

WEST BOUNTIFUL CITY

RESOLUTION #535-23

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST BOUNTIFUL CITY AND DAVIS COUNTY RELATING TO THE CONDUCT OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2024, 2025, AND 2026

WHEREAS, the Utah Interlocal Cooperation Act, codified at *Utah Code Ann § 11-13-101, et seq.*, as amended (the "Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to provide joint services or engage in cooperative action; and

WHEREAS, in accordance with the terms and conditions of the Act, Davis County and West Bountiful City desire to cooperate with regards to the Community Development Block Grant (CDBG) as more particularly described in the Interlocal Cooperation Agreement between West Bountiful City and Davis County (the "Interlocal Cooperation Agreement"), which is attached hereto as Exhibit A; and

WHEREAS, West Bountiful and Davis County have determined that it is desirable and in the best interests of the community and the public to enter into the Interlocal Cooperation Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Bountiful City, Utah as follows:

1. The Interlocal Cooperation Agreement is approved.
2. The effective date of the Interlocal Cooperation Agreement shall be on the soonest date that all of the provisions of the Act have been satisfied to trigger the effective date of the Interlocal Cooperation Agreement; and
3. This Resolution shall become effective immediately upon its adoption.

ADOPTED by the City Council of West Bountiful City, Utah this 2nd day of May 2023.


Kenneth Romney, Mayor

| Voting by the City Council: | <u>Aye</u> | <u>Nay</u> |
|-----------------------------|-------------------------------------|--------------------------|
| Councilmember Ahlstrom | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Councilmember Bruhn | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Councilmember Enquist | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Councilmember Preece | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Councilmember Wood | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

ATTEST:


Cathy Brightwell, Recorder



319/2023

INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT
OF A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOR FEDERAL FISCAL YEARS 2024, 2025, AND 2026

This Agreement is between Davis County, Utah, a body politic and corporate and legal subdivision of the state of Utah (the "County"), and the City of West Bountiful, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" in this Agreement.

RECITALS

A. In 1974, the United States Congress enacted the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) (the "Act"); and

B. The primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

C. To implement the objectives of the Act, the United States Department of Housing and Urban Development ("HUD") has issued regulations governing the conduct of the Community Development Block Grants ("CDBG") program, published in 24 Code of Federal Regulations ("CFR"), Part 570 (the "Regulations"); and

D. Pursuant to the Regulations, a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations and Section 102(a)(6) of the Act, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

E. The county has qualified as an urban county and is eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

F. Pursuant to the Regulations, certain units of general local government located within the County's boundaries, including the City, may be included in the urban county for qualification and grant calculation purposes by entering into cooperation agreements with the County; and

G. The Parties desire to enter into this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby agree as follows:

1. This Agreement covers the CDBG entitlement program, as delineated under the Act and the Regulations. Through this Agreement, the City is a part of the County (as an urban county under the Act and Regulations) for CDBG qualification and grant calculation purposes.
2. By executing this Agreement, the City acknowledges, understands, and agrees with all of the following:
 - A. The City may not apply for grants from appropriations under the State CDBG program for the Three-year Qualification Period.
 - B. The City may receive a formula allocation under the HOME program only through the County, as an urban county under the Act. Thus, even if the County does not receive a HOME formula allocation, the City is precluded from forming a HOME consortium

with other local governments. The provisions of this subsection directly above, however, do not preclude the County or the City from applying to the state of Utah for HOME funds, if allowed by the state of Utah.

- C. The City may receive a formula allocation under the Emergency Solutions Grants ("ESG") program only through the County, as urban county under the Act. The first sentence of this subsection does not preclude the County or the City from applying to the state of Utah for ESG funds, if allowed by the state of Utah.
3. The period covered by this Agreement is federal fiscal years 2024, 2025, and 2026 (the "Three-year Qualification Period"). This Agreement commences on October 1, 2023 and will remain in effect through the later of September 30, 2027, or until the CDBG funds and program income received (with respect to activities carried out during the Three-year Qualification Period) are expended and the funded activities completed. The Parties acknowledge and agree that they may not terminate this Agreement and may not withdraw from this Agreement while it remains in effect.
4. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. The City agrees and authorizes the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries, including CDBG program activities and projects within the City's municipal boundaries. The City further agrees and authorizes the County to undertake essential community development and housing assistances activities within the City's municipal boundaries. More specifically, the Parties agree to cooperate in the development and selection of CDBG program activities and projects to be conducted or performed within the City's municipal boundaries.
5. The Parties agree to:
 - A. Take all actions necessary to assure compliance with the County's certification under Section 104(b) of the Act; specifically, to conduct and administer the grant in conformity with the Civil rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152.
 - B. Comply with Section 109 of the Act, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968.
 - C. Comply by signing the assurances and certifications in the HUD 424-B.
 - D. Comply with all other applicable laws; and
 - E. Comply with the applicable provisions of the grant agreements received by the County from HUD as well as the rules, regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program.
6. The Parties acknowledge, understand, and agree that the County may not provide any CDBG funding for activities in or in support of any cooperating unit of general local

government, including the City that does not affirmatively further fair housing within its jurisdiction, or that impedes the County's actions to comply with the County's fair housing certification.

7. The City affirms that it has adopted and is enforcing:
 - A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
8. The Parties agree not to veto or otherwise obstruct the implementation of the approved consolidated plan. The Parties further agree that the County has the final responsibility for selecting CDBG program activities and projects as well as submitting the consolidated plan to HUD.
9. Pursuant to Section 570.501(b) of the Regulations, the Parties acknowledge and agree that the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in Section 570.503 of the Regulations.
10. The Parties acknowledge and agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations; rather, CDBG funds must be used for activities eligible under Title I of the Act
11. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows:

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| <u>To the City:</u> West Bountiful City Administrator: Duane Huffman 550 N 800 W West Bountiful, Utah 84087 | <u>To the County:</u> Davis County Attn: CDBG Grants Administrator P.O. Box 618 Farmington, UT 84025 |
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12. No separate legal entity is created by this Agreement.
13. This Agreement will be authorized and approved by the legislative body of each Party by resolution or ordinance in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement will be filed with the keeper of records of each Party in accordance with Section 11-13-209, Utah Code Annotated, as amended. Moreover, this Agreement will be submitted to the authorized attorney for each Party for a legal opinion satisfying the Act and in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended.
14. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which agreements, if any, are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement.

15. This Agreement and its provisions may not be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
16. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
17. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.


[This space is left blank intentionally. Signature pages follow.]

SIGNATURE PAGE FOR DAVIS COUNTY, UTAH, TO THE INTERLOCAL
COOPERATION AGREEMENT RELATING TO THE CONDUCT OF A COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FEDERAL FISCAL YEARS
2024, 2025, AND 2026

DAVIS COUNTY, UTAH



Lorene M. Kamalu, Chair
Board of Davis County Commissioners
Dated: 5/9/23

ATTEST:


Brian McKenzie
Davis County Clerk
Dated: 5-9-23

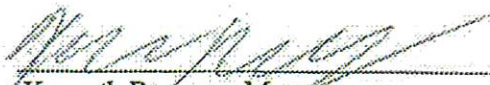
LEGAL OPINION

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 County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.


Robert Tripp
Davis County Deputy Civil Attorney
Dated: _____

SIGNATURE PAGE FOR THE CITY OF WEST BOUNTIFUL, UTAH,
TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE
CONDUCT OF A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM FOR FEDERAL FISCAL YEARS 2024, 2025, AND 2026

CITY OF WEST BOUNTIFUL, UTAH


Kenneth Romney, Mayor

Dated: May 2, 2023

ATTEST:


Cathy Brightwell, City Recorder

Dated: May 2, 2023



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 County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.


Stephen B. Doxey

Attorney for the City of WEST BOUNTIFUL

Dated: 5/3/2023