

TAYLORSVILLE, UTAH
RESOLUTION NO. 23-17

**A RESOLUTION OF THE CITY OF TAYLORSVILLE
APPROVING AN INTERLOCAL COOPERATION AGREEMENT AMONG THE CITY
OF TAYLORSVILLE, SANDY CITY, WEST JORDAN CITY, SOUTH JORDAN CITY,
AND WEST VALLEY CITY TO CREATE A CONSORTIUM RELATING TO THE
HOME INVESTMENT PARTNERSHIPS PROGRAM FOR FISCAL YEARS 2024-2026.**

WHEREAS, the Taylorsville City Council (the “Council”) met in regular session on June 21, 2023, to consider, among other things, approving an Interlocal Cooperation Agreement among the City of Taylorsville, Sandy City, West Jordan City, South Jordan City, and West Valley City to create a consortium relating to the HOME Investment Partnerships Program for fiscal years 2024-2026; and

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

WHEREAS, the Act 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; and

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; and

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; and

WHEREAS, the Parties are governmental agencies and are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-3-1, *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; and

WHEREAS, the Parties have determined that it would 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 participate in the HOME Program; and

WHEREAS, after much consideration, the Council has determined that it would be in the best interest of the health, safety, and welfare of the City’s citizens to approve the interlocal cooperation agreement to create a consortium among the Parties for the purpose of receiving HOME funds and participating in the HOME Program.

NOW, THEREFORE, BE IT RESOLVED by the Taylorsville City Council that the Interlocal Cooperation Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved, and the Mayor and City Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. 23-17, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the City Council of Taylorsville, Utah this ____ day of _____, 2023.

TAYLORSVILLE CITY COUNCIL

By _____
Council Chair

VOTING:

Meredith Harker	___ Yea ___	Nay
Ernest Burgess	___ Yea ___	Nay
Bob Knudsen	___ Yea ___	Nay
Curt Cochran	___ Yea ___	Nay
Anna Barbieri	___ Yea ___	Nay

PRESENTED to the Mayor of the City of Taylorsville for approval this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

Mayor Kristie S. Overson

ATTEST:

Jamie Brooks, City Recorder

DEPOSITED in the office of the City Recorder this ____ day of _____, 2023.

RECORDED this ____ day of _____, 2023.

EXHIBIT A

**INTERLOCAL COOPERATION AGREEMENT
TO CREATE CONSORTIUM FOR HOME FUNDING AND HOME PROJECT
PARTICIPATION
FISCAL YEAR 2024-2026**

May 31, 2023

Jennifer Wilson
Salt Lake County Mayor

Catherine Kanter
*Deputy Mayor
Regional Operations*

Dina Blaes
Regional Development Director

**Housing and Community
Development**

Michael R. Gallegos
*Housing and Community
Development Director*

RE: HUD HOME Consortium Interlocal Agreement

Dear Mayor Overson :

On May 4, you were notified of the requirement to requalify by an Interlocal Cooperation Agreement (ILA) between Salt Lake County as the lead entity and Sandy City, South Jordan City, Taylorsville City, West Jordan City and West Valley City relating to the HOME Investment Partnership Program (HOME) forming a consortium with the intent to participate in the HUD HOME Program for the Federal Fiscal Years 2024 through 2026.

In the May 4, notice a draft ILA was sent to you and to have your City Attorney to review and comment. One comment was received from West Jordan regarding when the last party to sign the ILA then the agreement effective on October 1, 2023. The attached ILA includes the comment received and is finalized for signature.

I ask that this ILA be signed and returned with a resolution to by June 22, 2023:

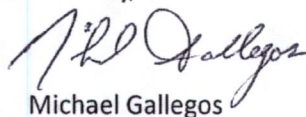
Derick Davis

dbdavis@slco.org

385-468-4900

Thank you very much for your city's participation in the HOME Housing Program. If you have any questions, please contact me at 385-468-4901 or by email at mgallegos@slco.org.

Sincerely,



Michael Gallegos

Division Director

Attachment: HOME Consortium Interlocal Agreement

C: Jim Spung

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 ("Agreement") is made and entered into as of the date that the last Party hereto executes the same, and shall be effective as of October 1st, 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, 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 County to act in a representative capacity for all members of the consortium for the purposes of the HOME Program. As the lead entity, County may add new members to the consortium.
3. The Parties agree that 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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**
John E. Diaz,
Deputy District Attorney
Salt Lake County

Digitally signed by John E. Diaz
Date: 2023.05.31 08:53:09
-06'00'

SIGNATURE PAGE FOR TAYLORSVILLE CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2021-2024

By: _____

Mayor or Designee

Reviewed and advised as to Form and Legality:

By: _____

Name: _____

Title: _____

Date: _____