

**AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT FOR
THE PROSPERITY CENTER OF EXCELLENCE**

This Agreement is made and entered into by and between Weber County (“County”), Weber-Human Services (“WHS”), and the Weber-Morgan Health Department (“WMHD”) for the creation and operation of the Prosperity Center of Excellence (“Center”).

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Act”), permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, the Parties hereto are all public agencies as defined under the Act, and

WHEREAS, the Parties each have statutory responsibilities to help address a variety of social, public, and behavior health problems, which include, among other things, intergenerational poverty, social determinants of health, substance abuse, and economic development; and

WHEREAS, the Parties have identified a need to address these problems by combining interdisciplinary expertise and forming cross-sector coalitions that will engage community stakeholders to identify root causes to those problems, remove systematic barriers, and work toward a common goal of collective well-being for all Weber County residents; and

WHEREAS, the Parties desire to establish an organization called the Prosperity Center of Excellence to lead efforts in aligning partners and programs from industry, education, social-sector organizations, government, and public sector bodies; and

WHEREAS, the Parties plan to utilize the Center to integrate and navigate complex economic, social, and workforce development systems to deliver improved outcomes for all Weber County residents;

NOW THEREFORE, in consideration of the promises and obligations herein contained, the Parties agree as follows:

**SECTION ONE
PURPOSE AND SCOPE**

1. The Parties will jointly establish the Center and operate it with the following goals:
 - a. Center will act as an integrator and capacity builder by leading and aligning cross-sector collaboration among key partners, such as community health, behavior health, human services, non-profits, education, industry,

government, local and regional economic development agencies, and the community;

- b. Center will take a unified approach to addressing and preventing community health issues such as substance abuse, mental health, housing and homelessness, recidivism, social mobility, intergenerational poverty, and other social determinants of health by researching, applying for and braiding funding, and allocating dollars efficiently to maximize benefit to tax payers, the community, and future generations; and
 - c. Center shall seek to yield immediate short-term cost efficiencies and improve community health outcomes that lead to a replicable, scalable, and self-sustaining models over the long term.
2. Center will operate as a department of the County.

SECTION TWO ADMINISTRATION

1. The Center will operate at the direction of an Administrative Board (“Board”) comprising of one member of the Weber County Commission and the Executive Directors for WHS and WMHD.
2. The Parties shall jointly provide funding for the Center, including the employment of a full-time conditional employee that will serve as Executive Director for the Center.
 - a. The Executive Director’s salary (which includes the price of benefits) shall be divided between the Parties as follows: County shall contribute 38.71%, with WHS and WMHD each contributing 30.65%.
 - b. All base-budget and non-grant funded expenditures will be divided equally, with each party covering 1/3 of those expenses.
 - c. Each year the Board shall coordinate to determine the Center’s funding needs by developing an annual budget to present to each Party’s governing body for consideration and approval. Funding is conditional upon the Center receiving sufficient yearly budget allocations from each of the Parties.
 - d. All grant-funded expenditures shall be made in accordance to a signed funding agreement with the granting entity.
3. As a department of the County, the Center and its employees are subject to all governing countywide policies, including any policy related financial reporting and personnel matters.

4. Executive Director shall be an at-will employee of County, but shall be jointly managed by the Board. The Board shall set performance standards and conduct evaluations of the Director in accordance with approved County performance policies. Director's responsibilities include, but are not limited to, working with the Board to:
 - a. Develop and maintain relationships with industry, education, social-sector, government, and public-sector organizations to draw awareness of, interest in, and engagement with the Center;
 - b. Align the Intergenerational Poverty Initiative ("IGP") with WHS and WMHD prevention teams;
 - c. Facilitate and support the Welfare Reform Commission and other Board assigned community activities by integrating diverse subject-matter expertise among community stakeholders;
 - d. Proactively assist in the design, strategy, and implementation of IGP interventions;
 - e. Strategically design and develop meeting agendas to achieve specific outcomes;
 - f. Communicate and connect with key stakeholders outside of the standard meeting times;
 - g. Keep records that go beyond documentation by empowering teams to revise and learn from interactions;
 - h. Conduct, at a minimum, quarterly meetings for each committee, create regular updates and correspondence, and arrange meeting logistics to maximize participants' time and contributions;
 - i. Research best practices, social science data, and statistics and connect with national organizations to support the work of the IGP initiative;
 - j. Assist in grant and proposal development, grant team coordination, and obtaining social impact funding to include state, federal, and philanthropic funding opportunities that may benefit the Center and the integration/alignment of community well-being;
 - k. Assist in the development and coordination of materials, communications, and presentations for local, state, and national meetings, conferences, panels, and webinars, etc., and work with Weber County's marketing consultants and WHS and WMHD public information officers to engage in a social media campaign to benefit the work of the Center;

- l. Create contents for regular postings on the Center’s social media platforms including, but not limited to, Facebook, Twitter, Instagram, and YouTube;
- m. Provide public speaking and represent the Center at local, state, and national meetings;
- n. Assist County, WHS, and WMHD with understanding legislative and policy implications as they pertain to the IGP initiative and community engagement;
- o. Align with partners to work toward a shared digital platform, memorandums of understanding, and data sharing agreements for outcomes tracking;
- p. Work with community partners to solicit funding, prepare grant applications, and communicate the value of the program and its outcome to elected officials, key community members, and donors; and
- q. Perform such other duties as required by the Board.

**SECTION THREE
MISCELLANEOUS PROVISIONS**

- 1. Amendment. This Agreement may be changed, modified, or amended by written agreement of the Parties, upon adoption of appropriate resolutions from the Parties, and upon meeting all other applicable requirements of the Act.
- 2. The term of this Agreement shall commence when resolutions are signed by the Parties and filed with the keeper of records of each Party, as required by the Act, and shall end fifty years after the date this Agreement becomes effective.
- 3. Any Party may suspend or terminate this Agreement upon written notice to the other, provided notice is given at least six months in advance of such termination. Upon termination of this Agreement, all available funds shall be distributed among the current Parties in proportion to their most recent annual contribution.
- 4. Entire Agreement. This Agreement, together with any written amendments, shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except for the resolutions of each Party herein attached and incorporated by reference.
- 5. Documents on File. Executed copies of this Agreement shall be placed on file with the keeper of records for each Party and shall remain on file for public inspection for the duration of this Agreement.
- 6. Governing Law. It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.

7. The Parties acknowledge that this Agreement is subject to the provisions and procedures contained in the Act, and they agree to process, approve, manage, and archive this Agreement in accordance with the provisions of the Act. In addition to other requirements, the Parties specifically agree as follows:
 - a. This Agreement does not establish an interlocal entity to conduct the cooperative undertaking described above.
 - b. This Agreement shall be authorized and adopted by resolutions of the legislative body of each Party and reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to Section 11-13-202.5.
8. Non-transferable. The rights, duties, powers and obligations of this Agreement may not be transferred, assigned, or delegated without the consent of the Parties.
9. Notices. Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, three business days after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the following respective addresses:

Board of Weber County Commissioners, 2380 Washington Blvd., Ste. 320,
Ogden, UT 84401

Prosperity Center of Excellence, 2380 Washington Blvd., Ste. 320, Ogden, UT
84401

Weber Human Services, 237 26th St., Ogden, UT 84401

Weber-Morgan Health Department, 477 23rd St., Ogden, UT 84401
10. No Third Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.
11. Rules of Construction and Severability. Standard rules of construction, as well as the context of this Agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the

validity of the remaining portions of this agreement. It is thus the intention of the Parties that each provision of this agreement shall be deemed independent of all other provisions herein.

12. Severability. If any provisions of this agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.
13. Warranties. Each Party represents and warrants that it is a public agency within the meaning of the Act, is authorized to execute and deliver this Agreement, and there is no litigation, legal action, or investigation between the Parties that would adversely affect this Agreement.

[Signatures on Following Pages]

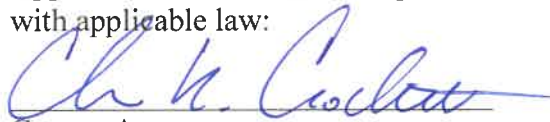
BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
James H. "Jim" Harvey, Chair

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved as to form and compliance
with applicable law:



County Attorney

Date: 7/27/21

WEBER HUMAN SERVICES

By: _____
Robert Hunter, Chair

ATTEST:

Approved as to form and compliance
with applicable law:

Human Services' Attorney

Date: _____

WEBER-MORGAN HEALTH DEPARTMENT

By: _____
Dr. Frank Brown, Chair

ATTEST:

Approved as to form and compliance
with applicable law:

Health Department Attorney

Date: _____