

RESOLUTION #23-21C

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT TO PARTICIPATE IN A LOCAL CONSORTIUM OF THE FEDEDRAL HOME PROGRAM AND AUTHORIZING THE CITY TO ENTER INTO AGREEMENTS FOR THE USE OF THE HOME FUNDS.

WHEREAS, the HOME Investment Partnership (“HOME”) Program, authorized by the HOME Investment Partnership Act and administered by the U.S. Department of Housing and Urban Development (HUD), allocates home funds to local governments for housing related activities; and

WHEREAS, the Act allows for the creation of a consortium of geographically contiguous units of general local government entities to be considered eligible to receive allocations of HOME funds; and

WHEREAS, government entities are authorized by the Utah Code to enter into agreements with each other to perform lawful governmental service, activity and undertaking; and

WHEREAS, the Sandy City (“City”) has determined that it would be mutually beneficial to the City and the region generally to enter into an interlocal agreement to participate in a local HOME Program consortium, with Salt Lake County acting as the lead agency, to address low income housing needs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sandy City as follows:

1. The Interlocal Cooperation Agreement between Salt Lake County and Sandy City, South Jordan, West Jordan City, West Valley City, and Taylorsville City relating to the HOME Investment Partnership Program for federal fiscal years 2024 through 2026 (attached as **Exhibit “A”**) is hereby approved;
2. The Mayor, serving as Chief Executive Officer of Sandy City, or her designee is hereby authorized to sign the Interlocal Cooperation Agreement;
3. All resolutions or portions thereof in conflict herewith are hereby repealed;
4. This resolution shall take effect upon passage by the Sandy City Council and recording as required by law.

DATED this 30th day of May, 2023.

DocuSigned by:

Alison Stroud

Alison Stroud, Chair
Sandy City Council

ATTEST:

DocuSigned by:

Wendy P.

City Recorder



RECORDED this 6th day of June, 2023

Exhibit "A"

Interlocal Cooperation Agreement between Salt Lake County and Sandy City, South Jordan, West Jordan City, West Valley City, and Taylorsville City relating to the HOME Investment Partnership Program for federal fiscal years 2024 through 2026

County Contract No.
District Attorney No. 23CIV000774

INTERLOCAL COOPERATION AGREEMENT

BETWEEN

SALT LAKE COUNTY

AND

SANDY CITY, SOUTH JORDAN, WEST JORDAN CITY, WEST VALLEY CITY, AND TAYLORSVILLE CITY

RELATING TO THE HOME INVESTMENT PARTNERSHIP PROGRAM

FOR FEDERAL FISCAL YEARS 2024 THROUGH 2026

This Agreement is made and entered into and shall be effective as of _____, 2023, by and between Salt Lake County ("County") a body corporate and politic of the State of Utah, and Sandy City, South Jordan, West Jordan City, West Valley City and Taylorsville City (the "Cities"), municipal corporations of the State of Utah located within Salt Lake County. County and Cities may be referred to jointly as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the HOME Program is authorized by the HOME Investment Partnerships Act, which is Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 U.S.C. 12701 et seq.) (the "Act"), and which permits and provides for the participation of the United States Government in a wide range of local housing activities and programs authorized under Title II of the Act (the "HOME Program") and administered by the U.S. Department of Housing and Urban Development ("HUD");

WHEREAS, Section 216(2) of the Act provides that a consortium of geographically contiguous units of general local government can be considered to be a unit of general local government for the purpose of the HOME Program;

WHEREAS, in accordance with Section 217(b)(3) of the Act, approved consortia of units of local governments are considered jurisdictions eligible to receive allocations of HOME funds by formula;

WHEREAS, the Parties are governmental entities and are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-1, *et seq.*, Utah Code Annotated, (2013) to enter into agreements with each other to perform any governmental service, activity and undertaking which each governmental entity is authorized by law to perform;

WHEREAS, the Cities and County have determined that it will be mutually beneficial and in the public interest to enter into an interlocal cooperation agreement to form a consortium in order to receive HOME funds and to participate in the HOME Program;

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the County and Cities agree as follows:

1. The Parties agree to cooperate to undertake or to assist in undertaking housing assistance activities pursuant to the HOME Program and agree, collectively, and individually, to affirmatively further fair housing.
2. The Parties authorize the County to act in a representative capacity for all members of the consortium for the purposes of the HOME Program. As the lead entity, the County may add new members to the consortium.
3. The Parties agree that the County, as the lead entity, shall assume overall responsibility for ensuring the consortium's HOME Investment Partnership Program is carried out in compliance with the requirements of the program, including requirements concerning Consolidated Plan as set forth in HUD regulations in 24 CFR Parts 91 and 92 and the requirements of 24 CFR 92.350.
4. This Agreement shall begin as of the above-mentioned date and shall continue for federal fiscal years 2024 through 2026 consistent with the Salt Lake County Urban County qualification. The Parties further agree that:
 - (a) this Consortium Agreement will, at a minimum, remain in effect until the HOME funds from each of the federal fiscal years of the qualification period are expended for eligible activities;
 - (b) no Consortium Member may withdraw from the Agreement while the Agreement remains in effect; and,
 - (c) this Agreement shall be governed by the requirements of the then current Consortium Qualification notice.
5. This Agreement has attached to it six (6) separate signature pages for each of the Parties to this Agreement, which shall be executed separately and attached to this Agreement after execution by the named Party and together with each other signature page and with this Agreement shall constitute the full Agreement of all the Parties.
6. No separate entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, the County Mayor or designee and the Cities mayors or designees, shall constitute a joint board for such purpose.
7. Any other real or personal property acquired by the Parties jointly under this Agreement, and paid for

by them, shall be divided as the Parties' representatives shall agree, or, if no agreement is reached, then it shall be divided according to their respective payment for the property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the Parties' proportionate share of the purchase of the item of property. If property is purchased at one Party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the Party which purchased it.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly authorized and executed by each on the dates specified on each signature page.

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SIGNATURE PAGE FOR SALT LAKE COUNTY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2024-2026

By: _____
Mayor or Designee

Administrative Approval:

By: _____
Division Director

Reviewed and Advised as to Form and Legality:

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

SIGNATURE PAGE FOR SANDY CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2024-2026

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR SOUTH JORDAN
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2024-2026

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR WEST JORDAN CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2024-2026

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR WEST VALLEY CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2024-2026

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR TAYLORSVILLE CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2024-2026

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____