

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

SALT LAKE CITY

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”) and the **SALT LAKE CITY**, a municipal corporation of the State of Utah (the “City”). The County and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and the City are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Act”), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. The County through its Office for New Americans applied for Grant Funding from the Open Society Foundation to provide support to refugees under the Operation Afghan Resettlement Support Program to assist with the resettlement of Afghan refugees in Salt Lake City and Salt Lake County.

C. The County wants to give a portion of the above-mentioned Grant Funding to the City, specifically the Salt Lake City Know Your Neighbor Program, to assist with assimilation and welcoming the refugees.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 -DISBURSEMENT OF GRANT FUNDING and SCOPE OF WORK

1.1 **Consideration.** The County agrees to disburse Sixty-One Thousand dollars (\$61,000) to the City for the purposes set forth in this Agreement. This disbursement comes from Grant Funding provided by the Open Society Foundations and shall be used for the purposes set forth herein. If the funding is not used consistent with this Agreement, City agrees to immediately return Grant Funding.

1.2 **Scope of Work.** The City, through its Know Your Neighbor Program, will assist the County in assimilating and welcoming the Afghan Refugees subject to the Operation Afghan Resettlement Support (OARS) program as set forth in the County's Response to the Open Society Foundations' Request for Letters of Inquiry, which is attached hereto and incorporated by reference as Exhibit 1 of this Agreement, and consistent with all Grant Funding requirements and federal, state, and local laws and regulations. The City use not more than Sixty Thousand dollars (\$60,000) of Grant Funds to hire a program coordinator and not more than One Thousand dollars (\$1,000) for program coordinator travel.

ARTICLE 2 -- MISCELLANEOUS

2.1. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

2.2. **Term of Agreement.** This Agreement shall take effect upon execution by the Parties and shall expire two years from the date of execution. The Agreement may be extended with an amendment in writing executed by the Parties.

2.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of Grant Funds to be paid to the City for the purposes set forth in this Agreement. If Grant Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute Grant Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute Grant Funds to the City in succeeding fiscal years. The County's obligation to contribute Grant Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(b) If Grant Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which Grant Funds were last appropriated for contribution to the City under this Agreement.

2.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

2.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed to the Parties at their respective addresses.

2.6. Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or

secure this Agreement 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 in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07, Salt Lake County Code of Ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

2.7. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

2.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing.

2.9. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

2.10. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

2.11. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

2.12. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

2.13. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

2.14. 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.

2.15. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[Intentionally Left Blank - Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 20____

Attorney Review

By **Craig J. Wangsgard** _____
Senior Deputy District Attorney

Digitally signed by Craig J. Wangsgard
Date: 2022.06.28 11:08:38 -06'00'

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

SALT LAKE CITY

By 
rachel.otto (Dec 9, 2022 17:22 MST)

Name: rachel otto

Title: Acting Mayor

Dated: 12/09/2022, 20

Attest:


Recorder Routing (Dec 13, 2022 10:13 MST)

Minutes & Records Clerk, City Recorder

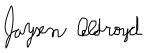
Date signed: _____

RECORDED

Dec 13, 2022

Approved as to Form and Legality:

CITY ATTORNEY

By 

Name: Jaysen Oldroyd

Dated: 12/09/2022, 20

EXHIBIT 1

Salt Lake County's Response to Open Society Foundations
Request for Letters of Inquiry



The Salt Lake County (SLCo) Office for New Americans (ONA) respectfully requests Open Society Foundation funding in the amount of \$200,000 to serve up to 765 refugees and fulfill Operation Afghan Resettlement Support (OARS), a 12 month community partnership to meet the urgent resettlement needs of arriving Afghans. With full funding, the OARS project will provide urgent essential resources that propel Afghan refugees to successful integration in Salt Lake County.

Salt Lake County is the nation's first Certified Welcoming County and has prioritized the establishment and growth of relationships with community organizations that support refugees and immigrants. As a proven project leader with a AAA Bond Rating, SLCo will receive, apportion, fulfill, account, and report to meet the project's stated objectives and Open Society Foundation requirements.

The OARS project director, SLCo ONA New American and Refugee Liaison Joseph Genda, came to Utah as a refugee from Sierra Leone in 2007. Through his lived experience and commitment to serve fellow refugees, he possesses the unique ability to convene partners and generate resources to best serve our arriving Afghan refugees. Joseph also participates in the established and ongoing statewide efforts of the Utah Refugee Providers Association and serves on the Utah Refugee Advisory Board.

To meet the needs of Afghan refugees resettling in Salt Lake County, OARS proposes to:

1. Catalyze local responsiveness efforts by leveraging partnerships. Salt Lake County will leverage its Certified Welcoming status to serve as the OARS convener of community partnerships, led by the SLCo Office for New Americans. Our partners include:

Salt Lake County Office for New Americans will serve as the OARS project lead and leverage County Services to best serve our new Afghan residents.

Catholic Community Services Refugee Resettlement program will provide case management, job placement, health services, interpretation, transportation, housing, food assistance, and more in an effort to empower Afghan refugees to reach self-sufficiency.

International Rescue Committee, a refugee resettlement agency, will provide high-quality legal assistance to reunite Afghan families in Salt Lake County.

Utah Muslim Civic League will also provide high-quality legal assistance to reunite Afghan families in Salt Lake County. Additionally, it will coordinate legal services with the USCIS Salt Lake City Field Office and provide payment for the legal fees associated to the application process required to bring family members from Afghanistan to Salt Lake County.

Salt Lake City Know Your Neighbor is a partnership between the Salt Lake City Mayor's Office of Equity and Inclusion and the State Refugee Services Office. Know Your Neighbor will provide Afghan refugees with local volunteers to assist in assimilating and creating a welcoming and inclusive environment.

Salt Lake County Sheriff's Department will host Afghan Refugee Welcoming Events to foster trust and build relationships, provide safety training and cultural experiences, and introduce local laws.

2. Fill urgent gaps related to critical basic needs, communication and coordination, housing, healthcare, education, and legal services. As a result of decrescent or inadequate funding across all OARS partners, OARS requests funding to fill urgent needs in these service categories:

Basic Needs includes the purchase and provision of school supplies (a quality backpack, pencils, writing pads, and specific grade-level requirements) for 100 Afghan refugee students, emergency kits for 250 arriving Afghan refugee households, and the SLCo Sheriff's Afghan Refugee Welcoming Events.

Salt Lake County Office for New Americans

2001 South State Street, Suite N2-100 | PO Box 144575 | Salt Lake City, UT 84114 | (385) 468-4861 | jgenda@slco.org

Communications and Coordination encompasses the addition of a project coordinator to support OARS activities across the County, and, with oversight, administer the public-private funding pool created by generous Open Society Foundation funding and Salt Lake County’s Afghan refugee services budget. It additionally includes the development and distribution of key messaging in Afghan languages by the SLCo Office for New Americans, using OARS partners’ and their extended networks of social media platforms for distribution.

Critical Housing Needs will be coordinated through SLCo Housing and Community Development, which will identify available temporary and/or permanent housing for eligible Afghan refugees. Additionally, International Rescue Committee and Catholic Community Services fundraising will be made available to assist in rental fee payments.

Healthcare, specifically fees associated to COVID-19, mental health, and trauma screenings. Catholic Community Services and International Rescue Committee volunteers generously provide appointment coordination and transportation services for screenings.

Education includes services that provide pathways to employment, particularly driver’s education and workplace English and/or ESL programs. Driver’s education and English language skills are imperative to local integration and the ability to seek and gain employment.

Legal assistance includes the payment of application fees associated to the USCIS family immigration process including the Application Type A filing fee and, if applicable, biometric fees for approximately 38 Afghan refugees.

3. Coordinate, generate, and distribute urgent resources needed for welcoming and integration efforts.

OARS partners are actively working together to welcome Afghan refugees to the Salt Lake County community. Through our current efforts with early Afghan arrivals, the proactive identification of service and funding gaps included in our proposal was possible. To bridge these gaps, we intend to coordinate, generate, and distribute the urgent resources that will support the integration of Afghan refugees in Salt Lake County. OARS is committed to continuously evaluating the needs of arriving Afghan refugees, re-evaluating our partnership efforts, and measuring the effectiveness of our services.

OARS Project Budget		
Budget Item	Budget \$	Description
Basic Needs	\$37,230	Refugee emergency kits (\$28,750); School supplies (\$6,480); SLCo Sheriff’s Afghan Refugee Welcoming Events (\$2,000)
Communications and Coordination	\$60,000	Project Coordinator (based with OARS Know Your Neighbor partner); SLCo labor associated with OARS communications
Project Coordinator Travel	\$1,000	0.585 cents per mile at an average of 33 miles per week for Project Coordinator's travel to provide refugee services (based on SLCo 2022 mileage reimbursement rate).
Housing	\$25,000	Temporary to permanent rent assistance
Healthcare	\$26,770	COVID-19, mental health, and trauma screenings
Education	\$25,000	Driver’s education and English language education
Legal	\$25,000	Application fees required for family immigration
Total Cost	\$200,000	