

MILLCREEK, UTAH
RESOLUTION NO. 23-33

A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY RELATING TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT URBAN COUNTY PROGRAM FOR THE PROGRAM YEAR BEGINNING JULY 2024

WHEREAS, the Millcreek Council (“*Council*”) met on June 26, 2023, to consider, among other things, approving an Interlocal Cooperation Agreement with Salt Lake County relating to the conduct of the Community Development Block Grant Program Urban County Program (“CDBG”) for the program year beginning July 2024; and

WHEREAS, under the Utah Local Cooperative Act, Utah Code Ann. § 11-13-101, et seq. any two or more public agencies may enter into agreements with one another for joint or cooperative actions and may also contract with each other to perform any governmental service, activities, or undertakings which each public agency entered into a contract authorized by law to perform; and

WHEREAS, Salt Lake County and Millcreek are public agencies as contemplated in the Interlocal Cooperative Act which will result in a joint or cooperative action that each is authorized by law to perform; and

WHEREAS, Millcreek is eligible to be an entitlement entity under the CDBG program for the program year beginning July 2024 if it chooses to do so; and

WHEREAS, Millcreek has decided to remain a member of the Salt Lake CDBG Urban County Program; and

WHEREAS, Salt Lake County and Millcreek desire to enter into an Interlocal Cooperation Agreement to memorialize their respective roles in the Salt Lake CDBG Urban County Program; and

WHEREAS, the Interlocal Cooperation Agreement has been prepared for approval and execution by and between the County and Millcreek, 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 Salt Lake CDBG Urban County Program; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the public that Millcreek engage in a cooperative effort for the conduct of Salt Lake CDBG Urban County Program; and

WHEREAS, a copy of the Interlocal Cooperation Agreement is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Interlocal Cooperation Agreement attached hereto be accepted and approved, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same on behalf of Millcreek.

This Resolution assigned No. 23-33, shall take effect immediately on passage and

acceptance as provided herein.

PASSED AND APPROVED by the Millcreek Council this 26th day of June 2023.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:		
Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

INTERLOCAL COOPERATION AGREEMENT

**Between
SALT LAKE COUNTY
And
MILLCREEK**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2023, by the between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“County”) and MILLCREEK CITY, a Utah municipal corporation (the “City”). County and City are referred collectively to as the “Parties” and individually as a “Party.”

RECITALS

A. UTAH CODE ANN. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the “Act”) provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. The County and the City are public agencies for purposes of the Act.

D. City has been notified by HUD that it is eligible to be an entitlement entity under the Community Development Block Grant (CDBG) program for the program year beginning July 2024 if it chooses to do so.

E. Nevertheless, City has decided to remain a member of the Salt Lake CDBG Urban County Program.

F. The Parties wish to enter into this Agreement to memorialize their respective roles in the Salt Lake CDBG Urban County Program.

AGREEMENT

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

1. County Agrees:

(a) Beginning July 1, 2024, the City’s portion of the annual CDBG allocation will be based on the HUD CDBG formula for each of the three (3) years of the urban county interlocal

agreement. Sixty-five percent (65%) of the annual formula allocation for the City will be designated for hard cost activities to be carried out within the City jurisdiction, which will be passed through to the City by a subgrant agreement.

(b) City shall have full discretion on the use of the passthrough CDBG Hard Costs funds for eligible uses as defined by the 24 CFR 270 Regulations, generally including eligible infrastructure, housing, public facilities improvements, and economic development. The City will submit details of the activities to be funded in accordance with the process established for the annual Request for Application (RFA) for the Urban County.

(c) To oversee and manage City's hard cost projects which includes all CDBG monitoring, billing, and reporting requirements.

(d) Prepare the Annual Action Plan and Comprehensive Annual Performance and Evaluation Report (CAPER) including information provided by Millcreek City.

(e) Provide opportunities for Millcreek to participate in any meetings of the Salt Lake Urban County.

(f) Provide training opportunities offered by Salt Lake County and HUD on the CDBG program.

(g) Provide technical assistance to City as requested.

2. City Agrees:

(a) The County shall retain thirty-five percent (35%) of the funds apportioned to the City to support the human service needs of the urban county eligible population including the City residents that will also leverage the additional funding from the Social Services Block Grant. In addition, up to an amount that represents twenty percent 20% of the City formula portion will be used for general administration that includes oversight, monitoring and technical assistance the County will provide to the City.

(b) To appoint a representative to the County Community and Social Services Advisory Committee that make funding recommendations to the Urban County Mayor's.

(c) Provide County with information for the Annual Action Plan and the Comprehensive Annual Performance and Evaluation Report (CAPER).

(d) Participate in meetings of the Salt Lake Urban County Program.

(e) Participate in trainings offered by Salt Lake County and HUD on the CDBG program.

3. Duration and Termination

This Agreement shall take effect upon execution and terminate June 30, 2027, and shall be subject to the annual HUD formula allocations for each year and the formula apportion to the City. Any unspent funds in one year will roll over to the next year within the three-year agreement. If any unspent CDBG funds remain unspent at the end of the three-year agreement, the County and City will work with HUD to make the increase adjustments to the new Millcreek City Entitlement allocation.

4. Additional Interlocal Act Provisions. In compliance with the requirements of the Act and other applicable law:

(a) No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.

(b) Joint Board. As required by UTAH CODE ANN. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the City's designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed of in accordance with this Agreement.

(c) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) Manner of Acquiring, Holding or Disposing of Property. The Property shall be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

5. General Provisions. 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.

(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 hereto 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 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.

(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, certified mail postage prepaid and addressed to the Parties at their respective addresses.

(k) 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.

(l) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity 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. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) 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 Agreement upon any contract, 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 County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); 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 or County ordinances.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

MILLCREEK

By _____
Mayor or Designee

ATTEST:

Recorder

Reviewed and Advised as to Form and Legality:

Attorney for Millcreek
Date _____