

RESOLUTION R2026-20

A RESOLUTION FOR THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ENTERING INTO AN INTERLOCAL AGREEMENT TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIP PROGRAM FOR FEDERAL FISCAL YEAR 2027 THROUGH 2029

WHEREAS, the HOME Investment Partnerships Act (the “Act”) administered by the U.S. Department of Housing and Urban Development (“HUD”), creates a grant program from the United States Federal Government which provides funding for state and local governments to create affordable housing for low-income households; and

WHEREAS, the HOME Program authorized under Title II of the Act, and provides for grant funds to be used in a wide range of local housing activities and programs and allows for a consortium of geographically contiguous eligible local governments can be considered one unit for purposes of the HOME Program; and

WHEREAS, the Utah Interlocal Cooperation Act, Section 11-13-1, et seq., Utah Code Annotated, (2013) authorizes public entities 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 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; and

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; and

WHEREAS, Salt Lake County will assume overall responsibility for ensuring the consortium’s HOME Investment Partnership Program and carry out compliance with the requirements of the program; and

WHEREAS, The South Jordan City Council finds that entering into a consortium to provide services under the HOME Program will enhance the public health, safety and welfare of South Jordan Residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authorization. The City Council hereby authorizes Mayor Pro Tempore to sign the Interlocal Cooperation Agreement between Salt Lake County and Sandy City, South Jordan City, West Jordan City, West Valley City, Herriman City, and Taylorsville City relating to the Home Investment Partnership Program for Federal Fiscal Years 2027 through 2029 as attached.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS 19th DAY OF MAY, 2026 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Don Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor Pro Tempore: _____
Tamara Zander

Attest: _____
Anna Crookston, City Recorder

Approved as to form:



Office of the City Attorney

County Contract No.
District Attorney No. 26CIV000557

INTERLOCAL COOPERATION AGREEMENT

BETWEEN

SALT LAKE COUNTY

AND

SANDY CITY, CITY OF SOUTH JORDAN, WEST JORDAN CITY, WEST VALLEY CITY, HERRIMAN CITY, AND TAYLORSVILLE CITY RELATING TO THE HOME INVESTMENT PARTNERSHIP PROGRAM

FOR FEDERAL FISCAL YEARS 2027 THROUGH 2029

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, 2026, by and between Salt Lake County ("County") a body corporate and politic of the State of Utah, and Sandy City, City of South Jordan, West Jordan City, West Valley City, Herriman 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 has the authority to amend the Agreement to 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 2027 through 2029 consistent with the Salt Lake County Urban County qualification. This Agreement is for the Federal Fiscal Years of 2027, 2028, and 2029, which for program implementation means for the Federal Fiscal Year 2027, the program year is from July 1st, 2027, to June 30th, 2028, for the Federal Fiscal Year 2028, the program year is from July 1st, 2028, to June 30th, 2029, and for the Federal Fiscal Year 2029, the program year is from July 1st, 2029, to June 30th, 2030. 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 or returned to HUD;
 - (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 seven (7) 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.

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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

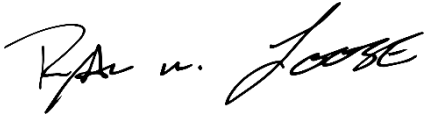
Reviewed and Advised as to Form and Legality:

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

SIGNATURE PAGE FOR SANDY CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2024-2026

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:



By: Ryan W. Loose
Title: City Attorney
Date: May 13, 2026

SIGNATURE PAGE FOR SOUTH JORDAN
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2024-2026

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR WEST JORDAN CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2024-2026

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR WEST VALLEY CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2024-2026

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR TAYLORSVILLE CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2024-2026

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR HERRIMAN CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2024-2026

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality

By: _____
Name: _____
Title: _____
Date: _____