

**INTERLOCAL AGREEMENT BETWEEN WEBER HOUSING
AUTHORITY AND WEBER COUNTY**

THIS INTERLOCAL AGREEMENT is made effective the _____ day of May 2026, by and between Weber County, a political subdivision of the State of Utah (the “County”) and the Weber Housing Authority (the “Authority”) with the County and the Authority collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Authority will comply with the Utah State Code requirements for Housing Authorities; and

WHEREAS, the Authority is a separate legal entity from the County; and

WHEREAS, the Authority was awarded CDBG funding through the State of Utah and the County is the sponsoring entity for CDBG funding;

WHEREAS, the Authority intends to provide emergency rental assistance to low-income households in Weber County;

NOW THEREFORE, for the reasons recited above, and in consideration of the mutual covenants and agreements contained herein, the County and the Authority, do mutually agree and undertake as follows:

**SECTION ONE
TERM**

- A. This Agreement shall be for a period of three (3) years, commencing on July 1, 2026, unless otherwise terminated as herein provided.
- B. This Agreement may be extended by mutual agreement in writing signed by all Parties.
- C. Any Party may terminate any rights and obligations under this Agreement at any time by giving ninety (90) days written notice of its intention to terminate to withdraw from this agreement.

**SECTION TWO
SCOPE OF OVERSIGHT SERVICE**

The County shall fulfill its obligations as the sponsoring entity for CDBG funding for the Authority. The Authority shall provide the following documentation to the County to verify CDBG expenditures:

- A. General ledger with all CDBG payments
- B. Backup documentation on each household provided assistance

- C. Voided check payments on each expenditure for emergency rental assistance
- D. Drawdown schedule from WebGrants

**SECTION THREE
INTERLOCAL AGREEMENT**

- A. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the Parties agree as follows
 - 1. This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;
 - 2. This Agreement shall be 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 of the Interlocal Act ;
 - 3. A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;
 - 4. Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and
 - 5. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Executive of the Authority and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

**SECTION FOUR
MISCELLANEOUS**

- A. Amendment
This agreement may be changed, modified or amended by written agreement of the Parties.
- B. Captions and Headings
The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- C. Counterparts
This Agreement may be executed in counterparts by the Authority and the County.
- D. Governing Law

This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

E. Indemnification

The Authority and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. ("Act"). Subject to the provisions of the Act, the Authority and the County agree to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Authority or the County under the Act.

F. Insurance

Authority will agree to provide its own liability insurance on an annual basis and the Authority is not covered under the County's insurance policy.

G. Authority and Employment Status

For the purpose of performing all the services pursuant to this agreement, County employees shall be considered County employees and not employees of Authority. Authority employees shall be considered Authority employees and not employees of the County.

- Signatures on Following Page -

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective as of the date first above written.

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
Chair

Commissioner Harvey voted _____
Commissioner Bolos voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved as to Form:


Deputy Weber County Attorney

Date: _____

WEBER HOUSING AUTHORITY

By Andrea Beadles
Andrea Beadles, Executive Director

Approved as to Form:



Matthew M. Wilson
Weber Housing Authority Attorney