INTERLOCAL COOPERATION AGREEMENT

between

MAGNA CITY

For its Magna United Communities That Care Coalition

and

UTAH STATE UNIVERSITY

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered as of the last date set forth on the signature page(s), whether signed in counterparts or otherwise, with an effective date of September 1, 2025, by and between Magna City, a political subdivision of the State of Utah (hereafter "Magna"), on behalf of the Magna United Communities That Care Coalition (hereafter "Magna United CTC"), and Utah State University (hereafter "USU"), a local education agency with offices at 920 W Levoy Dr, Taylorsville, UT 84123. Magna and USU may each be referred to herein as a "Party" and collectively as the "Parties". The purpose of this Agreement is to memorialize, clarify, define, and describe the responsibilities of the Parties in the funding of services for Granite Community Youth Court programming in Magna.

RECITALS

WHEREAS, Magna is a body corporate and politic of the State of Utah; and

WHEREAS, Utah State University a local education agency; and

WHEREAS, the Parties are authorized by the Utah Interlocal Cooperation Act, §11-13-101, et seq., U.C.A. (the Act), to enter into agreements with each other which will enable them to make the most efficient use of their powers; and

WHEREAS, the Parties desire to enter in an agreement whereby Magna, a Subgrantee to a federal grant, will provide funding so that USU may provide programming in Magna that will help build community capacity to address youth incidences of violence through an integrated community, public health, and public safety approach.

NOW THEREFORE, the Parties hereto agree as follows:

1. **Magna Responsibilities:**

1.1 Magna through Magna United CTC will work with the Salt Lake County Mayor's Office of Homelessness & Criminal Justice Reform to execute the U.S. Department of Justice Office of Justice Programs Community Based Violence Intervention and Prevention Initiative grant deliverables and reporting requirements.

1.2 Magna through Magna United CTC will engage in a strategic planning process, utilizing an outcomes-based assessment framework to create and develop a strategic violence reduction plan, this includes developing and finalizing a community assessment. The community assessment will include but is not limited to the assessment of risk and protective factors that contribute to youth substance abuse and violence to determine priority focus areas for intervention and service delivery.

1.3 Magna through Magna United CTC will work with USU to build community capacity to address youth incidence of substance abuse and violence through an integrated community, public health, and public safety approach.

1.4 Magna through Magna United CTC will host community board and workgroup meetings at least monthly to review progress and collaborate on sharing information and barriers.

1.5 Magna through Magna United CTC will complete a minimum of one site visit per year.

2. **Utah State University Responsibilities:**

2.1 USU, using its own discretion, will hire and supervise two part-time youth court staff to oversee the preparation and execution of the Magna youth court location and work with the Cyprus Network and Magna UPD. The youth court will work within the 84044 zip code of the Magna City and will include Cyprus High School, Matheson Jr. High, Copper Hills Elementary, Elk Run Elementary, Lake Ridge Elementary, Magna Elementary, and Pleasant Green Elementary.

2.1.1 The USU staff shall be:

2.1.1.1 Employees of USU

2.1.1.2 Trained in prevention and intervention sciences.

2.1.1.3 Trained in restorative justice and youth court principles.

2.1.1.4 Complete grant recommended training and continuous improvement requirements.

2.2 A representative of USU will attend and participate in monthly community board and workgroup meetings and work in collaboration with group projects and services.

2.3 One or both youth court staff will attend and participate in the quarterly Magna Juvenile Intelligence meetings and SLCo Peer Courts meetings.

2.4 USU will oversee the preparation of and the execution of youth court hearings, this includes but is not limited to processing new referrals, researching, and securing dispositions, and training and managing staff, volunteers, and interns.

2.5 USU will share data and work in collaboration with the Utah Criminal Justice Center (UCJC) which is contracted through the Safety & Success initiative to complete an evaluation on youth court.

2.6 USU will work with Magna United CTC to ensure federal grant measures are met and all necessary data is provided.

2.6.1 Quarterly reporting requirements shall be submitted by the 10th of every quarter to the Safety and Success Coordinator which includes but is not limited to referral and offense numbers, date of services provided, service hours, number and demographics of participants served, number and demographics of mentors, outcomes, pre and post participant surveys, and descriptions on culturally specific interventions and services.

2.6.2 Annual reporting requirements shall be submitted to the Safety and Success Workgroup Coordinator which includes but is not limited to summaries of the year's efforts and outcomes.

2.7 USU will submit an invoice by the 10th of every month which includes:

2.7.1 Detailed expenditure report that details how funds were used to support interventions and events related to the work, including, but not limited to costs of supplies and materials, reimbursements and time spent by personnel and/or contractors. The report must be sufficiently detailed such that Magna CTC and its agents can be assured of their accuracy and to meet federal auditing requirements.

2.8 USU will complete determination of suitability and background check on each employee and volunteer

2.8.1 The determination of suitability includes completing checks on the public sex offender and child abuse websites/registries (Utah Department of Corrections, National Sex Offender Public Website, and registry for each state the individual presently or has lived, worked, or gone to school at any time during the past five years), Criminal history registries and similar repositories of criminal history records (current and previous names), (18 and older) Finger print search (if legally unable to complete fingerprint then a name based search), Adult Close-Supervision with Juveniles & Mandatory Reporting Requirements reviewed and signed, and Confidentiality Notice reviewed and signed.

2.8.2 USU will assure that each employee or volunteer involved with services and activities rendered under this Agreement will agree to and sign a copy of the DHHS Provider Code of Conduct, Adult Close-Supervision with Juveniles & Mandatory Reporting Requirements, and Confidentiality Notice; and that signed copies will be maintained in the employee's or volunteer's file.

2.9 USU will submit to site visits as requested to demonstrate evidence-based program implementation and contract compliance.

2.10 As a subgrantee to a federal grant, USU shall adhere to the following:

2.8.1 Grant Terms, attached.

2.8.2 Conflicts of Interest

2.8.2.1 Subgrantee shall maintain written standards of conduct governing conflicts of interest and governing actions of its employee engaged in the selection, award, and administration of contracts and grants under this Agreement.

2.8.2.2 No employee, officer, or agent of the subgrantee may participate in the selection award, or administration of this Agreement, or any subaward or

subcontract, if they have a real or apparent conflict of interest, as further defined and described in 2 CFR 200.318(c)(1).

2.8.2.3 The officers, employees, and agents of the subgrantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subgrantee may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

2.8.2.4 Subgrantee's standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subgrantee.

2.8.3 Monitoring

2.8.3.1 Magna CTC, Salt Lake County, the United States Department of Justice, and any other authorized oversight body including but not limited to the Government Accountability Office, will have the right at any time and for any reason to monitor subgrantee's use of the grant funds under this Agreement, or any of subgrantee's subcontractors. Monitoring of subgrantee's use of the grant funds will be at the complete discretion of Magna CTC, Salt Lake County, the United States Department of Justice or any other authorized oversight body which will include but is not limited to subgrantee's fiscal operations and compliance with the terms, conditions, and attachments of this Agreement. Monitoring includes access to any and all records created and maintained under this Agreement, and financial statements related to this Agreement.

2.8.4 Record Keeping

2.8.4.1 Magna CTC, Salt Lake County, the United States Department of Justice or any other authorized representatives, will have access to

and the right at any time during normal business hours to examine, monitor, audit, excerpt, transcribe, and copy any records or files of the subgrantee involving transactions relating to this Agreement, including any agreements, contracts, purchase orders, or similar transactions between subgrantee and any partner or subcontractor related to this Agreement in any way. The subgrantee agrees to permit any of the forgoing parties to reproduce by any means or copy excerpts or transcriptions as reasonably needed and agrees to cooperate with all such aspects.

2.8.4.2 The subgrantee agrees to provide Magna, Salt Lake County, the United States Department of Justice or any other authorized representative of either, with access to construction or other work sites pertaining to work being completed under this Agreement.

2.8.4.3 Subgrantee shall keep detailed records of all expenditures subgrantee or its subcontractors make of the grant funds. Records must be sufficient to detail how the expenditure complies with this Agreement and the Grant Terms.

2.8.4.4 Subgrantee agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of Magna, subgrantee's record keeping practices and/or reporting to Magna are not conducted in a timely and satisfactory manner, Magna may demand the return of grant funds.

2.8.4.5 Subgrantee shall retain all records and documents relevant in anyway to this Agreement for at least eight (8) years after the close of the award from which the subgrantee's award was funded.

2.8.4.6 In a manner substantially similar to subgrantee's record keeping obligations found in this Agreement, subgrantee shall contractually require that all subcontractors document and track uses of the grant

funds, or determinations of eligibility for grant funds, and provide all such documentation to Magna.

2.8.4.7 If the subgrantee fails to document any expenditure of grant funds as provided in this Agreement, subgrantee shall repay to Magna all grant funds spent on unsupported or undocumented expenditures.

2.8.4.8 Subgrantee shall fully cooperate with Magna, Salt Lake County, the United States Department of Justice or any other authorized federal entity, in any investigations or audits into the use of grant funds.

2.8.5 Reporting and Certification

2.8.5.1 Subgrantee shall collaborate with Magna and Salt Lake County as needed to submit quarterly reports required by the United States Department of Justice including the information currently required by the United States Department of Justice as shown on Attachment C, which may be modified from time to time.

3. **Consideration:**

USU shall be reimbursed by Magna City in a total amount not to exceed $18,000 for costs authorized by this Agreement. Funding for this Agreement comes from pass through funds from the FY 2022 Department of Justice Community Based Violence Intervention and Prevention Initiative (CVIPI).

4. **Payment:**

USU shall be reimbursed as detailed in Exhibit 1 – Payment Schedule.

Payment may be withheld due to lack of data submission.

5. **Payment Schedule:**

Wages						
Staff 1	Wages	$9,000	Benefits	$0	Total	**$9,000**

Staff 2	Wages	$9,000	Benefits	$0	Total	**$9,000**
TOTAL COSTS FOR ALL STAFF						**$18,000**

6. **General Provisions:**

6.1 **Term.** This Agreement shall be effective on September 1, 2025, and shall terminate on September 30, 2026.

6.2 **Termination.** This Agreement may be terminated by either Party without cause upon thirty (30) days advance written notice to the other Party.

6.3 **Amendment.** This Agreement may be modified, but only by an instrument in writing signed by the Parties hereto.

6.4 **Representatives.** The Parties designate the following representatives to administer this Agreement and for the purpose of written notice:

MAGNA CITY:

Name
Email
Title
Division/Workplace n/a
Address Magna City
8952 W Magna Main St
Magna, UT 84044

UTAH STATE UNIVERSITY:

Name
Email
Title Director
Division/Workplace
Address
South Salt Lake, UT 84115

6.5 **Notices.** Any notice required hereunder shall be deemed sufficient, if given in writing to the Parties' designated representatives.

6.6 **Compliance with Applicable Laws.** The Parties shall comply with all applicable statues, laws, rules and regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement.

6.7 **Interlocal Cooperation Act.** In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows: (a) the Agreement shall

be approved by each Party pursuant to §11- 13-202.5 of the Interlocal Act, (b) the Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party, (c) a duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party, (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 pursuant to Section 11-13-209 of the Interlocal Act, and (e) no separate legal entity is created by the terms of this Agreement.

6.8 **Laws of Utah.** It is understood and agreed that this Agreement will be governed by the laws of the state of Utah both as to interpretation and performance. The venue for any and all legal actions arising hereunder shall lie in the District Court in and for the County of Salt Lake, State of Utah.

6.9 **Governmental Immunity, Insurance, and Indemnification.** The Parties are governmental entities as defined by the Governmental Immunity Act of Utah ("GIA"), Utah Code Ann. §§ 63G-7-101 to -904. Consistent with the terms of the GIA, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the GIA and all other appliable law nor does any party waive any limits of liability currently provided by the GIA. Both Parties maintain all privileges and immunities, and other rights granted by the GIA and all other applicable law. To the extent, and the event of, the GIA being held by a Court to not be applicable, each party shall maintain insurance or self-insurance coverage sufficient to meet the obligations and liabilities arising from this Agreement and each Party agrees to indemnify and hold harmless the other Party, against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

6.10 **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, board, or entity, other than the Parties hereto and their successors and assigns, any right or remedies by reason of this Agreement, as a third-party

beneficiary or otherwise.

6.11 **Relationship of the Parties.** Nothing contained in this Agreement shall constitute or be construed to create any partnership or agency relationship between the Parties, or to create any new entity.

6.12 **Entire Agreement.** This Agreement contains the entire agreement between the Parties and no statements, promises, or inducements not contained in this Agreement shall be binding or valid.

6.13 **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.

6.14 **Anti-Waiver Provision.** This Agreement may not be enlarged, modified, or altered, except by written amendment, signed by the Parties. Recipient understands that only the Salt Lake County Mayor or designee by executive order (available on the County's website) can execute an amendment to this Agreement. The failure of County to insist, in any one or more instances, upon a strict performance of any term or provision of this Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, unless expressly waived in a written and signed amendment.

6.15 **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, the Parties have executed this Agreement on the day and year first written above.

MAGNA CITY

Approved as to Form

By:_____

Date:_____

_____
City Attorney

MAGNA UNITED COMMUNITIES THAT CARE COALITION

By:_____

Date:_____

Attest:

_____
Clerk/Recorder

UTAH STATE UNIVERSITY

By:_____

Approved as to Form:

Printed Name:_____

Title:_____

_____

Date:_____