

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Regional Transportation,
Housing, and Economic Development

And

**TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON
METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY,
EMIGRATION CANYON METRO TOWNSHIP, HERRIMAN CITY, HOLLADAY
CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE
CITY CORP., CITY OF MILLCREEK, MURRAY CITY, RIVERTON CITY, CITY OF
SOUTH SALT LAKE, AND WHITE CITY METRO TOWNSHIP**

Relating to the conduct of

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM**

For

FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into effective ____ day of _____ 20__ by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for its Department of Regional Transportation, Housing, and Economic Development (“County”) and the following governmental entities: **Town of Alta, Town of Brighton, Bluffdale City, Copperton Metro Township, Cottonwood Heights, Draper City, Emigration Canyon Metro Township, Herriman City, Holladay City, Kearns Metro Township, Magna Metro Township, Midvale City Corp., City of Millcreek, Murray City, Riverton City, City of South Salt Lake, and White City Metro Township**, each one of which is a municipal corporation or metro township of the State of Utah located in Salt Lake County. For ease of definition, the above identified cities and townships may be collectively referred to as the “**Cities**.”

RECITALS:

1. 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.*); in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 12701 *et seq.*); and in 2009 the U.S. Congress amended the McKinney-Vento Homeless Assistance Act creating the Emergency Solutions Grants Program (42 U.S.C. 11301 *et seq.*); (collectively referred to as the “Acts”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and the Acts’ programs which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).

2. The primary objective of the Acts 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 Acts in the form of community development block grants (“CDBG”), HOME Investment Partnerships, and Emergency Solutions Grants (“ESG”) 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 Acts.

3. To implement the policies, objectives and other provisions of the Acts, HUD has issued rules and regulations governing the conduct of the CDBG, ESG, and HOME programs, published in 24 C.F.R., Part 92, Part 570, and Part 576 (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 funds from HUD for the conduct of CDBG, HOME, and ESG program activities as an urban county and that the 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.

4. Since 1981, HUD has amended the Regulations, 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. HUD’s amendments to the Regulations also provide that no included city or other unit of general local government covering an additional area may be added to the urban county during that three-year qualification period except where permitted by the Regulations.

5. In 1993, as part of the three-year qualification process, the County entered into an interlocal cooperation agreement with the then existing municipalities within Salt Lake County that did not receive separate CDBG and HOME program entitlement grants. Subsequently, the County entered into a second interlocal cooperation agreement in 2006 with several cities which had incorporated since the 1993 Agreement had been executed. Likewise, in 2017, the County entered into a third interlocal cooperation agreement with several more cities and townships which had incorporated since the 2006 Agreement. The County now wishes to terminate the

three prior interlocal agreements entered into for purposes of authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities and replace them with this sole agreement.

6. 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 the city's approval. In order to ensure participation by the Cities in the urban county and as part of the fiscal year 2021-2023 urban county qualification process, the County and the Cities are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities as may be specified in the "Consolidated Plan" (the "Plan") to be submitted to HUD annually by the County to receive its annual CDBG, ESG, and HOME entitlement grants.

7. 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. (2020), 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.

8. Accordingly, the County and the Cities have determined that it will be mutually beneficial and in the public interest to enter into this interlocal agreement regarding the conduct of the County's CDBG, ESG, and HOME program activities and projects.

AGREEMENT

NOW, 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 ("Agreement"), together with the approving resolutions of the Cities and the County, shall be submitted to HUD by the County as part of its qualification documentation.
2. The Cities hereby give the County the authority to carry out CDBG, ESG, and HOME Program activities and projects within the Cities' respective boundaries. By entering into this Agreement with the County, the Cities shall be included as a part of the urban county for CDBG, ESG, and HOME program qualification and grant calculation purposes.
3. This Agreement shall be in effect during three CDBG, ESG, and HOME Program years beginning July 1, 2021 and ending June 30, 2024 (e.g., Federal FYs 2021 – 2023) and shall automatically renew for successive three-year periods thereafter.

Each City will participate for the next three Program Years, and for each successive Three-year period thereafter up to a maximum term of 50 years. Subject to termination provisions set forth in Paragraph 13 below, a City may terminate its participation in the Agreement by giving written notice to the County in accordance with the Qualification Schedule provided in HUD's

“Instructions for Urban County Qualification for Participation in Community Development Block Grant (“CDBG”) Programs” for the next three-year renewal period. Without regard to whether a Party desires to provide written notice of its intent to terminate participation in this Agreement, it shall remain in effect; until the CDBG, ESG, and HOME funds and program income received (with respect to the activities carried out during the three-year qualification period, and any successive qualification periods under this Agreement) are expended and funded activities completed. No Party may terminate or withdraw from this Agreement while it remains in effect and until this condition is met.

4. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire three-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 three-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.

5. The Cities and the County shall cooperate in the development and selection of CDBG, ESG, and HOME program activities and projects to be conducted or performed in the Cities during each of the three program years and for each successive three-years covered by this Agreement. The Cities understand and agree, however, that the County shall have final responsibility for selecting the CDBG, ESG, and HOME program activities and projects to be included in each annual grant request and for annually filing the Final Statements with HUD.

6. The Cities recognize and understand 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, ESG, and HOME program funds and that as the grantee under the CDBG, ESG, and HOME programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG, ESG, and HOME programs, including the projects and activities to be conducted in the Cities. By executing the Agreement, the Cities understand 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 and ESG programs; (2) may receive a formula allocation under the HOME Program only through the urban county (thus, even if the urban county does not receive a HOME formula allocation, Cities cannot form a HOME consortium with other local governments, but no party shall be precluded from applying to the State for HOME funds, if the state allows); and (3) may receive a formula allocation under the ESG Program only through the urban county, but this does not preclude any party from applying to the State for ESG funds, if the State law allows. Accordingly, the Cities agree that, as to all projects and activities performed or conducted in the Cities under any CDBG, ESG, or HOME program grant agreement received by the County which includes the Cities, the County shall have the ultimate supervisory and administrative control.

7. The Cities shall cooperate fully with the County in all CDBG, ESG and HOME program efforts planned and performed hereunder. The Cities agree to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the Cities as may be approved and authorized in the County's CDBG, ESG, and HOME grant agreements, including the Comprehensive Housing Affordability Strategy ("CHAS"). The Cities and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

8. The Cities understand that it will be necessary for the Cities 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 Cities and that the funds designated in the County's Plan 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 6 above, the Cities 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, ESG, and HOME programs. The Cities also understand and agree 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, ESG, or HOME program funds to any subrecipients, the Cities shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) 24 CFR 576.500 (ESG), and 24 CFR 92.504 (HOME) of the Regulations.

9. All CDBG, ESG, and HOME 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 Cities, will be budgeted and allocated to the specific projects and activities described and listed in the County's Final Statement 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.

10. 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 Acts, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG, ESG, and HOME programs. The Cities 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 notice and to submit such amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

In addition the Cities and the County shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development act of 1974 as amended. The Parties further agree that all grants awarded under this Agreement will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing. See 24 CFR 91.225(a) and 5.105(a).

Further, the Parties hereby agree to comply with section 109 of Title I of the Housing and Community Development act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968 as well as all other applicable laws. The Parties shall not fund activities in, or in support of, any City that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the County's fair housing certification.

11. 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 individual 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.

12. During the period of performance of this Agreement as provided in Paragraph 3, 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, 24 CFR 92.2 for the HOME Program, and 24 CFR Part 576.2 for the ESG 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, ESG, and HOME project agreements that will be entered into between the City and the County for the actual conduct of the CDBG, ESG and HOME Programs;

(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, ESG, and HOME project agreements 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, ESG, or HOME project agreements mentioned above.

13. This Agreement shall be and remain in force and effect for the period of performance specified in Paragraph 3. When the County has been qualified by HUD as an urban county for a particular three-year qualification period, neither the County nor any City may terminate this agreement or withdraw therefor during that three-year qualification period of performance;

provided, however, if the County fails to qualify as an urban county or does not receive CDBG Funding in any year of the three program years for which it has qualified, or if any federal legislation should change the qualification or entitlement status of the County or any City, the County may terminate this Agreement in whole.

14. If the County qualifies as an urban county and the City is included, the parties agree not to veto or otherwise obstruct the implementation of the approved Plan during the period covered by the Agreement.

15. No party to this Agreement may sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

16. The following provisions are also integral parts of this Agreement:

(a) *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

(b) *Captions.* The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) *Counterparts.* This agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) *Severability.* The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) *Waiver of Breach.* Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) *Cumulative Remedies.* The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g) *Amendment.* This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) *Time of Essence.* Time is of the essence in this Agreement.

(i) *Interpretation.* This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah and ordinances of Salt Lake County.

(j) *Notice.* Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the Parties at their respective addresses.

(k) *No Interlocal Entity.* The Parties agree that they do not by this Agreement create an interlocal entity.

(l) *Joint board.* As required by Utah Code Ann. Sec. 11-13-207, the Parties agree that any cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the Cities' designee.

(m) *Financing Joining Cooperative Undertaking and Establishing Budget.* If there is to be financing of cooperative undertaking a budget shall be established or maintained as stated herein.

(n) *Manner of Acquiring, Holding or Disposing of Property.* In satisfaction of Section 11-13-207 (2) of the Interlocal Act, the Parties agree that the acquisition, holding and disposition of real and personal property acquired pursuant to this Agreement shall be governed by the provisions of applicable law.

(o) *Exhibits and Recitals.* The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(p) *Attorney Approval.* This Agreement shall be submitted to the authorized attorneys for the County and the Cities for approval in accordance with Utah code Ann. Sec. 11-13-202.5.

(q) *Governmental Immunity.* All Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. Sec. 63G-7-101, et seq., therefore, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. The Parties do not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(r) *Assignment.* The Cities agree they shall not subcontract, assign, or transfer any rights or duties under this agreement to any other party or agency without the prior written consent of the County.

(s) *Ethical Standards.* The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of any officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, Salt Lake County ordinances.

(t) *Supersedes & Terminates Prior Related Interlocal Agreements.* Effective upon all CDBG, ESG, and HOME funds and income received in the three-year period ending June 30, 2021 are expended and the funded activities completed, this Agreement shall supersede and terminate the following interlocal agreements between the County and other Parties to this Agreement which pertain to similar subject matter as this Agreement: Salt Lake County Contract No. BV9303C, Salt Lake County Contract No. BV03192C, and Salt Lake County Contract No. BV043108.

[Signature pages to follow]

SIGNATURE PAGE FOR SALT LAKE COUNTY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
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SALT LAKE COUNTY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law
Salt Lake County District Attorney

By: Megan Smith
Megan L. Smith,
Deputy District Attorney

Date: August 31, 2020

SIGNATURE PAGE FOR TOWN OF ALTA
TO THE
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TOWN OF ALTA

By: 
Mayor or Designee

Approved as to Form and
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By: 

Name: Polly Samuels

Title: Legal Counsel

Date: 9/9/2020

SIGNATURE PAGE FOR TOWN OF BRIGHTON
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TOWN OF BRIGHTON

By: _____
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By: _____

Name: _____

Title: _____

Date: _____

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BLUFFDALE CITY

By: _____
Mayor or Designee

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By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR COPPERTON METRO TOWNSHIP
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COPPERTON METRO TOWNSHIP

By: _____
Mayor or Designee

Approved as to Form and
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By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR COTTONWOOD HEIGHTS CITY
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COTTONWOOD HEIGHTS CITY

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Mayor or Designee

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Name: _____

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Date: _____

SIGNATURE PAGE FOR DRAPER CITY
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DRAPER CITY

By: _____
Mayor or Designee

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By: _____

Name: _____

Title: _____

Date: _____

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EMIGRATION CANYON METRO
TOWNSHIP

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HERRIMAN CITY

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HOLLADAY CITY

By: _____
Mayor or Designee

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By: _____

Name: _____

Title: _____

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KEARNS METRO TOWNSHIP

By: _____
Mayor or Designee

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By: _____

Name: _____

Title: _____

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MAGNA METRO TOWNSHIP

By: _____
Mayor or Designee

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By: _____

Name: _____

Title: _____

Date: _____

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MIDVALE CITY CORP.

By: _____
Mayor or Designee

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By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR CITY OF MILLCREEK
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CITY OF MILLCREEK

By: _____
Mayor or Designee

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By: _____

Name: _____

Title: _____

Date: _____

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MURRAY CITY

By: _____
Mayor or Designee

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By: _____

Name: _____

Title: _____

Date: _____

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CITY OF SOUTH SALT LAKE

By: _____
Mayor or Designee

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As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR WHITE CITY METRO TOWNSHIP
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

WHITE CITY METRO TOWNSHIP

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____