this Agreement. The County and program administrator shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

The Sub-recipient shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind Utah County or Mountainland Association of Governments (MAG) to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County or MAG, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Sub-recipient. The Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these contract services. Persons employed by the County or MAG and acting under the direction of the County or MAG shall not be deemed to be employees or agents of Sub-recipient.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend, and indemnify the County and CDBG program administrator, (Mountainland Association of Governments,) from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of their employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D, and shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Grantee Recognition

The Sub-recipient shall undertake efforts to ensure recognition of the role of the County in providing services through this Agreement. For example, activities, facilities and items utilized pursuant to this Agreement may be prominently labeled as their funding source. In addition, the Sub-recipient may include a reference to the support provided herein in publications made possible with funds made available under this Agreement.

G. Amendments

The County or Sub-recipient may amend this Agreement at any time provided that such amendment makes specific reference to this Agreement, and is executed in writing,

signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendment shall not invalidate this Agreement, nor relieve or release the County or Sub-recipient from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modification will be incorporated only by written amendment signed by both County and Sub-recipient.

This Agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this Agreement. No claim for services furnished by the Sub-recipient, not specifically authorized by this Agreement will be allowed by the County. Automatic renewals will not apply to this contract.

#### H. Suspension or Termination

In accordance with 2 CFR Part 200, Subpart D, the County may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include but are not limited to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub-recipient to the County reports that are incorrect or incomplete in any material respect.

Utah County and/or the program administrator will issue a written notice of default providing a ten (10) day period in which Sub-recipient will have an opportunity to cure. Time allowed for cure will not diminish nor eliminate Sub-recipient's liability for damages. If the default remains after Sub-recipient has been provided the opportunity to cure, the County and/or the program administrator may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related agreements or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the Agreement; 4. Suspend Sub-recipient from receiving future solicitations.

In accordance with 2 CFR Part 200, Subpart D, this Agreement may also be terminated for convenience by either the County or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not

accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

## **VIII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Sub-recipient agrees to comply with 2 CFR Part 200, Subpart D, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200 Subpart E, "Cost Principles," as applicable.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR §570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to determine the eligibility of project beneficiaries including approved methods of income verification and residency at the time service
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;



- g. Financial records as required by 24 CFR §570.502, and 2 CFR Part 200, Subpart D; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Record Retention and Availability

The Sub-recipient shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Sub-recipient pursuant to this Agreement. These records shall be retained by the Sub-recipient for at least four (4) years after the Agreement terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Sub-recipient agrees to allow Utah County, Mountainland Association of Governments, and Federal auditors and staff, access to all the records related to this Agreement for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not be limited to: client name, address, income level, residency, and/or other basis for determining eligibility, and description of service provided. Such information shall be made available to HUD, the Grantee, and/or CDBG program administrator monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient acknowledges that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-recipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable) to the County, and

determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Audits and Inspections

All Sub-recipient's records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, (HUD,) grant program administrator, (MAG,) and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Sub-recipient audits and 2 CFR Part 200 Subpart F, "Audit Requirements."

In accordance with 2 CFR Part 200 Subpart F, "Audit Requirements," state and local governments or non-profit organizations that expend \$750,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed. Determining the amount of federal funds received shall be based on actual cash spent, not notice of an award or execution of this or any other contracts. Recipients that expend less than the federal assistance threshold are exempt from the Single Audit requirement. All Sub-recipient's, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, Utah County, Mountainland Association of Governments, any pass-thru entity and/or the General Accounting Office. Likewise, recipients may be asked to confirm in writing that their expenditure of federal funds did not exceed the designated threshold in the appropriate fiscal year. The Sub-recipient's most recent audit shall be completed and submitted to the County and/or program administrator in a timely manner upon completion of the CDBG project.

A. Reporting and Payment Procedures

The Sub-recipient shall report at least quarterly all expenses incurred and associated project activities carried out with CDBG and non-CDBG funds. The Sub-recipient shall follow the reimbursement request process as set forth by the County and CDBG program administrator. Reimbursements are subject to the following but not limited to: eligibility of expenses, proper reporting and expense documentation, availability of funds, and authorization by the County and CDBG program administrator.

a. Payment Withholding

The Sub-recipient agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of the County or program administrator, Sub-recipient record keeping practices and/or reporting to the County or program administrator are not conducted in a timely and satisfactory manner, the County or program administrator may withhold part or all of the payments under this Agreement until such time as in the opinion of the County and/or program administrator such deficiencies have been remedied. In the event of payment(s) being withheld, the County or program administrator agrees to notify the Sub-recipient in writing immediately upon denial of payment of the reasons for the denial and of the actions that the Sub-recipient will need to take to bring about the release of withheld payments.

In addition to the possible denial of payment noted above, the Sub-recipient agrees that, upon execution of this Agreement, the County will retain the final 10 percent of the total amount specified herein until the program administrator and/or County have conducted a monitoring interview. This interview will be to document appropriate expenditure of the 90 percent of the contract funds received.

If any areas of non-compliance with CDBG regulations requiring correction on the part of the contractor are noted, the County and/or program administrator reserve the right to refuse the request for final fund draw-down until satisfactory evidence of compliance has been submitted.

b. Ineligible Expenses

Sub-recipient expenditures under this Agreement determined to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement, because they are not eligible under CDBG regulations, or that are inadequately documented, and for which payment has been made to the Sub-recipient will be immediately refunded to the County by the Sub-recipient. The Sub-recipient further agrees that the County shall have the right to withhold any or all subsequent payments under this or other Agreements to the Sub-recipient until the recoupment of overpayments or ineligible payments is made.

c. Non-Appropriation of Funds

The Sub-recipient acknowledges that neither Utah County nor Mountainland Association of Governments can contract for the payment of funds not yet appropriated by the U.S. Department of Housing and

Urban Development. If funding to Utah County is reduced due by Congressional order, or if federal funding is not provided, the County may terminate this Agreement or proportionately reduce the services and purchase obligations and the amount due from the County upon 30 days written notice. In the case that funds are not appropriated or are reduced, the County will reimburse the Sub-recipient for products delivered or services performed through the date of cancellation or reduction, and neither Utah County nor Mountainland Association of Governments will be liable for any future commitments, penalties, or liquidated damages.

d. Unused Funds

Any funds authorized by the Utah County CDBG Program that are not used in the completion of the Scope of Work- Attachment A are not eligible for reimbursement.

e. Public Information

Except as identified in writing and expressly approved by Utah County and Mountainland Association of Governments, the Sub-recipient agrees that the Agreement and related Sales Orders, Invoices, and other expense documentation will be public documents, and may be available for distribution. The Sub-recipient gives the County and Mountainland Association of Governments express permission to make copies of the Agreement, the response to the solicitation, and related Sales Orders, Invoices, and other expense documentation in accordance with the State of Utah Government Records Access and Management Act.

1. Program Income

The Sub-recipient shall report at least quarterly all program income (as defined at 24 CFR §570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR §570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of

administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and County policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Sub-recipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit no less than one Progress Report to the County and/or program administrator in the form, content, and frequency as required by the County.

Utah County and the program administrator will closely monitor the Sub-recipient's progress according to milestones outlined in Attachments A and B, and in accordance with the Agreement deadline. If the Sub-recipient fails to meet these milestones, Utah County and/or the program administrator may invoke the right to terminate the Agreement on the basis that it cannot be completed within the Agreement time limits. Utah County and/or the program administrator must give the Sub-recipient a 45-day notice of termination, and if the Sub-recipient can meet the deadlines then the termination will be canceled and the project may proceed. The Sub-recipient may appeal termination notices. Appeals must be made in writing within 10 days following the receipt of the notice of termination. The Utah County CDBG Area Review Committee will arbitrate in appeals cases. The Sub-recipient does not need to be in attendance at the appeals meeting, and decisions can be made based on telephone communication, faxes, and E-Mail. Non-construction projects may be extended on a case-by-case basis by the County and/or program administrator based on need, the application of written criteria, and approval or consent from the Utah County CDBG Area Review Committee.

B. Procurement

1. Compliance

The Sub-recipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income,

property, equipment, etc.) shall revert to the County upon termination of this Agreement.

The Sub-recipient understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Utah County or Mountainland Association of Governments is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the County or Mountainland Association of Governments, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-recipient shall obtain written approval from the County and/or program administrator for any travel outside Utah County, Utah for which they will request to be reimbursed.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200, Subpart D, and 24 CFR 570.502, §570.503, and §570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR §570.208 until five (5) years after expiration of this Agreement. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program

income to the County. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment is acquired, in whole or in part, with funds under this Agreement and is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

#### **IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR §570.606(b); (b) the requirements of 24 CFR §570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and (c) the requirements in 24 CFR §570.606(d) governing optional relocation policies.

The Sub-recipient shall provide relocation assistance to displaced persons as defined by 24 CFR §570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

The Sub-recipient certifies that all real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. The Sub-recipient further certifies that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification adopted by the Board of County Commissioners, Utah County, Utah on April 9, 1996.

#### **X. PERSONNEL & PARTICIPANT CONDITIONS**

##### **A. Civil Rights**

##### **1. Compliance**

The Sub-recipient agrees to abide by the provisions of the following:

- (1) Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 as amended (42 USC 2000e) which prohibits discrimination against any employee, applicant for employment, or applicant or recipient of services, on the basis of race, religion, color, or national origin
- (2) Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended
- (3) Architectural Barriers Act of 1968 as amended (42 USC 4151)
- (4) Section 504 of the Rehabilitation Act of 1973 as amended (28 USC 792, 794) which prohibits discrimination against the individuals with disabilities or handicaps in any Federally-assisted program
- (5) Americans with Disabilities Act of 1991 which prohibits discrimination on the basis of disabilities
- (6) Age Discrimination Act of 1975 (45 CFR 90) which prohibits discrimination on the basis of age
- (7) Executive Order 11063
- (8) Executive Order 11246 (41 CFR 60-1.4(b)) as amended by Executive Orders 11375, 11478, 12107 and 12086
- (9) Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

The Sub-recipient further certifies that it will affirmatively further fair housing.

2. Excessive Force

The Sub-recipient certifies that it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act.)

3. Drug-Free Workplace

Pursuant to the Drug-Free Workplace Act of 1988, 42 USC §701, the Sub-recipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 24 CFR part 24, subpart F.

4. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR §570.601 and §570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be



erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees to be committed to carrying out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(3) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230)

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632). "Minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub-recipient or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the County, Mountainland Association of Governments, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that they are Equal Opportunity or Affirmative Action employers.

6. Subcontract Provisions

The Sub-recipient will include all the provisions of Section X of this Agreement in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

## 2. Labor Standards

The Sub-recipient agrees to abide by provisions of:

(1) the Davis-Bacon Act as amended and shall compile evidence certifying that all laborers and mechanics employed by Sub-recipient or subcontractors on construction work assisted under this agreement are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Department of Labor,

(2) the Copeland "Anti-Kickback Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5 requiring weekly payment of employees and weekly submission of payroll records by the Sub-recipient to the contracting agency,

(3) the Contract Work Hours and Safety Standard Act (40 U.S.C. 327 *et seq.*) requiring that workers received "overtime" compensation at a rate of 1 ½ times their regular hourly wage after having worked more than 40 hours in one week; and

(4) all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available in a timely manner to the County, program administrator, or U.S. Department of Housing and Urban Development for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Sub-recipients and their sub-contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipients of their obligation, if any, to require payment of the higher wage. The Sub-recipients shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

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3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this contract and binding upon the County, the Sub-recipient and any of the Sub-recipient's sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the County, the Sub-recipient and any of the Sub-recipient's sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

**"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."**

The Sub-recipient further agrees to ensure that in the following circumstances, opportunities are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located, and that where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs: opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

The Sub-recipient certifies and agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135, if the minimum thresholds for Section 3 covered housing and community development assistance are met.

b. Subcontracts

The Sub-recipient will include the aforementioned "Section 3" Clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has affirmed its ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall neither assign nor transfer any interest in this Agreement without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

2. Debarment

The Sub-recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Sub-recipient cannot certify this statement, attach a written explanation for review by Utah County and/or the program administrator. The Sub-recipient must notify the County and program administrator within 30 days if debarred by any governmental entity during the Agreement period.

3. Warranty

The Sub-recipient warrants that (a) all services shall be performed in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished

pursuant to this Agreement shall be free from defects and shall conform to contract requirements. For any item that the County and/or program administrator determine do not conform with the warranty, the County or program administrator may arrange to have the item repaired or replaced, or services redone as needed, either by the Sub-recipient or by a third party at the County's or program administrator's option, at the Sub-recipient's expense.

4. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County and/or program administrator prior to the execution of such agreement.

Subcontract arrangements must be executed in writing and obtain written consent in advance by Utah County and/or the program administrator. The Sub-recipient is responsible for managing the operations of any subcontracted activities. The Sub-recipient must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement, with this Agreement, and with applicable Federal, State, and local requirements and performance objectives.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. These reports will be maintained to the satisfaction of and made available to the County, program administrator, or U.S. Department of Housing and Urban Development in a timely manner upon request.

c. Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements or upon another basis as approved by the County and/or program administrator and properly documented. Executed copies of all

subcontracts shall be forwarded to the program administrator along with documentation concerning the selection process.

5. Hatch Act

The Sub-recipients agree that no funds provided nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the USC.

6. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 2 CFR Part 200 and §570.611, which include (but are not limited to) the following:

- a. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of a Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter unless approved by a majority of the Utah County CDBG Area Review Committee in such rare cases as might be necessary. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Sub-recipient, or any designated public agency.

7. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:
- d. Lobbying Certification

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

8. Copyright

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

9. Religious Activities



The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR §570.200(j) such as worship, religious instruction, or proselytization.

## **XI. ENVIRONMENTAL CONDITIONS**

The Sub-recipient agrees to abide by provisions of the National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act as required by Title 1 of the Housing and Community Development Act of 1974 as amended and in compliance with the Environmental Review Procedures of the Community Development Block Grant Program at 24 CFR Part 58 and any subsequent regulations issued by the U.S. Department of Housing and Urban Development implementing the Housing and Community Development Amendments of 1981.

No project or any activities associated therewith can be initiated prior to the Environmental Release of Funds including but not limited to: bidding, acquisition, site clearance, demolition, or any other activity that could be construed as "choice limiting." If expenses are incurred for a project prior to the Environmental Release of Funds they will not be reimbursed and it is considered grounds for termination of the Agreement.

Payment of this Agreement is conditioned upon the Sub-recipient's:

- Submission of an appropriate environmental review that demonstrates the required compliance with the National Environmental Policy Act (NEPA) prior to any obligation or commitment of funds.
- Submission of acceptable documentation specifying the definite commitment of all additional funds necessary for completion of this project as detailed in the Budget, Attachment B and application.
- Submission of satisfactory evidence to the County and program administrator that a contract has been signed to perform the work required.
- Verification that the project is in compliance with the most recent version of the Utah County CDBG Consolidated Plan.

### **A. Air and Water**

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

Plans for culinary water projects and/or waste water treatment plants shall be sent to the Utah, Department of Environmental Quality (DEQ). Approval or concurrence from the DEQ is required prior to completing the Environmental Review as part of the National Environmental Policy Act.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the Utah State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. CONFLICT OF TERMS**

All Terms and Conditions that apply must be in writing and attached to this Agreement, and no other Terms and Conditions will apply to this Agreement.

**XV. FORCE MAJURE**

Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The County and/or program administrator may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

**XVI. AGREEMENT JURISDICTION, CHOICE OF LAW, AND VENUE**

The provisions of this Agreement shall be governed by the laws of the State of Utah. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Utah County, Utah, in the Fourth Judicial District Court for Utah County or other venue as agreed upon in writing by the parties involved.

**XVII. WAIVER**

The County's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County, program administrator, U.S. Department of Housing and Urban Development, or Department of Labor to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XVIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the County and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between or among the County, program administrator, and Sub-recipient with respect to this Agreement.

**ATTACHMENTS:**

- A- Scope of Work, Project Timeline, and Staffing Plan
- B- Budget
- C- U.S. Department of Labor Wage Decision (if applicable)
- D- \_\_\_\_\_
- E- \_\_\_\_\_
- F- \_\_\_\_\_
- G- \_\_\_\_\_
- H- \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date written above.

By: \_\_\_\_\_ and By: \_\_\_\_\_  
COMMISSIONER, BOARD OF COMMISSIONERS, SUB-RECIPIENT PROJECT  
MANAGER UTAH COUNTY, UTAH

Attest: \_\_\_\_\_  
UTAH COUNTY DEPUTY CLERK

By: \_\_\_\_\_  
SUB-RECIPIENT FINANCE OFFICER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

SUB-RECIPIENT Fed. I. D. # 87-6000262

By: \_\_\_\_\_  
UTAH COUNTY DEPUTY ATTORNEY

By: \_\_\_\_\_  
CONTRACT COMPLIANCE SUPERVISOR

## C. Project Description

Completed by jills@payson.org on 2/6/2023 11:24 AM

Case Id: 30243

Name: Downtown Payson Facade Improvement

Address: \*No Address Assigned

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### C. Project Description

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Please provide the following information.

#### PROJECT DESCRIPTION

##### C.1. Provide a brief description of the project.

Requesting CDBG funding to create and implement a Façade Improvement Program for structures in Historic Downtown Payson. The historic buildings help create and promote the recognizable character of Payson, Utah. Without proper investment, many of these treasured structures are threatened to fall into disrepair. The program is intended to promote continued use and maintenance of commercial buildings in the downtown area by helping property owners and tenants rehabilitate and/or restore eligible structures. Matching grants will be offered to owners/tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality, and vitality of the downtown. The matching grant will also have a component to retain or create jobs for low- and moderate-income persons.

Payson City recently developed the Downtown Payson Vision Plan that identifies revitalization efforts to the downtown area. Significant investments in utilities/infrastructure, streetscape design, and pedestrian improvements will begin later this year, which will help to reestablish Historic Downtown Payson as a destination and economic driver in the community. Implementing the program provides an opportunity for the owners to also invest in the renewal of Downtown Payson. The Program will outline eligibility criteria, qualified improvements, emphasis on historic design, application and selection process, financial incentives, and project timelines, among other things.

##### C.2. What is the approximate total project cost?

\$400,000.00

##### C.3. What is the requested grant amount?

\$300,000.00

##### C.3. Describe the geographic area/address of the area being served, or describe the beneficiaries being served (ex: senior scenter serving residents from Springville and Spanish Fork).

As a commercial development center, Downtown Payson serves a wide population base, including residents of south Utah County, business owners, employees, and visitors of the community.

#### PROJECT NEED

##### C.4. Describe the need for your project. How will residents, the community, and/or clients benefit if your project is funded.

The buildings are historic, timeworn, limited by past construction practices, and many require renovations to ensure compliance with current building and fire codes to provide safe areas for employees and customers. Restoration improvements will preserve valuable historic resources and improve needed business space in the commercial district. In some cases, the building contains residential apartments, and building enhancements will improve access, visibility, livability, and proximity to employment. This program will assist businesses update/restore building facades which in-turn enhances building appearance, increases property values, improves the overall area. Renovated and

Printed By: Claudia Saldana on 7/6/2023

enhanced building facades will reflect that businesses are open, the area is safe and attractive, and the district shares an appealing atmosphere. Along with utility/infrastructure improvements, the revitalization efforts will be far reaching. Businesses will benefit by enhancement to secondary access points to the building.

The program incentivizes the building or business owner to reinvest dollars into their building with a required match. Locally owned businesses are strengthened which helps keep dollars in the local community. Low- to moderate-income residents will benefit by jobs being created and/or retained for them through the program. The community benefits include building exteriors are improved, vacant space is filled, and new businesses come to town increasing tax dollars for Payson.

### **C.5. What supporting evidence and/or data do you have to substantiate this need?**

Within the four-block core area of the Historic District there are 50 parcels with buildings and the potential for approximately 60 commercial spaces. Many buildings were constructed in the late 1800's or early 1900's. Due to decades of neglect and disrepair, the community is concerned that these cherished buildings will be altered in a manner to remove the historic significance or worse, they will be torn down. As city officials have met with owners and businesses to discuss the implementation Downtown Payson Vision Plan, there has been expressed interest to complete façade improvements. However, a limiting factor is cost. The matching grant will provide additional financial resources to complete the improvements.

Downtown revitalization is a proven catalyst for improved communities, increased economic viability, and intensified livability. Organizations that have studied the economic benefits of revitalization and improved spaces, include Main Street America, Utah State Historic Preservation Office (SHPO), and EDC Utah. As part of our revitalization efforts, Payson City officials hosted a Downtown Payson walking tour with Utah SHPO personnel to discuss the condition of the buildings. SHPO staff offered property owners suggestions on ways to enhance the facades of structures with awnings within the City right-of-way. SHPO staff were supportive of any type of grant program to assist property owners with mitigating the impact of awning removal.

## **PROJECT BENEFICIARIES**

### **C.6.**

<b>Category</b>	<b>Number/Percent</b>
Total City/Town Population	21,101
Total number of residents that will benefit from the project (beneficiaries)	21,101
Percent of residents that will benefit from this project	100%
Cost per beneficiary (CDBG request amount divided by the number of beneficiaries)	\$14.22
Total number of beneficiaries that are low- or moderate-income (LMI	8,708
Percent LMI	41.3%

**C.7. Describe how beneficiary figures were obtained or data sources used.**

Facade improvements to Historic Downtown Payson will benefit the entire population of Payson and beyond because of the economic investments into a core area of the City. The beneficiary data provided in subsection C.6. was primarily obtained from the City's Moderate-Income Housing Report, recently submitted to and accepted by the State Department of Workforce Services. Sources cited in the Moderate-Income Housing Report include Census data and information from the Kem C. Gardner Policy Institute.

**LOW- AND MODERATE INCOME BREAKDOWN: BASED ON HUD LMI GUIDELINES, CALCULATE THE BREAKDOWN OF LMI PERSONS YOUR PROJECT WILL SERVE. PERCENT OF TOTAL BENEFICIARIES IS CALCULATED BY DIVIDING THE NUMBER OF PERSONS SERVED IN AN INCOME CATEGORY BY THE TOTAL NUMBER OF PERSONS SERVED AND MULTIPLYING BY 100.:**

**C.8.**

AMI	Number to be served	Percentage
81%+	12393	58.70 %
51-80% AMI	3604	17.10 %
31-50% AMI	3078	14.60 %
0-30% AMI	2026	9.60 %
<b>TOTAL</b>	21,101	100.00 %

**C.9. Describe how LMI Benefit figures were obtained or data sources used.**

Sources: United States Census Bureau and Utah Department of Workforce Services

Household income and AMI data was obtained from Census data for Payson, Utah at [https://data.census.gov/profile/Payson\\_city,\\_Utah?g=1600000US4958730](https://data.census.gov/profile/Payson_city,_Utah?g=1600000US4958730). The information was divided to provided the breakdown of percentages served in each income category.

**PROJECT TIMELINE****C.10. Please provide a detailed timeline of all project activities and milestones**

Milestone	Approximate Start Date	Approximate End Date	Notes
Funding	07/01/2023	07/31/2025	Money to be used over the life of the funding (18-24 months)
Program Guidelines	07/01/2023	07/31/2025	Program guidelines, applications, review board, etc. will be developed and ready for implementation when funding is available. It is anticipated that this program will continue into the future.
Marketing Strategy	07/01/2023	07/31/2025	Immediately following award of the funding, Payson City personnel will begin promoting the Facade Improvement Program and working with property owners and businesses. Program marketing will continue



			throughout the life of the program.
Evaluation	07/01/2023	07/31/2025	Program evaluation will continue throughout the process to ensure project outcomes, HUD criteria, and benchmarks are documented. Adjustments will be made if deemed appropriate to ensure program success.

### FY23 Payson Facade Budget

Budget – Indicate your estimated project line-item budget:

Line Item	Requested Utah County CDBG		Other Leverage Funds
Administration Costs		\$ 20,000.00	\$ 10,000.00
Project Costs		\$ 180,000.00	\$ 90,000.00
<b>TOTAL</b>		\$ 200,000.00	\$ 100,000.00

CDBG Request and Other Sources of Funding:

Funding Source	Source Name (Provide Details on Source)	Total Amount	Funding Status
CDBG Request	Utah County CDBG Program	\$ 200,000.00	Committed
Other HUD Source			
Other State/Local Source	Payson City Municipal Budget	\$ 100,000.00	Committed
Other (specify below)			
<b>TOTAL</b>		\$ 300,000.00	

Appendix 1-2



## PROPOSED ACTIVITY WORKSHEET

Project Name: Payson Façade Improvement

Sub-Recipient: Payson City

Address: 439 W Utah Avenue

City/State/Zip: Payson, Utah 84651

Project Manager/Title: Jill Spencer

Email: jills@payson.org

Detailed Project Description:

Payson City is requesting funding through the CDBG Grant Program to create and implement a Façade Improvement Program for structures in Historic Downtown Payson.

Supports the Consolidated Plan through:

Economic Development: promote economic development by creating, attracting and retaining jobs and by increasing

Total Project Cost:

\$ 400,000.00

Total CDBG Award:

\$200,000.00

Project Completion Date:

December 31, 2024

Appendix 1-2

**STEP #1 ELIGIBILITY**

A. Eligible Activity with Matrix Code

18A Economic Development Direct Financial Assistance to For-Profit Business

B. Specify Allowable Cost

Project costs are allowable under CDBG guidelines and regulations

C. Additional Considerations

☒ This activity **IS NOT** subject to additional considerations.

☐ This activity **IS** subject to additional considerations.

Applicable Considerations:

**STEP #2 PROHIBITION**

A. Ineligible Activity Review

☒ This activity **DOES NOT** fall within one or more categories of prohibited activities.

☐ This activity **DOES** fall within one or more categories of prohibited activities.

Applicable Categories:

Appendix 1-2

B. Further Considerations

If any doubt exists about the above conclusion, engage in further consultations with local and Federal officials.

☒ No further consultation needed.

☐ Further consultation needed.

Outcomes of consultations:

**STEP #3 NATIONAL OBJECTIVES**

A. Criteria for Objectives

National Objective met by this activity:

Benefitting low- and moderate-income persons

National Objective Criterion met by this activity:

LOW/MOD Area Benefit

B. Performance Objectives and Outcomes

Performance Objective:

Creating Economic Opportunities

Performance Outcome:

Improving Sustainability by Promoting Viable Communities

C. Accomplishment Type

Jobs

Appendix 1-2

D. Confidential?

☐ Yes

☒ No

E. Activity Purpose

Yes	No	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Help Prevent Homelessness?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Help the Homeless?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Help those with HIV/AIDS?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Help Persons with Disabilities?

F. Records to be Maintained

Survey business owners to see if they created or retained 6 jobs for downtown.

**STEP #4 OVERALL BENEFIT**

A. Beneficiary Tracking and Reporting

☐ LMI Survey Completed  
Date of Survey

☐ Presumed LMI Population  
Select Population:

☒ Quarterly Project Beneficiary Tracking

☐ Presumed Area Benefit

Appendix 1-2

Census Data

City's Moderate-Income Housing Report

B. Total Number of Project Beneficiaries

21,101

C. Total Number of LMI Beneficiaries

8,708

D. Calculation of the Overall Expenditure Benefit

A calculation of overall expenditure benefit of all proposed activities is completed by the Program Coordinator.

☒ This activity **DOES NOT** cause a violation of the certification.

☐ This activity **DOES** cause a violation of the certification.

**STEP #5 OTHER FEDERAL REQUIREMENTS**

☒ Required Environmental Review

☒ Required Davis-Bacon and Section 3 Compliance

List any other Federal Requirements that are applicable to this proposed project and will necessarily be addressed in the future.

**PROCEDURES COMPLETED BY:**

<div>DocuSigned by: <i>Claudia Saldana</i> DD4A704BEAE94FF</div>	Program Coordinator	5/3/2023
(Name)	(Title)	(Date)

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**CERTIFICATION:**

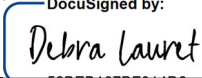
The proposed activity has been described in sufficient detail for the compliance procedures to be completed.

It has been clearly established that the activity is listed among the basic eligible activities under the CDBG program.

It has been determined and recorded that the activity is not prohibited.  
It has been determined that the activity meets one or more of the national objectives of the CDBG program. Records that document such compliance have been described above and are placed in the project LMI survey files or in Neighborly.

It has been determined that the activity described will not result in a violation of the primary benefit certification.

I certify that the compliance procedures for this proposed activity were satisfactorily completed. Upon this review they are approved.

<small>DocuSigned by:</small>  <small>328EB1878F014D2...</small>	CDBG Program Manager	5/3/2023
(Name)	(Title)	(Date)