

RESOLUTION NO. _____

DATE: _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND THE BLUFFDALE REDEVELOPMENT AGENCY RELATING TO THE ADMINISTRATION OF BLUFFDALE REDEVELOPMENT AGENCY'S HOUSING ALLOCATION DOLLARS

WHEREAS, Salt Lake County ("County"), is a body corporate and politic of the State of Utah, created and existing under Utah Code Title 17; and

WHEREAS, Bluffdale Redevelopment Agency (the "Agency"), is a community reinvestment agency created and existing under Utah Code Title 17C; and

WHEREAS, County and the Agency are each "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code §§ 11-13-101 et seq. (the "Interlocal Act"), and as such, are authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers; and

WHEREAS, Utah Code § 11-13-215 authorizes a political subdivision to share its tax and other revenues with other political subdivisions; and

WHEREAS, pursuant to the Limited Purpose Local Government Entities—Community Reinvestment Agency Act, Utah Code §§ 17C-1-101 et seq. (the "Act")—specifically Utah Code § 17C-1-102(53)(c) the County is considered a "Public Entity." Moreover, pursuant to Utah Code § 17C-1-412(1)(a)(iii)—the County is authorized to receive Housing Allocation Dollars from a community reinvestment agency within Salt Lake County for use in providing income targeted housing within the boundary of the agency; and

WHEREAS, the Agency desires to transfer a portion of its Housing Allocation Dollars to County, subject to the terms and conditions contained in an Interlocal Cooperation Agreement ("Agreement"), that has been prepared for approval and execution by and between County and the Agency, a copy of which is attached hereto as Exhibit 1, which states the purposes thereof,

and the extent of the required participation of the parties and the rights, duties, responsibilities, and obligations of the parties in the administration of the Housing Allocation Dollars.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the attached Interlocal Cooperation Agreement between Salt Lake County and the Bluffdale Redevelopment Agency relating to the administration of the Agency's Housing Allocation Dollars is hereby approved by the Council and the Mayor is hereby authorized to execute the same on behalf of Salt Lake County.

[signature page to follow]

APPROVED and ADOPTED this ___ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

ATTEST:

Lannie Chapman
Salt Lake County Clerk

- Council Member Alvord voting _____
- Council Member Bradley voting _____
- Council Member Bradshaw voting _____
- Council Member Granato voting _____
- Council Member Harrison voting _____
- Council Member Stewart voting _____
- Council Member Stringham voting _____
- Council Member Theodore voting _____
- Council Member Winder Newton voting _____

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT 1
INTERLOCAL COOPERATION AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

BLUFFDALE REDEVELOPMENT AGENCY

Housing Allocation Transfer

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, with its address located at 2001 South State Street, Salt Lake City, Utah 84119 (“County”) and the BLUFFDALE REDEVELOPMENT AGENCY, a community reinvestment agency created under Title 17C, UTAH CODE (2023), with its business address located at 2222 West 14400 South, Bluffdale, Utah 84065 (the “Agency”). The County and the Agency may each be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. County is a body corporate and politic of the State of Utah, created and existing under Utah Code Title 17.

B. The Agency is a community reinvestment agency created and existing under Utah Code Title 17C.

C. The Parties are each “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 *et seq.* (the “Interlocal Act”), and as such, are authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

D. Additionally, Utah Code § 11-13-215 authorizes a political subdivision to share its tax and other revenues with other political subdivisions.

E. Pursuant to the Limited Purpose Local Government Entities—Community Reinvestment Agency Act, UTAH CODE §§ 17C-1-101 *et seq.* (the “Act”)—specifically Utah Code § 17C-1-102(53)(c) the County is considered a “Public Entity.” Moreover, pursuant to Utah Code § 17C-1-412(1)(a)(iii)—the County is authorized to receive Housing Allocation Dollars (as defined below) from a community reinvestment agency within Salt Lake County for use in providing income targeted housing within the boundary of the agency.

F. Accordingly, the Agency desires to transfer a portion of its Housing Allocation Dollars to County, subject to the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which the Parties hereby acknowledge, it is agreed as follows:

ARTICLE 1 — TRANSFER OF HOUSING ALLOCATION DOLLARS

1.1. Housing Allocation Dollars. For purposes of this Agreement, the term “Housing Allocation Dollars” shall have the same meaning as the term “Housing Allocation” is defined in Utah Code § 17C-1-102(28).

1.2. Salt Lake County Housing Trust Fund. The Agency agrees that, during the term of the Agreement, subject to annual appropriation by the Agency as set forth in Section 3.3 below entitled Non-Funding Clause, the Agency shall transfer to County an agreed upon sum of any Housing Allocation Dollars it receives.

1.3. Allowable Uses. County agrees to administer the Housing Allocation Dollars it receives from the Agency through the County’s Housing Trust Fund (Chapter 2.91, Salt Lake County Code of Ordinance, 2001) to provide income targeted housing within the boundary of the Agency, and as more specifically set forth in Exhibit A which is attached hereto and incorporated herein by reference.

ARTICLE 2 — COVENANTS AND AGREEMENTS

2.1 Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 *et seq.* (the “Immunity Act”). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

2.2 Liability and Indemnification.

2.2.1 The Parties agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither Party will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. The Parties agree that the requirements of this Paragraph will survive the expiration or termination of this Agreement.

2.2.2 The Agency specifically agrees to indemnify and hold County harmless, and defend County, its officials, officers, directors, employees, and representatives against any actual or threatened claims, damages, injuries, liabilities, losses, suits, judgments, causes of action, fines, penalties, costs and expenses of any nature, kind or description, however allegedly caused, resulting directly or indirectly from, or arising out of, the Agency’s transfer or payment of the Housing Allocation Dollars to County. The Agency agrees that its duty to defend and indemnify County under this Agreement includes all attorney’s fees, litigation and court costs, expert witness fees, and any sums

expended by or assessed against County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of County.

2.3 Recordkeeping. County agrees to maintain its books and records in such a way that any Housing Allocation Dollars received from the Agency will be shown separately on the County's books. County shall maintain records adequate to identify the use of the Housing Allocation Dollars for the purposes specified in this Agreement. County shall make its books and records available to the Agency at reasonable times.

2.4 County Representative. County hereby appoints Housing Trust Fund Program Manager as County Representative to assist in the administrative management of this Agreement and to coordinate performance of the services to be provided by Subrecipient under this Agreement.

2.5 Agency Representative. Agency hereby appoints its Executive Director to act as Agency's Representative in its performance of this Agreement. Agency's Representative shall have the responsibility of working with County to coordinate the performance of its obligations under this Agreement, and shall have the authority to bind the Agency in the performance of its obligations.

2.6 Administrative Fee. County shall have the right to retain ten percent (10%) of the Housing Allocation Dollars transferred to it to cover its costs associated with the ongoing administration of this Agreement and the Housing Allocation Dollars.

2.7 Termination.

2.7.1 Default. Either Party may terminate this Agreement if the other Party materially defaults in performing its obligations under this Agreement and the default remains uncured for a period of thirty (30) days following receipt of written notice from the other Party requesting termination. Both Parties have the right to terminate this Agreement, with or without cause, by giving the other Party ninety (90) days' written notice.

2.7.2 Effect of Termination. Upon termination of this Agreement for any reason, any unexpended Housing Allocation Dollars held by County shall be transferred to the Olene Walker Housing Loan Fund established under Utah Code § 35A-8, Part 5, for use in providing income targeted housing within the boundaries of Salt Lake County.

2.8 Agency's Participation. County agrees to provide the Agency with notice of each Housing Trust Fund Board proceeding related to the administration of the Housing Allocation Dollars and an opportunity to provide input, make proposals, and recommendations to the Board regarding the administration and use thereof. Such notices shall be sent to the Agency Representative identified in Section 2.5.

2.9 Cooperation. The Parties agree to cooperate with each other in the faithful administration and execution of this Agreement. The Parties agree, and the Agency acknowledges that County is the lead entity in this Agreement. County shall always seek the

advice, consent, and cooperation of the Agency in deciding the expenditure and/or administration of the Housing Allocation Dollars. However, if an impasse occurs between County and Agency regarding the expenditure and/or administration of the Housing Allocation Dollars, as the lead entity in this Agreement, County shall have the exclusive and undeniable right to move forward with any and all projects to spend the Housing Allocation Dollars according to the allowable uses under this Agreement within the Agency's jurisdiction, upon giving the Agency ninety (90) days' notice of its decision.

2.10 Earnings on Housing Allocation Dollars. County shall have the right to retain all interest earnings derived, obtained or generated from the Housing Allocation Dollars.

ARTICLE 3 — MISCELLANEOUS

3.1. Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Utah Code § 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by duly authorized attorneys on behalf of each Party pursuant to and in accordance with Utah Code § 11-13-202.5.

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

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken 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 Utah Code § 11-13-207, to the extent this Agreement requires administration other than as set forth herein, the Mayor or designee of the County and the Executive Director of the Agency are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

3.2. Term of Agreement. This Agreement shall take effect immediately upon the approval of this Agreement by both Parties as required by Utah Code § 11-13-202.5, and shall expire on June 30, 2028.

3.3. Non-Funding Clause.

(a) The Agency has requested or intends to request an appropriation of funds to be paid to County for the purposes set forth in this Agreement. If funds are not appropriated and made available beyond June 30, of the Agency's fiscal year in which this Agreement becomes effective, the Agency's obligation for performance of this Agreement beyond that date will be null and void. This Agreement places no obligation on the Agency as to succeeding fiscal years. The Parties agree that such termination of the Agency'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 Agency'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 County, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(b) If funds are not appropriated for a succeeding fiscal year to fund performance by the Agency under this Agreement, the Agency shall promptly notify County of such non-funding and the termination of this Agreement. However, in no event shall the Agency notify County of such non-funding later than thirty (30) days following the expiration of the Agency's fiscal year for which funds were last appropriated to fund performance by the Agency under this Agreement.

3.4. 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 Agency or County that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: a) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); b) war, acts or threats of terrorism, invasion, or embargo; or c) riots or strikes. If an Event of Force Majeure persists for a period longer than sixty (60) days, the Agency may terminate this Agreement without liability or penalty, effective upon written notice to County.

3.5. Notices. All notices to be given under this Agreement shall be made in writing and shall be given by delivery in person or by first class, registered or certified mail, postage prepaid. All notices shall be addressed in each case as follows:

County: Salt Lake County
Housing Trust Fund Program Manager & Director of the Office of
Regional Development
2001 South State Street
Salt Lake City, Utah 84119

Agency: Bluffdale City Redevelopment Agency
City Manager
2222 West 14400 South
Bluffdale, Utah 84065

3.6. Ethical Standards. County represents that it has not: a) provided an illegal gift in connection with this Agreement to any Agency officer or employee, or former Agency officer or employee, or to any relative or business entity of an Agency officer or employee, or relative or business entity of a former Agency 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) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any Agency officer or employee or former Agency officer or employee to breach any of the ethical standards set forth in State statute.

3.7. 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.

3.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by the Parties.

3.9. 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 Third District Court in and for Salt Lake County, State of Utah.

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

3.11. Agency. No officer, employee, or agent of the Agency or 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. County and the Agency 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.

3.12. 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.

3.13. 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.

3.14. Exhibits and Recitals. The Recitals set forth above and all exhibits, as applicable, 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.

3.15. 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.

[Signature Page Follows Below]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year recited above.

SALT LAKE COUNTY:

By: _____
Mayor or Designee

Date: _____

ORD Approval:

By: _____
Dina Blaes, Director

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

AGENCY:

By: _____

Name: _____

Title: _____

Date: _____

Attest:

Date: _____

Reviewed and Advised as to Form and
Legality:

By: _____

Date: _____

Exhibit A
Scope of Work

1. Accessory Dwelling Unit Homeowner Resource/Tool Kit. Bluffdale City seeks to incentivize and support the construction of ADUs as an important part of the city's affordable housing solution. To achieve this goal, Salt Lake County will work with Bluffdale City to develop an Accessory Dwelling Unit Resource Guide/Toolkit for Homeowners. The resource guide may include the following information to assist homeowners in the design and development of ADUs:
 - a. General overview of Bluffdale City goals for affordable housing and the role ADUs can play in achieving the goals.
 - b. Affordable Housing terminology
 - c. Brief statement about who benefits from ADUs—from the owners' perspective and the resident's perspective?
 - d. What is an ADU: Basement conversion, Converted Garage, stand-alone detached ADU, or Attached ADU (attached to the primary home or a detached garage).
 - e. Is Your Property Eligible for an ADU?
 - f. Maps where ADUS are permitted.
 - g. Description of Costs Associated with Building ADUs: Hard Costs, Soft Costs, Building permits and Fees.
 - h. Financing ADUs.
 - i. Permits and Applications: zoning and development standards, parking, setbacks, height requirements, etc.
 - j. Bluffdale City's current ADU FAQs would be incorporated through the document as appropriate.

Task Categories:

1. Project Management: Salt Lake County will take the lead. Bluffdale City will serve as the subject matter expert. Outside consultant(s) will:
 - a. Content development.
 - b. Graphic design and production (printed and/or electronic).
 - c. Design and execute a public education campaign to include earned and social media channels (Salt Lake County Office of Regional Development and Bluffdale City).

Project Cost: up to \$85,000

2. Affordable Housing Fund. Bluffdale City seeks to incentivize the preservation and/or production of affordable housing units to meet the requirements of the city's Moderate Income Housing Plan. To achieve this goal, Salt Lake County will work with Bluffdale City to establish an Attainable Housing Fund to finance two types of affordable housing projects:

- a. Accessory Dwelling Units
- b. Affordable Set-Aside Units within Market-rate Developments
- c. ALTERNATIVE APPROACH: establish an Attainable Housing Fund that responds to other eligible affordable or moderate housing needs of Bluffdale City, community needs, and the development community.

Task Categories:

- d. Project Management: Salt Lake County will take the lead. Bluffdale City will serve as the subject matter expert. Salt Lake County staff will:
 - i. Meet with developers, as identified by Bluffdale City staff, to gauge the development community's interest in participating with the city to achieve their affordable housing goals.
 - ii. Draft and administer one round of Request for Applications for each project type (of if the alternative approach is chosen, it will be one round for that fund).
 - iii. Determine, with Bluffdale City staff, the capital split of the Attainable Housing Fund dollars between the project types.
 - iv. Administer the review of proposals through the SLCO Housing Trust Fund Advisory Board with up to two additional representatives from Bluffdale City.
 - v. Administer the successful proposals through the completion of the awarded projects.
 - vi. Provide program reporting to Bluffdale City as requested.

Project Cost: \$2.5 million (5 ADUs @ \$75,000 each and \$2,125,000 for attainable unit buy-down)