

INTERLOCAL COOPERATION AGREEMENT
Between
SALT LAKE COUNTY
And
HERRIMAN CITY

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2023, by the between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“County”) and HERRIMAN CITY, a Utah municipal corporation (the “City”). County and City are referred collectively to as the “Parties” and individually as a “Party.”

RECITALS

A. UTAH CODE ANN. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the “Act”) provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. The County and the City are public agencies for purposes of the Act.

D. City has been notified by HUD that it is eligible to be an entitlement entity under the Community Development Block Grant (CDBG) program for the program year beginning July 2024 if it chooses to do so. The City has decided to accept its entitlement from HUD, and the City has decided that County shall administer the funds it receives from HUD. The Parties wish to enter into this Agreement to memorialize their respective roles with respect to the County’s administration of the Funds from HUD’s CDBG program.

E. The City of Herriman is classified as a metropolitan city and qualifies for a separate entitlement grant that may be included as a part of the urban county by entering into a cooperation agreement with the urban county in accordance with the requirements of the Regulations. The City of Herriman and Salt Lake County submitted a Metropolitan City and Urban County Joint Request for HUD’s approval to include Herriman as part of the urban county.

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration the receipt and legal sufficiency of which is hereby acknowledged,

the Parties agree as follows:

1. Mutual Cooperation: The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. The County and City agree to 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, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>. The provision must also include the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. The provision must also include the obligation to comply with other applicable laws. The agreement shall also contain a provision prohibiting urban county funding for activities in, or in support of, any cooperating unit of general local government 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. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the urban county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department. The agreement must include the obligation to sign the assurances and certifications in the HUD 424-B. HUD 424-B.

2. County Agrees:

(a) This Agreement covers the CDBG Entitlement Program, Federal FYs 2024-2026. Beginning July 1, 2024, the City's portion of the annual CDBG allocation will be based on the HUD CDBG formula for each of the three (3) years of the urban county interlocal agreement. Sixty-five percent (65%) of the annual formula allocation for the City will be designated for hard cost activities to be carried out within the City jurisdiction, which will be passed through to the City by a subgrant agreement.

(b) City shall have full discretion on the use of the passthrough CDBG Hard Costs funds referenced above in Section 1(a) for eligible uses as defined by the 24 CFR 570 Regulations, generally including eligible infrastructure, housing, public facilities improvements, and economic development. The City will submit details of the activities to be funded in accordance with the process established for the annual Request for Application (RFA) for the

Urban County.

(c) County shall retain 35% of the City's portion of the annual CDBG allocation based on the HUD CDBG formula for each of the three (3) years of the urban county interlocal agreement. These funds encompass all administrative activities and public service activities allowed under the associated caps, as described in 24 CFR § 570.489 and § 570.201.

(d) To oversee and manage City's hard cost projects which includes all CDBG monitoring, billing, and reporting requirements.

(e) Prepare the Annual Action Plan and Comprehensive Annual Performance and Evaluation Report (CAPER) including information provided by Herriman City.

(f) Provide opportunities for Herriman City to participate in any meetings of the Salt Lake Urban County.

(g) Provide training opportunities offered by Salt Lake County and HUD on the CDBG program.

(h) Provide technical assistance to City as requested.

3. City Agrees:

(a) The County shall retain thirty-five percent (35%) of the funds apportioned to the City to support the human service needs of the urban county eligible population including the City residents that will also leverage the additional funding from the Social Services Block Grant. In addition, up to an amount that represents twenty percent (20%) of the City formula portion will be used for general administration that includes oversight, monitoring and technical assistance the County will provide to the City. These funds represent the maximum allowable 15% of the total City formula portion which is available for public service activities, and the maximum allowable 20% of the City formula portion which is available for administrative activities.

(b) To appoint a representative to the County Community and Social Services Advisory Committee that make funding recommendations to the Urban County Mayor's.

(c) Provide County with information for the Annual Action Plan and the Comprehensive Annual Performance and Evaluation Report (CAPER).

(d) Participate in meetings of the Salt Lake Urban County Program.

(e) Participate in trainings offered by Salt Lake County and HUD on the CDBG program.

4. Duration and Termination

This Agreement shall take effect upon execution and terminate June 30, 2027, and shall be subject to the annual HUD formula allocations for each year and the formula apportion to the City. Any unspent funds in one year will roll over to the next year within the three-year agreement. If any unspent CDBG funds remain unspent at the end of the three-year agreement, the County and City will work with HUD to make the increase adjustments to the new Herriman City Entitlement allocation.

5. Additional Interlocal Act Provisions. In compliance with the requirements of the Act and other applicable law:

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

(b) Joint Board. As required by UTAH CODE ANN. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the City's designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(c) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) Manner of Acquiring, Holding or Disposing of Property. The Property shall be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

6. General Provisions. 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.

(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 hereto 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 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.

(j) No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.

(k) 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 City's designee.

(l) 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.

(m) 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.

(n) 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 in their

entirety within the body of this Agreement.

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

(p) 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, certified mail postage prepaid and addressed to the Parties at their respective addresses.

(q) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “*Immunity Act*”). Consistent with the terms of the Immunity 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. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(r) Assignment. The City agrees it 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 an 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 Agreement upon any contract, 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 County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); 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 or County ordinances.

(t) Prior Related Interlocal Agreements. This Agreement remains in effect until the CDBG funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the County and the City of Herriman cannot terminate or withdraw from the cooperation agreement while it remains in effect. This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the county or the City provides written notice it elects no to participate in a new qualification period. A copy of this Notice must be sent to the

HUD Field Office. BY the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the City by letter of its right not to participate. The County and the City hereby stipulate to adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice and that failure to comply will void the automatic renewal for such period.

(u) Additional Warranties. By executing this Agreement City understands that it:

- a. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program.
- b. 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, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds if the state allows. An existing renewable agreement need not be amended to add this NOTE. It is included here only for purposes of clarification.); and
- c. Any allocation under the ESG program Herriman may entitled to would be based to their CDBG entitlement grant, and will not be applied for through the urban county.

(v) Enforcement of Civil Rights. The City represents that it has adopted and is enforcing:

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

(w) Same Requirements as Subrecipient. The City agrees that pursuant to 24 CFR § 570.501(b), it is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR § 570.503 (see Section VIII., Special Considerations, paragraph B.).

(x) Prohibition against Transfer. The City may not 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.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By _____
John E. Diaz
Deputy District Attorney
Salt Lake County

HERRIMAN CITY

By _____
Mayor or Designee

ATTEST:

Recorder

Reviewed and Advised as to Form and Legality:

Attorney for HERRIMAN CITY
Date _____