



CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
April 14, 2026 - WORK MEETING

Meetings of the City Council of Clearfield City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207 as amended. In such circumstances, contact will be established and maintained via electronic means and the meetings will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

55 South State Street
Third Floor
Clearfield, Utah

6:00 P.M. WORK MEETING

Presentation by EDCUtah

Discussion on Interlocal Agreement for the HOME Investment Partnership Program

Discussion on the Fiscal Year 2027 Proposed Budget

Discussion of the Recent National League of Cities Congressional Cities Conference

Department Updates

****ADJOURN THE CITY COUNCIL WORK MEETING****

Posted April 7, 2026.

/s/Chersty Titensor, Deputy City Recorder

The City of Clearfield, in accordance with the 'Americans with Disabilities Act' provides accommodations and auxiliary communicative aids and services for all those citizens needing assistance. Persons requesting these accommodations for City sponsored public meetings, service programs or events should call Nancy Dean at 801-525-2714, giving her 48-hour notice.

The complete public notice is posted on the Utah Public Notice Website - www.utah.gov/pmn/, the Clearfield City Website - ClearfieldCityUT.gov, and at Clearfield City Hall, 55 South State Street, Clearfield, UT 84015. To request a copy of the public notice or for additional inquiries please contact Nancy R. Dean at Clearfield City, nancy.dean@clearfieldcityut.gov & 801-525-2714



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Allison Barnes, CDBG Coordinator

MEETING DATE: April 14, 2026

SUBJECT: Discussion on Interlocal Agreement for the HOME Investment Partnership Program

RECOMMENDED ACTION

Staff recommends that the Mayor and Council approve the attached proposed Interlocal Cooperation Agreement between Clearfield City, Layton City, and Davis County.

DESCRIPTION / BACKGROUND

On November 28, 1990, the United States Congress enacted the Cranston-Gonzalez National Affordable Housing Act (Pub. L. 101-625, Nov. 28, 1990, 104 Stat. 4096.) Title II of the legislation entitled the HOME Investment Partnerships Act (hereinafter the "Act" or "HOME Program"), which authorizes the Secretary of the Department of Housing and Urban Development (hereinafter "HUD") to make funds available to participating jurisdictions for investment to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing in accordance with the Act.

The objectives of the HOME Program include:

- 1) Expanding the supply of decent, affordable housing for low and very-low income families;
- 2) Building state and local capacity to carry out affordable housing programs;
- 3) Providing for coordinated assistance to participants in the development of affordable low-income housing; and
- 4) Affirmatively further fair housing by promoting non-discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability); and ensure fair and equal housing opportunities for all.

Davis County has applied for and was awarded grant funding to operate the HOME Program. Pursuant to the Act and HOME regulations, since both Clearfield City and Layton City are HUD entitlement cities within the county, a HOME Consortium is required to be created so that all qualifying individuals, regardless of which city they are applying from are eligible to receive funding



from the HOME Program.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy

The proposed Interlocal Cooperation Agreement is intended to fulfill a grant requirement of creating a consortium to include Clearfield City and Layton City, the two HUD entitlement cities within Davis County. By creating this consortium, it will help to ensure that Davis County is awarded grant funding that will be available to qualifying individuals within Davis County (including Clearfield City).

HEDGEHOG SCORE

N/A

FISCAL IMPACT

There is no negative fiscal impact on the city.

ALTERNATIVES

Subject to alternative direction given by Council, Staff presents the following alternatives:

1. Council may instruct staff to proceed with the Interlocal Cooperation Agreement between Clearfield City, Layton City, and Davis County, as generally discussed and proposed.
2. Council may instruct staff to amending Interlocal Cooperation Agreement between Clearfield City, Layton City, and Davis County, subject to specifically articulated edits.
3. Council may instruct staff not to enter the Interlocal Cooperation Agreement between Clearfield City, Layton City, and Davis County.
4. Council may provide staff with alternative direction.

SCHEDULE / TIME CONSTRAINTS

Time is of the essence: Davis County is seeking to have this document perfected as soon as possible, but not later than the end of June 2026, to best ensure that the grant funding is in place and the HOME Program is operational and available beginning July 1, 2026.



LIST OF ATTACHMENTS

- Draft HOME Program Interlocal Cooperation Agreement between Clearfield City, Layton City, and Davis County

HOME INVESTMENT PARTNERSHIPS PROGRAM

INTERLOCAL COOPERATION AGREEMENT

Relating to the establishment and conduct of the Davis County HOME Consortium for

FEDERAL FISCAL YEARS 2027, 2028, and 2029

THE AGREEMENT is entered into by and between Davis County (hereinafter “County”), a political subdivision of the State of Utah, and an Urban County as defined by Section 102(a)(6) of the Housing and Community Development Act of 1974 as amended and the Cities of Clearfield and Layton hereinafter (“Metropolitan Cities”)

RECITALS:

- A. On November 28, 1990, the United States Congress enacted the Cranston-Gonzalez National Affordable Housing Act (Pub. L. 101-625, Nov. 28, 1990, 104 Stat. 4096.) Title II of the legislation entitled the HOME Investment Partnerships Act (hereinafter the “Act” or “HOME Program”), which authorizes the Secretary of the Department of Housing and Urban Development (hereinafter “HUD”) to make funds available to participating jurisdictions for investment to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing in accordance with the Act.
- B. The objectives of the HOME Program include: (1) Expanding the supply of decent, affordable housing for low and very-low income families; (2) Building state and local capacity to carry out affordable housing programs; (3) Providing for coordinated assistance to participants in the development of affordable low-income housing; and (4)

Affirmatively furthering fair housing by promoting non-discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability); and ensure fair and equal housing opportunities for all.

- C. Under the Act, a consortium of geographically contiguous Units of General Local Government (hereinafter “UGLG”), which separately may not qualify to receive HOME funding, may, by entering into a cooperation agreement in accordance with the requirements as set forth in the regulations, join for the purpose of receiving a HOME allocation and administering the HOME Program as a single Participating Jurisdiction (hereinafter “PJ”).
- D. A Metropolitan City is defined by the Community Development Block Grant Program funding (hereinafter “CDBG”) statute as a city that is receiving a CDBG entitlement grant. Layton and Clearfield, being designated as such, are eligible to join a HOME consortium to receive HOME funding.
- E. An Urban County is defined by Section 102(a)(6) of the Housing and Community Development Act of 1974 as amended. An Urban County is a county receiving a CDBG Entitlement Grant and includes UGLGs that sign an Interlocal Cooperation Agreement with the Urban County. Davis County, being designated as such, is eligible to join a HOME consortium to receive HOME funding. The Urban County includes Davis County and the Cities of Bountiful, Centerville, Clinton, Farmington, Fruit Heights, Kaysville, North Salt Lake, South Weber, Sunset, Syracuse, West Bountiful, West Point, and Woods Cross.

1. When a UGLG agrees to be part of an Urban County for the CDBG program, it also agrees to participate in the HOME program if the Urban County joins a consortium. Accordingly, when an Urban County joins a HOME consortium, a UGLG that is a member of the Urban County is included in the consortium through its participation in the Urban County. All UGLGs within Davis County that sign an Interlocal Cooperation Agreement to be included as a part of the Urban County for the CDBG program qualification and grant calculation purposes shall be included in the HOME Consortium participating through Davis County.
 2. A UGLG that has chosen to not join the Urban County to participate in the CDBG program may choose to join the HOME Consortium by signing the HOME Consortium Agreement. By signing the Consortium Agreement, the UGLG within the Urban County, not participating in the CDBG Urban County, becomes a member of the HOME consortium.
- F. Pursuant to the Act and HOME regulations, the Metropolitan Cities, and Davis County, an Urban County, intend to form a consortium that is eligible to receive HOME program grants as a Participating Jurisdiction (PJ) under the Act and shall direct its activities to the alleviation of housing problems within the State.
- G. The Act requires UGLGs acting as a consortium to submit a Consolidated Plan (CP) that covers the entire geographic area encompassed by the consortium.
- H. In accordance with section 91.402 of the Consolidated Plan Final Rule, all UGLGs that are Consortium Members are on the same program year that starts on July 1st and ends on June 30th for CDBG, and HOME Programs.

- I. Pursuant to 24 CFR 92.101(a)(2)(ii), the consortium must have one member UGLG authorized to act in a representative capacity for all members for the purposes of administering the HOME Program, and the representative member assumes overall responsibility for ensuring that the consortium's HOME program is carried out in compliance with the requirements of the HOME Program, including requirements concerning the Consolidated Plan; such member UGLG shall hereinafter be referred to as "Lead Entity".
- J. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Interlocal Cooperation Act, Utah Code Annotated, §11-13-101, *et. seq.*, 1953, as amended, any two or more agencies of the State may enter into agreements with one another for joint or cooperative action and any one or more agencies may contract with one another or with a legal or administrative entity created pursuant to that act to perform any governmental service, activity, or undertaking which each agency entering into the contract is authorized by law to perform.
- K. The parties hereto have determined that it will be mutually beneficial and in the public interest to enter into this Interlocal Cooperation Agreement regarding the formation and administration of a consortium under the HOME Act.

NOW THEREFORE, in consideration of the premises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. CONSORTIUM

- a. The Metropolitan Cities, and Davis County agree to act jointly as a consortium to become a Participating Jurisdiction to be known as the **Davis County HOME Consortium** (hereinafter collectively "DCHC" or "Consortium"); and

individually “Consortium Members” or “Members”). Davis County shall act as the Consortium governing authority (Lead Entity) for the purposes of applying for federal funding under the HOME Investment Partnerships Program and administering affordable housing programs, the members of the Consortium agree to cooperate to undertake or assist in undertaking HOME eligible housing assistance activities described in Title II of the Act, the latter to include, but not be limited to, acquiring, rehabilitating, constructing affordable housing, providing down-payment assistance and tenant-based rental assistance to serve eligible, qualified beneficiaries.

- b. As provided in Section 92.101, subpart C, of the HOME Final Rule, the Consortium’s status shall continue until HUD is notified that the Consortium is dissolved, or HUD revokes its designation as a PJ. A fully executed copy of this Interlocal Cooperation Agreement, together with the resolutions of all parties, shall be submitted to HUD as part of the Consortium’s qualification documentation.

2. DESIGNATION OF A CONSORTIUM MEMBER REPRESENTATIVE TO HUD

- a. The parties agree that Davis County shall serve as the Lead Entity and administer the Consortium through the staff of the Community and Economic Development Department, CDBG/HOME Division, of Davis County. Department staff shall provide effective leadership, support, and management of the Consortium’s required functions.

3. LEAD ENTITY RESPONSIBILITIES

- a. The parties hereto recognize and understand that the Lead Entity shall be the governmental entity required to execute all grant agreements received from

HUD pursuant to Lead Entity's request for HOME funds. The Lead Entity shall thereby become and shall be held by HUD to be legally liable and have full responsibility for the execution of the HOME Program. The Lead Entity shall be responsible for the Consortium's Five-Year Consolidated Plan with an annual Action Plan component and annual Action Plans for the remaining four years, as required.

- b. All projects and project applicants shall be reviewed and pre-screened for threshold criteria, compliance, and conformance with the relevant HOME rules, regulations, and guidelines by the Lead Entity, and only those which meet the requirements shall be eligible to be reviewed for funding recommendations by the "Davis County HOME Review Committee" (hereinafter, "Committee") described in Paragraphs 3(f) through 3(i) of this Agreement.
- c. The Lead Entity may also develop a pre-application or technical assistance process which would provide project assessment, technical assistance, and resource coordination to lesser experienced applicants.
- d. Threshold criteria developed for each funding round shall be developed by the Lead Entity. Such criteria shall be consistent with related plans from individual CDBG entitlement jurisdictions pursuant to §91.220 (hereinafter "Action Plans") and individual housing elements in each jurisdiction's master plans.
- e. The Lead Entity may develop a fair and appropriate system to assist in the selection of projects; such a system to reflect existing policy, priorities and criteria established by the jurisdictions' comprehensive housing plans, Consolidated Plan and Action Plans. Any such system must be reviewed and adjusted to reflect current conditions prior to each funding round.

- f. The parties agree that the Committee shall be established to provide guidance and make recommendations to the Lead Entity regarding Consortium activities. Further, the Committee shall provide input on items related, but not limited to, existing and potential HOME projects, programs, activities, and its policies and procedures.
- g. The parties agree that the Committee shall review project and program applications and that from those projects and programs determined eligible for funding by the Lead Entity pursuant to Paragraphs (b) through (e) above, the Committee shall recommend projects for funding.
- h. The parties agree that such Committee shall be comprised of three (3) voting members. The Committee shall include a representative selected by the legislative body of Layton City, Clearfield City Mayor or their designee, and a Davis County Commissioner or their designee. The Committee may also include up to four (4) additional nonvoting members including but not limited to, a representative from the Davis County Community and Economic Development department, and a community housing advocate.
- i. The purpose of the Committee shall be to review eligible projects for conformity to the priorities and policies included in the Consolidated Plan, Action Plans, relevant jurisdiction's comprehensive housing plans, and criteria established by the Committee including threshold criteria concerning periods of affordability, which may be more strict than those required by HOME regulations, as defined in §92.252.e. The Committee shall prioritize projects based on the evaluation described in this paragraph and make funding recommendations as constrained by the availability of funds.

- j. The Metropolitan Cities and Davis County agree that the recommendations made by the Committee shall be reviewed for final approval by the Davis County Commission subject to Paragraph 7 of this Agreement and other terms contained in this paragraph. All projects selected by the Committee must conform to the jurisdictions' comprehensive housing plan, Consolidated Plan, related Action Plans, and minimum criteria established.
- k. The Lead Entity's program, supervisory and administrative obligations to Consortium Members shall be limited to the performance of the administrative and program tasks necessary to make HOME funds available to them and to provide at least annual monitoring for the performance of their various projects funded with HOME funds throughout the corresponding period of affordability to ensure compliance with applicable Federal laws and regulations. The Lead Entity shall be responsible for determining eligibility and confirming the compliance of the HOME projects with applicable Federal laws and regulations.
- l. The Lead Entity shall make all of its financial records related to the administration of the HOME funds available for inspection to all persons, including representatives from corporations and governments, in accordance with its own policies and regulations and with State law.
- m. The Lead Entity will act to protect the Consortium's interest in enforcing and reviewing contracts, agreements, memorandums, and or any other legal instruments entered into in the process of administering the HOME Program and utilizing legal counsel to represent the Consortium while protecting these interests. The Metropolitan Cities agree to have the Davis County Attorney's Office staff act as head counsel in these matters.

4. GENERAL ADMINISTRATION

- a. Davis County, as the designated Lead Entity of the Consortium, has the ultimate and overall responsibility under the Act for ensuring that the HOME Program is carried out as required in 24 CFR, Part 92, including the submission and approval of a Comprehensive Housing Affordability Strategy for the use of HOME funds as set forth in Paragraph 5 below, which has been mutually agreed upon by all Consortium Members, and for providing all assurances or certifications as required under 24 CFR, Part 92. Therefore, Davis County requires the Metropolitan Cities, and the Metropolitan Cities require Davis County, to agree to strict adherence to the Program description as approved and to all assurances and certifications provided, including agreeing to take all actions necessary to assure compliance with certification under the Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing) and Title VI of the Civil Rights Act of 1964, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the Davis Bacon Act at 40 USC 276a, *et seq.* Davis County shall not provide HOME funds for activities or support any City that does not affirmatively further fair housing within its own jurisdiction or activities that impede Davis County's action to comply with Fair Housing certification. In addition, the Lead Entity is responsible for taking all required actions to comply with provisions of the National Environmental Policy Act of 1969. The Metropolitan Cities shall readily support the Lead Entity as requested to meet these requirements
- b. Annual allocation of HOME funds shall be based upon information listed by

HUD's "HOME Consortium Participating Members Percentage Report"

posted annually in HUD's HOME Consortium website for the corresponding Fiscal Year. Alternatively, shall HUD delay a timely posting of such Report, the allocation may be based upon an approximation estimated from the previous Fiscal Year allocation. The funds so dedicated to the PJ may be from any HOME funds, including program income, available to the Consortium. If funds are allocated to a City, but not used timely, as determined by agreement, by that jurisdiction, the Committee shall have the right to re-allocate those funds to other member jurisdictions in whole or in part.

- c. Disputes arising between Consortium Members regarding direction, policy, or procedure shall be resolved by the Committee. Should the Committee be unable to agree upon the resolution, it should be referred to the Legislative body of Davis County for resolution. All funding decisions made by the Davis County Commission related to HOME funds shall be based on the funding priorities identified in the adopted HOME Policies and Procedures manual and attached as Exhibit A to this agreement. Any changes to the funding priorities shall be approved by unanimous vote of the Committee. In addition, the Davis County Commission shall not approve funding for any project not identified in the funding priorities without unanimous approval of the Committee.
- d. Program Income, as defined at 24 CFR 92.2, generated by any HOME project will be held by the Lead Entity. Program Income shall be used first before any HOME funds are drawn or requested from HUD by the Lead Entity.
- e. Recaptured Funds. Recaptured funds received from any of the Consortium's

homebuyer programs during the period of affordability shall be held by the Lead Entity and shall be used for eligible activities and in accordance with HOME requirements.

- f. Monitoring. The Lead Entity shall be responsible for reviewing the performance of each subrecipient at least annually and shall continue to monitor projects and activities assisted with HOME funds during the corresponding period of affordability.
- g. Consortium Members shall cooperate with the Lead Entity for consolidation into one report the following reports, if applicable, for submission to HUD according to applicable deadlines: Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, Federal Cash Transaction reports, and annual HOME Consolidated Action Plan Evaluation Report(s) (CAPER) as well as preparing and submitting any other reports that are required by HUD.
- h. Repayments. Any HOME funds invested in housing projects that do not meet the affordability requirements, are terminated before completion, or are determined to be ineligible must be repaid to HUD by the Consortium.

5. AFFIRMATIVELY FURTHERING FAIR HOUSING

Each member of the Consortium agrees to affirmatively further fair housing. Davis County, as Lead Entity for the Consortium, will conduct an assessment of fair housing within the jurisdiction corresponding with the PJ's submittal of its Five-Year Consolidated Plan. Each Consortium Member will consider appropriate actions to overcome the effects of any impediments identified through that assessment and maintain records reflecting that assessment and actions in this

regard.

6. EFFECTIVE DATE, DURATION AND TERMINATION

- a. This Agreement shall go into effect October 1, 2026, and shall continue in full force and effect for the Federal Fiscal Years 2027, 2028, & 2029, (hereinafter, “Qualification Period”) during which the Consortium qualifies to receive HOME funds and which will end on September 30, 2029, unless HUD revokes the Consortium’s designation as a PJ, or Davis County fails to re-qualify as an Urban County for a Fiscal Year included in the Consortium’s Qualification Period, or the Consortium fails to receive a HOME allocation for the first Federal Fiscal year of the Consortium’s Qualification Period and does not request to be considered to receive a HOME allocation in the subsequent year. The terms of this Agreement cover the period necessary to carry out all activities that will be funded from funds awarded during the indicated qualification period. This Agreement remains in effect until the HOME funds from each of the Federal Fiscal Years of the Qualification Period are either expended on eligible activities or returned to HUD pursuant to 24 CFR 92.507. There is no obligation for any party to renew or amend this Agreement for an additional term. Any new term shall be negotiated and agreed upon in writing unanimously by the parties. No amendments shall apply or take effect unless made pursuant to Paragraph 12 “AMENDMENTS” contained herein.
- b. Pursuant to 24 CFR 92.101(e), during the Qualification Period additional UGLGs may join the Consortium, but no Consortium Members may withdraw from the Consortium or terminate this Agreement during the Qualification Period.

- c. New non-voting members may be added to the Consortium upon consent of a simple majority of the Committee. If a new member is added during the term of this Agreement, the parties will execute an amendment to this Agreement accordingly, and the parties agree to execute such further instruments as may be reasonably required to effect such amendment. The Agreement will be amended in the Federal Fiscal Year before the year in which the new member is to be added.

7. INTERLOCAL COOPERATION ACT.

The following provisions are included in this Agreement to comply with the requirements of the Interlocal Cooperation Act:

- a. Financing and Budget. The Provision for the financing of the cooperative actions contemplated by this Interlocal Cooperation Agreement and the budget thereof are found in Paragraph 4(b) hereof.
- b. Filing. The Parties shall each file a copy of this Agreement with the keeper of records of each of the parties hereto.
- c. Authorizing Resolutions. The Agreement shall take effect upon adoption of resolutions by the respective Legislative bodies of the Parties.
- d. Legal Opinion. Each of the parties has submitted this Agreement to its legal counsel for review as to proper form and compliance with applicable law.

8. INDEMNIFICATION.

All parties to this Agreement are governmental entities under the Utah Government Immunity Act as set forth in Title 63G, Chapter 7, Utah Code Ann., 1953 as amended. Consistent with the terms of that Act, it is mutually agreed that each party hereto shall be responsible and liable for its own wrongful or negligent acts

which it commits, or which are committed by its agents, officials, or employees.

None of the parties hereto waive any defenses otherwise available under the Utah Governmental Immunity Act.

9. LAWFUL AGREEMENT.

The parties represent each of them have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

10. UTAH LAW.

This Agreement shall be interpreted pursuant to the laws of the State of Utah.

11. INTERPRETATION OF AGREEMENT.

The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in the Agreement are for convenience only and do not constitute a part of the provisions hereof.

12. AMENDMENTS.

No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by unanimous written Agreement signed by the parties. The Agreement may be amended to add automatic renewal provisions or for other reasons upon written approval from the Denver HUD Field Office.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly authorized and executed by each jurisdiction on the date specified on the respective signature pages.

SIGNATURE PAGE FOR **DAVIS COUNTY**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029

DAVIS COUNTY, UTAH

John Crofts, Chair
Board of Davis County Commissioners
Dated: _____

ATTEST:

Brian McKenzie
Davis County Clerk
Dated: _____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME program. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

Chris Preston
Davis County Deputy Civil Attorney
Dated: _____

SIGNATURE PAGE FOR **THE CITY OF CLEARFIELD**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029

CITY OF CLEARFIELD, UTAH

Mark Shepherd
Mayor
Dated: _____

ATTEST:

Nancy Dean
City Recorder
Dated: _____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME program. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

Stuart Williams
City Attorney
Dated: _____

SIGNATURE PAGE FOR **THE CITY OF LAYTON**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029

CITY OF LAYTON, UTAH

Joy Petro
Mayor
Dated: _____

ATTEST:

Thieda Wellman
City Recorder
Dated: _____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME program. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

Clinton R. Drake
City Attorney
Dated: _____

EXHIBIT "A"
INTERLOCAL AGREEMENT

The prioritized initiatives are as follows:

1. Re-syndication and/or preservation of expiring deed restricted multi-family projects
2. New construction of deed restricted multi-family and single family affordable housing units
 - a. Single family projects must construct a minimum of 15 homes
3. Property acquisition for the purpose of constructing affordable multi-family and single family housing units
 - a. Single family projects must construct a minimum of 15 homes
4. Rehabilitation/conversion of existing buildings for affordable multi-family housing
5. Project based vouchers for the subsidization of rents for multi-family housing projects
6. Direct homebuyer assistance
7. Homeowner (owner-occupied) rehabilitation
8. Tenant based rental assistance (TBRA)