

INTERLOCAL COOPERATION AGREEMENT
between
WEBER COUNTY
and
WEBER-MORGAN HEALTH DEPARTMENT

This Interlocal Agreement, effective upon the date of full execution below, is made and entered into by and between Weber County ("COUNTY"), a political subdivision of the State of Utah, and the Weber-Morgan Health Department ("DEPARTMENT"), an inter-local entity and political subdivision of the State of Utah (collectively, "Parties," or individually, "Party").

WITNESSETH

WHEREAS, the Office of Housing and Urban Development (HUD) awarded funding to the DEPARTMENT to implement HUD's Healthy Homes Production Grant Program (PROGRAM); and

WHEREAS, Under 24 CFR 58, HUD requires a "responsible entity" (RE) to assume the responsibility to perform environmental reviews for projects under the PROGRAM; and

WHEREAS, HUD encourages local governments to be responsible for environmental reviews in cases where the grants are made to an agency that does not qualify as an RE; and

WHEREAS, the DEPARTMENT does not qualify as an RE under 24 CFR 58.2(7); and

WHEREAS, the COUNTY, as a unit of general local government, qualifies as an RE; and

WHEREAS, Utah's Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et al, permits local government units to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, any powers, privileges, and authority exercised, or capable of exercise, by such public agencies; and

WHEREAS, the DEPARTMENT has requested that the COUNTY serve as the RE over DEPARTMENT projects funded by the PROGRAM, and the COUNTY is willing to be the RE over such projects; and

WHEREAS, requests for release of funds from the PROGRAM must be executed by the RE's "Certifying Officer" as defined in 24 CFR 58.2(2); and

WHEREAS, the RE may delegate the Certifying Officer's authority, established in 24 CFR 58.13, to another agency to sign and take legal authority for the environmental reviews on behalf of the RE; and

WHEREAS, the COUNTY is willing to designate an officer of the DEPARTMENT as the Certifying Officer for DEPARTMENT projects funded by the PROGRAM and for purposes of 24 CFR 58.13.

NOW, THEREFORE, the COUNTY agrees to be the RE over DEPARTMENT projects funded by the PROGRAM and to designate an officer of the DEPARTMENT as the Certifying Officer; **and** the DEPARTMENT agrees to assume the responsibilities of the Certifying Officer on the COUNTY'S behalf, including the responsibility to perform environmental reviews under the PROGRAM; subject to the following terms and conditions:

I. COUNTY HEREBY:

1. Assumes the role of RE for DEPARTMENT projects funded by the PROGRAM under 24 CFR 58.
2. Delegates to the DEPARTMENT the authority to designate a Certifying Officer for DEPARTMENT projects funded by the PROGRAM and to prepare and conduct environmental reviews per 24 CFR 58.

II. DEPARTMENT SHALL:

1. Designate a Certifying Officer on behalf of the COUNTY, and as such, shall be responsible for preparing and conducting all PROGRAM environmental reviews on behalf of the COUNTY. The DEPARTMENT'S designee shall be an officer of the DEPARTMENT, and the COUNTY reserves the right to veto the DEPARTMENT'S designation.
2. Ensure that the Certifying Officer complies with all PROGRAM requirements applicable to the Certifying Officer.
3. Assist the COUNTY in identifying and carrying out actions that the COUNTY must perform in its capacity as an RE.
4. Perform a Tier 1 Assessment of the PROGRAM target area and submit findings to HUD for approval prior to beginning any repair or remediation work.
5. Perform Tier 2 site-specific reviews prior to committing HUD funds to any project. Using the protocols established at the Tier 1, the site-specific review will determine and document the project's adherence to all established protocols and remaining requirements as defined in the Tier 1 review.
6. Submit all Environmental Reviews to the HUD Environmental Review Online System (HEROS).

III. TERM

The term of this agreement shall commence on the date of full execution below and shall terminate on October 31, 2027. Upon mutual consent of the Parties, this term may be extended to accommodate any outstanding obligations of one Party to the other.

IV. TERMINATION

This agreement may be terminated any time by mutual written consent of the Parties.

The COUNTY may terminate this agreement for default of agreement by the DEPARTMENT by giving written notice to the DEPARTMENT at least thirty (30) days before the desired date of termination. The DEPARTMENT shall have the opportunity to cure the default during this 30-day noticing period. If the DEPARTMENT cures the default before the COUNTY's date of termination, then the COUNTY shall withdraw its termination of the agreement.

V. INDEMNIFICATION and GOVERNMENT IMMUNITY

Both Parties are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. ("Immunity Act"). Subject to the provisions of the Immunity Act, each Party agrees to indemnify and hold harmless the other Party—including 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 indemnifying Party's negligent or wrongful act or omission, breach of this Agreement, or noncompliance to the PROGRAM rules. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Parties under the Immunity Act.

VI. INTERLOCAL ACT PROVISIONS

The following terms and conditions satisfy the requirements of the Interlocal Cooperation Act under Sections 206 and 207 if not already satisfied above:

1. **Manner of Financing.** The DEPARTMENT shall be responsible for all costs associated with this Agreement.
2. **Disposal of Property.** The Parties do not intend to share ownership of property or funding in relation to this agreement. Therefore, upon termination of this agreement, each Party shall assume sole responsibility over its own property or funding acquired or used for the purposes of this agreement.
3. **Administrator.** The administrator of this Agreement shall be the Certifying Officer designated by the Health Department under Section II.1 above. The administrator shall have all powers associated with the Certifying Officer under the PROGRAM and shall serve as the representative of this agreement when working with HUD to carry out the PROGRAM.

VII. MISCELLANEOUS

1. **Amendments.** This agreement may only be modified by mutual written agreement of the Parties.

2. **Laws of Utah.** The provisions of this agreement shall be governed by the laws of Utah and subject to the jurisdiction of the courts of Utah if not explicitly governed by Federal law.
3. **Notices.** Any notices required in connection with the agreement shall be sent to the following:

COUNTY

Weber County Commission
 C/O Commission Chair
 2380 Washington Blvd, Suite #360
 Ogden, Utah 84401

DEPARTMENT

Brian Cowan, Health
 Officer/Director
 Weber-Morgan Health
 477 23rd Street
 Ogden, Utah 84401-1507

4. **Authorization to Perform.** Each Party represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

This Interlocal Agreement is **FULLY EXECUTED** as of the latest dated signature below:

WEBER COUNTY,

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

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

Date: _____

ATTEST:

By: _____
 Ricky Hatch, Clerk/Auditor

WEBER-MORGAN HEALTH DEPARTMENT

By: _____
 Brian Cowan, M.P.H., LEHS
 Local Health Officer

Date: _____