

AGREEMENT NO. 2022 - _____

**AMENDMENT TO INTERLOCAL AGREEMENT 2016-626
BETWEEN UTAH COUNTY AND PAYSON CITY**

THIS AMENDMENT, made and entered into this ____ day of _____ 2022, by and between **UTAH COUNTY**, a corporate and political body of the State of Utah, hereinafter referred to as the **COUNTY**, and **PAYSON CITY**, a municipal corporation, hereinafter referred to as **CITY**.

WHEREAS, the above parties previously entered into Agreement No. 2016-626 relating to the Community Development Block Grant Program; and

WHEREAS, the above parties previously entered into Agreement No. 2019-568 and Agreement No. 2022-642 amending Agreement No. 2016-626 to update the Department of Housing and Urban Development (“HUD”) requirements; and

WHEREAS, the COUNTY and CITY desire to further amend Agreement No. 2016-626 to continue CDBG efforts and maintain compliance with HUD requirements.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and CITY hereby amend Agreement No. 2016-626 to read as follows:

Section 1, second sentence:

1. This agreement covers the CDBG Entitlement and HOME programs.

Section 1, third to last sentence:

1. Subject to the termination provisions set forth in Paragraph 12, below, the 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 in accordance with Paragraph 14 of this agreement.

Section 14

14. This agreement remains in effect until the CDBG and HOME funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods) are expended and the funded activities completed. Utah County and Payson City cannot terminate or withdraw from the cooperation agreement while it remains in effect.

The remaining paragraphs of Agreements No. 2016-626, 2019-568, and 2022-642, which have not been amended herein shall remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendment to be duly executed on the date listed above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Thomas V. Sakievich, Chair

ATTEST:
JOSH DANIELS
Utah County Clerk/Auditor

By: _____
Deputy Clerk/Auditor

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

By: _____
Deputy County Attorney

PAYSON CITY

PAYSON CITY

By: _____
William R. Wright, Mayor

Attest:

By: _____
Kim E. Holindrake, City Recorder

REVIEWED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
Jason Sant, City Attorney