

Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

12.3

Date Received (office use)	
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Date of Request	07/14/2017
Requesting Staff Member	Karen Wiley
Requested Council Date	07/18/2017
Topic/Discussion Title	Approval of Interlocal Agreement relating to Community Development Block Grants and HOME Partnerships
Description	As required by HUD, the County must enter into an interlocal agreement with newly incorporated Millcreek City, Copperton, Emigration Canyon, Kearns, Magna and White City Metro Townships to qualify those municipalities for participation in the CDBG and HOME Partnership programs.
Requested Action¹	Approval
Presenter(s)	Karen Wiley
Time Needed²	<5
Time Sensitive³	Yes
Specific Time(s)⁴	No
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	

Mayor or Designee approval: _____



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

ATTACHMENT

to the Interlocal Cooperation Agreement between Salt Lake County and City of Millcreek, Copperton Metro Township, Emigration Canyon Metro Township, Kearns Metro Township, Magna Metro Township and White City Metro Township, dated July 18, 2017 relating to the Conduct of Community Development Block Grant and HOME Partnerships Programs for Federal Fiscal Years 2018 through 2020 and successive 3 year periods thereafter.

STATEMENT OF LEGAL COUNSEL
FOR SALT LAKE COUNTY, UTAH

TO: Mayor Ben McAdams

FROM: Office of the Salt Lake County District Attorney

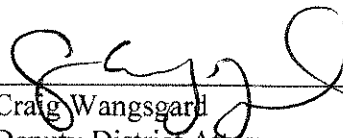
RE: Statement Required by HUD regarding the above Interlocal Cooperation Agreement ("Agreement")

DATE: July, 14, 2017

I have reviewed the foregoing Agreement and based on that review it is my opinion that the terms, conditions and other provisions thereof are fully authorized under state and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically, urban renewal and publicly assisted housing in cooperation with the above designated Cities pursuant to the Agreement.

Salt Lake County District Attorney

By



Craig Wangsgard
Deputy District Attorney
Civil Division

**SALT LAKE COUNTY COUNCIL
RESOLUTION**

RESOLUTION NO. _____

DATE July 18, 2017

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH CITY OF MILLCREEK, COPPERTON METRO TOWNSHIP, EMIGRATION CANYON METRO TOWNSHIP, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP AND WHITE CITY METRO TOWNSHIP RELATING TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND THE HOME INVESTMENT PARTNERSHIP PROGRAM

The Legislative Body of Salt Lake County resolves as follows:

WHEREAS, the County participates as an "urban county," as defined by federal regulation, in the Community Development Block Grant ("CDBG") and the HOME Investment Partnership ("HOME") programs administered by the U.S. Department of Housing and Urban Development ("HUD");

WHEREAS, the County entered into an interlocal cooperation agreement in 1993 with the then existing municipalities within Salt Lake County that did not receive separate CDBG and HOME program entitlement grants governing the parties participation in the CDBG and HOME programs as required by HUD as part of the urban county qualification process;

WHEREAS, the County entered into an interlocal cooperation agreement in 2006 with Herriman City, Holladay City, and Cottonwood Heights City governing the parties participation in the CDBG and HOME programs as required by HUD as part of the urban county qualification process;

WHEREAS, since that time City of Millcreek, Copperton Metro Township, Emigration Canyon Metro Township, Kearns Metro Township, Magna Metro Township and White City Metro Township, (the "Cities"), have become incorporated cities and wish to participate in the

CDBG and HOME programs as member cities in the urban county;

WHEREAS, HUD has required the County to enter into an interlocal agreement with the Cities in order for the County to be requalified as an urban county for federal fiscal years 2017, 2018, and 2019

WHEREAS, an Interlocal Cooperation Agreement (Agreement) has been prepared for approval and execution by and between the County and the Cities, 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 conduct and administration of the CDBG and HOME programs as specified therein; and

WHEREAS, under the Utah Interlocal Cooperation Act, Utah Code Annotated, 11-13-101 *et seq.*, (2017) any two or more public agencies may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service activity or undertaking which each public agency entering into the contract is authorized by law to perform.

NOW, THEREFORE, BE IT RESOLVED by the Salt Lake County Council that the attached Interlocal Cooperation Agreement between Salt Lake County and City of Millcreek, Copperton Metro Township, Emigration Canyon Metro Township, Kearns Metro Township, Magna Metro Township and White City Metro Township relating to the conduct of the CDBG and HOME programs is hereby accepted and approved by the Council and the Mayor is hereby authorized to execute the same on behalf of Salt Lake County.

APPROVED and ADOPTED this _____ day of _____, 2017.

SALT LAKE COUNTY COUNCIL

By: _____
Steven DeBry, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____
Council Member Winder Newton voting	_____

APPROVED AS TO FORM
District Attorney's Office

By: 
Attorney

CRAIG WANGSGARD

Date: 7-13-17

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

CITY OF MILLCREEK, COPPERTON METRO TOWNSHIP, EMIGRATION CANYON
METRO TOWNSHIP, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP AND
WHITE CITY METRO TOWNSHIP

relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT

AND

HOME INVESTMENT PARTNERSHIPS

PROGRAMS

for FEDERAL FISCAL YEARS 2018 THROUGH 2020

and successive 3 year periods thereafter

THIS AGREEMENT is entered into and shall be effective as of July 18, 2017, by and between Salt Lake County, Utah (the "County"), a body corporate and politic of the state of Utah, and City of Millcreek, a municipal corporation of the state of Utah located in Salt Lake County and Copperton Metro Township, Emigration Canyon Metro Township, Kearns Metro Township, Magna Metro Township and White City Metro Township, each one of which are metro townships of the state of Utah located in Salt Lake County, for ease of definition the City and Townships will be collectively called (the "Cities"),.

RECITALS

A. 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.*), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42U.S.C.12701 *et seq.*) collectively (the "Act "), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD").

B. The primary objective of the Act 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 Act in the form of community development block grant ("CDBG")and HOME Investment Partnerships ("HOME") 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 Act (the "CDBG and HOME programs").

C. To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG and HOME programs, published in 24 Code of Federal Regulations (CFR), Part 92 and Part 570 (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 entitlement grants from HUD for the conduct of CDBG program activities and HOME program activities as an urban county and that 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.

D. The County has heretofore qualified under the Regulations as an urban county and has received CDBG program funds from HUD by annual grant agreements since the inception of the CDBG Program in 1974, and has received HOME program funds since 1993. All of the municipalities located in the County which do not receive separate community development entitlement grants have been and will continue to be included as a part of the County in its CDBG and HOME programs.

E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of the Act, 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, and also providing that during the three-year period of qualification, no included city or other unit of general local government may withdraw from nor be removed from the urban county for HUD's grant computation purposes, and no city or other unit of general local government covering an additional area may be added to the urban county during that three-year period except where permitted by HUD regulations.

F. In 1993, as part of the three-year qualification process, the County entered into an interlocal cooperation agreement (the "1993 Agreement") with the then existing municipalities within Salt Lake County that did not receive separate CDBG and HOME program entitlement grants. The 1993 Agreement provided for an initial three year term with successive three year terms corresponding with HUD qualification periods, up to a maximum term of 50 years.

G. At the time the 1993 Agreement was executed, Herriman City, Holladay City, and Cottonwood Heights City were not incorporated cities and were part of the unincorporated county. In order to ensure participation in the urban county, the County, Herriman City, Holladay City, and Cottonwood Heights City entered into the 2006 Agreement authorizing the County to undertake or to assist in undertaking essential community development and housing assistance activities within the Cities as may be specified in the “Final Statement of Community Development Objectives and Projected Use of Funds” (the “Final Statement”) to be submitted to HUD annually by the County to receive its annual CDBG and HOME entitlement grants.

H. At the time the 2006 Agreement was executed, City of Millcreek, Copperton Metro Township, Emigration Canyon Metro Township, Kearns Metro Township, Magna Metro Township and White City Metro Township were not incorporated and were part of the unincorporated county. The City of Millcreek, Copperton Metro Township, Emigration Canyon Metro Township, Kearns Metro Township, Magna Metro Township and White City Metro Township were incorporated in January 2017. 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 that city’s approval. In order to ensure participation by the Cities in the urban county and as part of the fiscal year 2018-2020 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 and housing assistance activities within the Cities as may be specified in the “Final Statement of Community Development Objectives and Projected Use of Funds” (the “Final Statement”) to be submitted to HUD annually by the County to receive its annual CDBG and HOME entitlement grants.

I. 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. (2016), 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.

J. Accordingly, the County and the Cities have determined that it will be mutually beneficial and in the public interest to enter into this interlocal cooperation agreement regarding the conduct of the County's CDBG and HOME Program,

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 (the "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. The Cities hereby give the County the authority to carry out CDBG and HOME Program activities and projects within the Cities' respective municipal boundaries. By entering into this agreement with the County, the Cities shall be included as a part of the urban county for CDBG and HOME program qualification and grant calculation purposes. The period of performance of this agreement shall cover three CDBG and HOME Program years beginning July 1, 2018 and ending June 30, 2021 and successive 3-year periods thereafter. Each City will participate for the next three program years, and for each successive 3-year period thereafter up to a maximum term of 26 years, which shall result in this agreement having the same ultimate termination date as the 1993 Agreement. Subject to the termination provisions set forth in Paragraph 13, below, a City may terminate its participation in the agreement by giving written notice to the County prior to the commencement

of the next 3-year period; provided, however, that this agreement will remain in effect until the CDBG and HOME funds and income received in the 3-year period then in effect are expended and the funded activities completed. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-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 3-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.

2. The Cities and the County shall cooperate in the development and selection of CDBG 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 3-year covered by this agreement. The Cities understand and agree, however, that the County shall have final responsibility for selecting the CDBG and HOME program activities and projects to be included in each annual grant request and for annually filing the Final Statements with HUD.

3. 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 and HOME program funds and that as the grantee under the CDBG 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 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 program; and (2) may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.

Accordingly, the Cities agree that as to all projects and activities performed or conducted in the Cities under any CDBG or HOME program grant agreement received by the County which includes the Cities, that the County shall have the ultimate supervisory and administrative control.

4. The Cities shall cooperate fully with the County in all CDBG 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 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, specifically, urban renewal and publicly assisted housing, as they may be planned and specified in the County's Final Statements submitted annually to HUD for the expenditure of CDBG and HOME funds granted to the County for such activities.

5. 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 Final Statements 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 3 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 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 or HOME program to any subrecipients, the Cities shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) and 24 CFR 92.504 (HOME) of the Regulations.

6. All CDBG 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.

7. 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 Act, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG 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 period, and to submit the 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 certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws and to affirmatively further fair housing. In addition, the parties understand and agree that the County may not provide any CDBG funding for activities in or in support of any City that does not affirmatively further fair housing within its jurisdiction, or that impedes the County's actions to comply with its fair housing certification.

8. 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 individuals 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.

9. During the period of performance of this agreement as provided in Paragraph 1, 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 and 24 CFR 92.2 for the HOME 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 and HOME project agreements that will be entered into between the City and the County for the actual conduct of the CDBG 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 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 and HOME project agreements mentioned above.

10. The separate CDBG project agreements or sub-grants that will be entered into between the County and the Cities for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the Cities in whole or in part using CDBG Program funds. These standards will require the Cities to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

11. References within this agreement to the "Cities" should not be interpreted as a requirement for the Cities to act collectively. Each City is a separate party to this agreement and is subject to its terms and provisions without regard to the actions or omissions of any other City.

12. Any changes and modifications to this agreement shall be made in writing, shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD if necessary to comply with the Regulations.

13. This agreement shall be and remain in force and effect for the period of performance specified in Paragraph 1. When the County has been qualified by HUD as an urban county for a particular 3 year qualification period, neither the County nor any City may terminate this agreement or withdraw therefrom during that 3 year qualification period of performance; provided, however, if the County fails to qualify as an urban county or does not receive CDBG or HOME 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 or any City may withdraw from this agreement, subject to the termination provisions set forth in Paragraph 1.

14. If the County qualifies as an urban county and the City is included, during the three Program years for which the County has qualified, the parties agree not to veto or otherwise obstruct the implementation of the approved Comprehensive Housing Affordability Strategy (CHAS) during that three year period and for such additional time as may be required for the expenditure of CHAS funds granted for that period.

15. A unit of general local government 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. Found in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

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. § 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 Joint 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. § 11-13-202.5.

(q) Governmental Immunity. All Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. § 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 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 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.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the 18th day of July, 2017.

SIGNATURE PAGE FOR SALT LAKE COUNTY
TO
INTERLOCAL COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME PROGRAM
FOR
FEDERAL FISCAL YEARS 2018-2020 AND
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

SALT LAKE COUNTY

By: 
Mayor or Designee

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW
Salt Lake County District Attorney

 Deputy District Attorney

7-13-17

SIGNATURE PAGE FOR MILLCREEK
TO
INTERLOCAL COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME PROGRAM
FOR
FEDERAL FISCAL YEARS 2018-2020 AND
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

MILLCREEK

By: 
Jeff Silvestrini, Mayor

ATTEST:


Leslie Van Frank, Acting City Recorder

APPROVED AS TO FORM AND AS COMPATIBLE WITH STATE LAW

Millcreek City Attorney

SIGNATURE PAGE FOR COPPERTON METRO TOWNSHIP
TO
INTERLOCAL COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME PROGRAM
FOR
FEDERAL FISCAL YEARS 2018-2020 AND
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

COPPERTON METRO TOWNSHIP

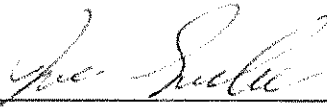
By: Ronald Patrick
Its: Chairman

APPROVED AS TO FORM AND AS COMPATIBLE WITH STATE LAW

Matthew Beach 7-11-17
Copperton Metro Township Attorney Date

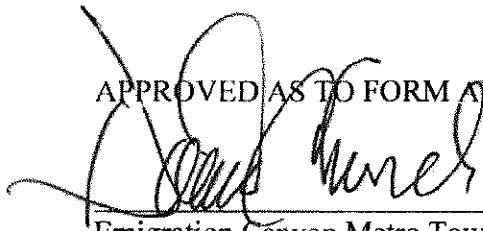
SIGNATURE PAGE FOR EMIGRATION CANYON METRO TOWNSHIP
TO
INTERLOCAL COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME PROGRAM
FOR
FEDERAL FISCAL YEARS 2018-2020 AND
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

EMIGRATION CANYON METRO TOWNSHIP

By:  7-10-17


Its: chairman

APPROVED AS TO FORM AND AS COMPATIBLE WITH STATE LAW


Emigration Canyon Metro Township Attorney / 7/11/17
Date


SIGNATURE PAGE FOR KEARNS METRO TOWNSHIP
TO
INTERLOCAL COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME PROGRAM
FOR
FEDERAL FISCAL YEARS 2018-2020 AND
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

KEARNS METRO TOWNSHIP

By: _____

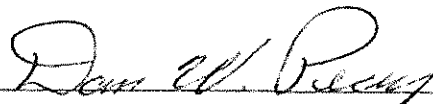
Its: Chairman_____

APPROVED AS TO FORM AND AS COMPATIBLE WITH STATE LAW

_____
Kearns Metro Township Attorney Date 7-11-17

SIGNATURE PAGE FOR MAGNA METRO TOWNSHIP
TO
INTERLOCAL COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME PROGRAM
FOR
FEDERAL FISCAL YEARS 2018-2020 AND
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

MAGNA METRO TOWNSHIP

By: 
Its: Council Chair

APPROVED AS TO FORM AND AS COMPATIBLE WITH STATE LAW

 6/29/17
Magna Metro Township Attorney Date

SIGNATURE PAGE FOR WHITE CITY METRO TOWNSHIP
TO
INTERLOCAL COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND HOME PROGRAM
FOR
FEDERAL FISCAL YEARS 2018-2020 AND
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

WHITE CITY METRO TOWNSHIP

By: Pauline F. Flint
Its: Chair

APPROVED AS TO FORM AND AS COMPATIBLE WITH STATE LAW

Paul H. Adkins 7-6-17
White City Metro Township Attorney Date