

RESOLUTION NO. R- 39 -2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING AN INTERLOCAL COOPERATION AGREEMENT TO
PARTICIPATE IN THE UTAH VALLEY HOME CONSORTIUM**

PREAMBLE

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended, permits local governmental units including cities, counties, interlocal agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, the United States Housing and Urban Development (HUD) HOME Program promotes and provides support for affordable housing for moderate, low, and very low-income households; and

WHEREAS, the Eagle Mountain City Council desires to help first-time home buyers obtain affordable homes; and

WHEREAS, there exists in Utah County a consortium of cities receiving HOME Program grants directed to moderate and low-income, first-time home buyers; and

WHEREAS, the City Council has determined that it will be mutually beneficial and in the public interest to enter this Interlocal Cooperation Agreement regarding the formation and administration of a consortium under the HOME Act.

NOW THEREFORE BE RESOLVED by the City Council of Eagle Mountain City; Utah as follows:


1. The HOME Investment Partnerships Program Interlocal Cooperation Agreement relating to the establishment and conduct of the Utah Valley HOME Consortium UNITED STATES HOUSING AND URBAN DEVELOPMENT PROGRAM attached hereto as Exhibit A is hereby approved.
2. That this Resolution shall take effect immediately upon passage.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of May, 2025.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Gina L. Olsen, CMC
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 20th day of May, 2025.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input type="checkbox"/> Rich Wood	<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input checked="" type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright



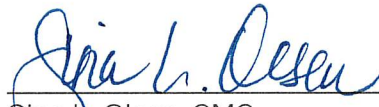

Gina L. Olsen, CMC
City Recorder

EXHIBIT A

**HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT**

Relating to the establishment and conduct of the
Utah Valley HOME Consortium

**UNITED STATES HOUSING AND URBAN DEVELOPMENT HOME PROGRAM
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028**

HOME INVESTMENT PARTNERSHIPS PROGRAM

INTERLOCAL COOPERATION AGREEMENT

Relating to the establishment and conduct of the Utah Valley HOME Consortium

UNITED STATES HOUSING AND URBAN DEVELOPMENT HOME PROGRAM

for **FEDERAL FISCAL YEARS 2026, 2027, AND 2028**

THE AGREEMENT is effective as of October 1, 2025, and is entered into by and between Provo City (hereinafter “Provo”), a municipal corporation of the State of Utah, City of Orem (hereinafter “Orem”), City of Lehi (hereinafter “Lehi”), City of Eagle Mountain (hereinafter “Eagle Mountain”), and Utah County, an Urban County as defined by Section 102(a)(6) of the Housing and Community Development Act of 1974 as amended.

RECITALS:

- A. On November 28, 1990, the United States Congress enacted the Cranston-Gonzalez National Affordable Housing Act (Pub. L. 101-625, Nov. 28, 1990, 104 Stat. 4079). Title II of this legislation, known as the HOME Investment Partnerships Act (the “Act” or “HOME Program”), authorizes the Secretary of the Department of Housing and Urban Development (“HUD”) to make funds available to participating jurisdictions. These funds are intended to increase the number of families with access to decent, safe, sanitary, and affordable housing while also expanding the long-term supply of affordable housing in accordance with the Act.
- B. The primary objective of the HOME Program include: (1) Expanding the supply of decent, affordable housing for very low-and low-income families; (2) Building state

and local capacity to carry out affordable housing programs; (3) Providing for coordinated assistance to participants in the development of affordable low-income housing; (4) Affirmatively furthering fair housing by promoting non-discrimination in the sale, rental, and financing of dwellings, as well as other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and individuals securing custody of children under the age of 18), and disability, and ensuring fair and equal housing opportunities for all.

- C. Under the Act, a consortium of geographically contiguous Units of General Local Government (hereinafter “UGLG”), which individually may not qualify to receive HOME funding, may enter into a cooperation agreement - provided it meets regulatory requirements - to collectively receive a HOME allocation and administer the HOME Program as a single Participating Jurisdiction (hereinafter “PJ”).
- D. A Metropolitan City as defined by the Community Development Block Grant (CDBG) Program, is a city that receives a CDBG entitlement grant. Provo, Orem, Lehi, and Eagle Mountain being designated as metropolitan cities, are eligible to join a HOME consortium to receive HOME funding.
- E. An Urban County is defined by Section 102(a)(6) of the Housing and Community Development Act (HCDA) of 1974, as amended, as a county that qualifies for and receives a CDBG entitlement grant. An Urban County includes UGLGs that have signed an Interlocal Cooperation Agreement with the Urban County to participate in the CDBG Program. Utah County, being designated as such, is eligible to join a HOME consortium to receive HOME funding.

1. When a UGLG agrees to be part of an Urban County for the CDBG program, it also agrees to participate in the HOME Program if the Urban County joins a HOME consortium. Accordingly, if an Urban County joins a HOME consortium, any UGLG that is a member of the Urban County is included in the consortium through its participation in the Urban County. All UGLGs within Utah County that sign an Interlocal Cooperation Agreement to be included as a part of the Urban County for the CDBG program qualification and grant calculation purposes must be included in the HOME Consortium, participating through Utah County.
 2. An UGLG that has chosen not to join the Urban County to participate in the CDBG Program may still choose to join the HOME Consortium by signing the HOME Consortium Agreement. By signing this agreement, the UGLG within the Urban County, while not participating in the CDBG Urban County, becomes a member of the HOME Consortium and is eligible to receive Home funding.
- F. Pursuant to the Act and HOME Program regulations, Provo, Orem, Lehi, Eagle Mountain, and Utah County intend to form a consortium that is eligible to receive entitlement grants as a PJ under the Act and must direct its activities to the alleviation of housing problems within the State.
- G. The Act requires UGLGs acting as a consortium to submit a Consolidated Plan (CP) that covers the entire geographic area encompassed by the consortium.
- H. In accordance with 24 CFR 91.402 all UGLGs that are members of the HOME Consortium must be on the same program year, which runs from July 1st to June 30th for both CDBG and HOME Programs.

- I. Pursuant to 24 CFR 92.101(a)(2)(ii), a HOME consortium must have one member UGLG authorized to act in a representative capacity for all members for the purposes of administering the HOME Program, and the representative member assumes overall responsibility for ensuring that the consortium's HOME Program carried out in compliance with the requirements of the HOME Program, including requirements concerning the Consolidated Plan ; such member UGLG must hereinafter be referred to as "Lead Entity".
- J. Under general provisions of Utah law governing contracting between governmental entities, and pursuant to the specific authority granted by the Interlocal Cooperation Act, Utah Code Annotated, §11-13-101, *et. seq.*, 1953, as amended, any two or more agencies of the State may enter into agreements for joint or cooperative action. Additionally, one or more agencies may contract with one another or with a legal or administrative entity created pursuant to that act to perform any governmental service, activity, or undertaking that each participating agency is legally authorized to perform.
- K. The parties hereto have determined that it will be mutually beneficial and in the public interest to enter into this Interlocal Cooperation Agreement regarding the formation and administration of a consortium under the Act.

NOW THEREFORE, in consideration of the premises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. CONSORTIUM

- a. Provo, Orem, Lehi, Eagle Mountain, and Utah County agree to act jointly as a consortium to become a Participating Jurisdiction to be known as the **Utah Valley HOME Consortium** (hereinafter collectively "UVHC" or

“Consortium”; and individually “Consortium Members” or “Members”).

Provo, Orem, Lehi, Eagle Mountain, and Utah County must act jointly as the Consortium for the purposes of applying jointly for federal funding under the HOME Investment Partnerships Program and administering affordable housing programs, including undertaking or assisting in undertaking HOME eligible housing assistance activities described in Title II of the Act, the latter to include, but not be limited to, acquiring, rehabilitating, constructing affordable housing, providing down-payment assistance and tenant-based rental assistance to serve eligible, qualified beneficiaries.

- b. As provided in 24 CFR 92.101, the Consortium’s status must continue until HUD is notified that the Consortium is dissolved, or HUD revokes its designation as a PJ. A fully executed copy of this Interlocal Cooperation Agreement, together with the resolutions of all parties, must be submitted to HUD as part of the Consortium’s qualification documentation.
- c. The Consortium must be governed by a Board of Directors (hereinafter “Board”) comprised of representatives from each Consortium Member. Each Consortium Member may have one representative for up to 100,000 residents, with an additional representative for every additional increment for up to 100,000 residents within its jurisdiction.
- d. The Board must provide leadership and have overall management responsibility to direct the Consortium activities. Further, the Board must make appropriate policy assessments and decisions concerning issues including, but not limited

to, those relating to existing and potential HOME projects, programs, activities, and its policies and procedures.

- i. Each party to this Agreement must, within thirty (30) days from the date of execution thereof, appoint its Board of Directors representative(s) as follows:
 - I. The Board representative(s) must be a resident of the jurisdiction he or she represents, and
 - II. The Board representative(s) must be knowledgeable in housing issues, and
 - III. The Board representative(s) must be appointed as otherwise required by local law, and
 - IV. Written notice of appointment, together with a written acceptance of an appointee, must be provided by the Clerk or Recorder of each appointing party to the Provo City Recorder.
- ii. Each of the parties agrees that each member of the Board may cast one vote; and that the passage of any proposal by the Board must require the affirmative vote of a simple majority.

2. DESIGNATION OF A CONSORTIUM MEMBER REPRESENTATIVE TO HUD

- a. Provo, Orem, Lehi, Eagle Mountain, and Utah County agree that Provo City must serve as the Lead Entity and administer the Consortium through the staff of the Development Services Department, CDBG/HOME Division, of Provo City Corporation. Division staff must provide effective leadership, support, and management of the Consortium's required functions.

- b. Provo's HOME Program Administrator, as the Executive Director of the Consortium, must function as a consultant to Board members, providing direction and guidance on HOME regulations and policies, and assisting the Board in the determination of eligible projects and activities. The Executive Director is not a voting member of the Board.
- c. Provo may provide a recording secretary for each meeting who must be responsible for the recording of the meeting and for maintaining pertinent written and audio minutes. The secretary does not serve as an officer on the Board nor is he/she a voting member.

3. LEAD ENTITY RESPONSIBILITIES

- a. The parties hereto recognize and understand that the Lead Entity must be the governmental entity required to execute all grant agreements received from HUD pursuant to Lead Entity's request for HOME funds. The Lead Entity must thereby become and must be held by HUD to be legally liable and have full responsibility for the execution of the HOME Program. The Lead Entity must be responsible for the Consortium's Five-Year Consolidated Plan with an annual Action Plan component and annual Action Plans for the remaining four years, as required.
- b. All projects and project applicants must be reviewed and pre-screened for threshold criteria, compliance, and conformance with the relevant HOME rules, regulations, and guidelines by the Lead Entity, and only those which meet the requirements must be eligible to be reviewed for funding recommendations by the Board.

- c. The Lead Entity must utilize a pre-application process providing project assessment, technical assistance, and resource coordination to less experienced applicants.
- d. Threshold criteria developed for each funding round must be developed by the Lead Entity. Such criteria must be consistent with related plans from individual CDBG entitlement jurisdictions pursuant to §91.220 (hereinafter “Action Plans”) and individual housing elements in each jurisdiction’s master plans.
- e. The Lead Entity, in collaboration with Board members, or their designated representatives, may develop a fair and appropriate system to assist in the selection of projects; such system to reflect existing policy, priorities and criteria established by the jurisdictions’ comprehensive housing plans, Consolidated Plan and Action Plans. The Lead Entity, in collaboration with Board members, may develop appeals process by which proponents of a proposed project either not recommended for funding by the Board or recommended for funding at a lesser amount than requested may appeal to the Board for reconsideration.
- f. The Board must review eligible projects for conformity to the priorities and policies included in the Consolidated Plan, Action Plans, relevant jurisdictions’ comprehensive housing plans and/or specific self-directed priority project(s), and criteria established by the Board, including threshold criteria concerning periods of affordability, which may be stricter than those required by HOME regulations, as defined in §92.252(e). The Board must prioritize projects based

on the evaluation described in this paragraph and make funding recommendations as constrained by the availability of funds.

- g. Consortium Members agree that the recommendations made by the Board must be reviewed for final approval by each Member's legislative body subject to Paragraph 8 of this Agreement and other terms contained in this paragraph. All projects selected by the Board must conform to the jurisdictions' comprehensive housing plan, Consolidated Plan, related Action Plans, minimum criteria established and self-directed priority projects.
- h. The Lead Entity's program, supervisory and administrative obligations to Consortium Members must be limited to the performance of the administrative and program tasks necessary to make HOME funds available to them and to provide at least annual monitoring for the performance of their various projects funded with HOME funds throughout the corresponding period of affordability to ensure compliance with applicable Federal laws and regulations. The Lead Entity must be responsible for determining eligibility and confirming the compliance of the HOME projects with applicable Federal laws and regulations.
- i. The Lead Entity must make all its financial records related to the administration of the HOME funds available for inspection to all persons, including representatives from corporations and governments, in accordance with its own policies and regulations and with State law.
- j. The Lead Entity will act to protect the Consortium's interest in enforcing and reviewing contracts, agreements, memorandums, and or any other legal instruments entered into in the process of administering the HOME Program,

and utilizing legal counsel to represent the Consortium while protecting these interests. Orem, Lehi, Eagle Mountain, and Utah County agree to have Provo City Legal Department staff act as head counsel in these matters.

4. GENERAL ADMINISTRATION

- a. Provo, as the designated Lead Entity of the Consortium, has the ultimate and overall responsibility under the Act for ensuring that the HOME Program is carried out as required in 24 CFR, Part 92, including the submission and approval of a Comprehensive Housing Affordability Strategy for the use of HOME funds as set forth in Paragraph 5 below, which has been mutually agreed upon by all Consortium Members, and for providing all assurances or certifications as required under 24 CFR, Part 92. Therefore, Provo requires Orem, Lehi, Eagle Mountain, and Utah County, and Orem, Lehi, Eagle Mountain, and Utah County require Provo, to agree to strict adherence to the Program description as approved and to all assurances and certifications provided, including agreeing to take all actions necessary to assure compliance with Provo's certification under the Fair Housing Act of 1968 (Title VIII), Executive Order 11063 (Equal Opportunity in Housing), and Title VI of the Civil Rights Act of 1964, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the Davis Bacon Act at 40 USC 276a, *et.seq.* Provo may not provide HOME funds for activities or support any Member that does not affirmatively further fair housing within its own jurisdiction or activities that impede Provo's action to comply with Fair Housing certification. In addition, the Lead Entity is responsible for taking all

required actions to comply with provisions of the National Environmental Policy Act of 1969. Orem, Lehi, Eagle Mountain, and Utah County must readily support the Lead Entity as requested to meet these requirements.

- b. Annual allocation of HOME funds to Consortium Members for self-directed projects must be based upon information listed by HUD's "HOME Consortia Participating Members Percentage Report" posted annually in HUD's HOME Consortia website for the corresponding Fiscal Year. Alternatively, should HUD delay a timely posting of such Report, the allocation may be based upon an approximation estimated from the previous Fiscal Year allocation. The funds dedicated to the PJ may be from any HOME funds, including program income, available to the Consortium. Consortium Members can self-direct funds by notifying the Board of their jurisdiction funding self-direction recommendations **thirty (30) business days** prior to the Board's final meeting to develop recommendations for funding. Any of the available self-directed funds not allocated by individual Consortium Members will no longer be dedicated to self-direction and will be made available for allocation by the Board. If funds are allocated to a jurisdiction, but not used timely by that jurisdiction, the Board must have the right to re-allocate those funds to other member jurisdictions in whole or in part.
- c. Disputes arising between Consortium Members regarding direction, policy, or procedure must be resolved by the Board. Should the Board be unable to agree upon the resolution, it must be referred to the Legislative bodies of the

Consortium Members for resolution. If no resolution is forthcoming, the parties may terminate this Agreement in accordance with Paragraph 6 below.

- d. Each Consortium Member is responsible for providing its own pro rata share of matching non-federal funds required by the Act for any HOME funds allocated and accepted for use by that Member.
- e. When conducting their own self-directed projects, Consortium Members must use their own jurisdictions' general funding for expenditures of HOME projects, and subsequently request reimbursement of HOME funds from the Lead Entity. The Lead Entity must review expenditure documentation prior to drawing down HOME funds from the U.S. Treasury and releasing those funds to the Consortium Member.
- f. Program Income. Program income as defined in 24 CFR 92.2, generated by any HOME project must be held by the Lead Entity. Program Income must be used first before any HOME funds are drawn or requested from HUD by the Lead Entity.
- g. Recaptured Funds. Recaptured funds received from any of the Consortium's homebuyer programs during the period of affordability must be held by the Lead Entity and must be used for eligible activities and in accordance with HOME requirements.
- h. Monitoring. The Lead Entity must be responsible for reviewing the performance of each Subrecipient and Developer at least annually and must continue to monitor projects and activities assisted with HOME funds during the corresponding period of affordability.

- i. When conducting their own self-directed projects, Consortium Members must provide the Lead Entity with a semi-annual HOME Program activity report of all HOME funded projects. Consortium Members must provide the Lead Entity with semi-annual reports that capture and identify Program Income derived from the funded activities.
- j. Consortium Members must cooperate with the Lead Entity for consolidation into one report the following reports, if applicable, for submission to HUD according to applicable deadlines: Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, Federal Cash Transaction reports, and annual HOME Consolidated Action Plan Evaluation Report(s) (CAPER) as well as preparing and submitting any other reports that are required by HUD.
- k. Repayments. Any HOME funds invested in housing that does not meet the affordability requirements, is terminated before completion, or is determined to be ineligible must be repaid to HUD by the Consortium. When conducting their own self-directed projects, each Consortium Member assumes full responsibility for repayment of HOME expenditures made within its jurisdiction that are disallowed by HUD.

5. AFFIRMATIVELY FURTHERING FAIR HOUSING

Each Consortium Member agrees to affirmatively further fair housing.

EFFECTIVE DATE, DURATION AND TERMINATION

- a. This Agreement must go into effect October 1, 2025 and must continue in full force and effect for the consecutive three Federal Fiscal Years 2026, 2027 and

2028 (hereinafter, “Qualification Period”) during which the Consortium qualifies to receive HOME funds and which will end on June 30, 2028, unless HUD revokes the Consortium’s designation as a PJ, or Utah County fails to re-qualify as an Urban County for a Fiscal Year included in the Consortium’s Qualification Period, or the Consortium fails to receive a HOME allocation for the first Federal Fiscal year of the Consortium’s Qualification Period and does not request to be considered to receive a HOME allocation in each of the subsequent two years. The terms of this Agreement cover the period necessary to carry out all activities that will be funded from funds awarded during the indicated qualification period. This Agreement shall remain in effect until the HOME funds received during each federal fiscal years of the Qualification Period are fully expended on eligible activities or returned to HUD, in accordance with the requirements of HOME Notice CPD 13-02, Section III.B(5).

- b. Pursuant to 24 CFR 92.101(e), during the Qualification Period additional UGLGs may join the Consortium, but no Consortium Members may withdraw from the Consortium or terminate this Agreement during the Qualification Period.
 - i. New members may be added to the Consortium upon consent of a simple majority of the Consortium Board of Directors. When a new member is added, the Agreement will be amended accordingly, and the parties agree to execute such further instruments as may be reasonably required to affect such

amendment. The Agreement will be amended in the Federal Fiscal Year before the year in which the new member is to be added.

6. AUTOMATIC RENEWAL PROVISION.

- a. This Agreement must automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, the Lead Entity must notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next Qualification Period and the Lead Entity must send a copy of each notification to the HUD field office.
- b. If a Consortium Member decides not to participate in the Consortium for the next Qualification Period, the Consortium Member must notify the Lead Entity, and the Lead Entity must notify the HUD Field Office, before the beginning of the new Qualification Period.
- c. Before the beginning of each new Qualification Period, the Lead Entity must submit to the HUD Field Office a statement of whether any amendments have been made to this Agreement, a copy of each amendment to this Agreement, and, if the Consortium's membership has changed, and the State certification required under 24 C.F.R. 92.101(a)(2)(i). The Consortium must adopt any amendments to this Agreement that are necessary to meet HUD requirements for consortium agreements in successive Qualification Periods.
- d. The automatic renewal of the Agreement will be void if:

- i. The Lead Entity fails to notify a Consortium Member, or the HUD Field Office as required under this automatic renewal provision; or
- ii. The Lead Entity fails to submit a copy of each amendment to this Agreement as required under this automatic renewal provision.

7. INTERLOCAL COOPERATION ACT.

The following provisions are included in this Agreement to comply with the requirements of the Interlocal Cooperation Act:

- a. Financing and Budget. The Provision for the financing of the cooperative actions contemplated by this Interlocal Cooperation Agreement and the budget thereof are found in Paragraph 4(b) hereof.
- b. Filing. The Parties must each file a copy of this Agreement with the keeper of records of each of the parties hereto.
- c. Authorizing Resolutions. The respective Legislative bodies of the parties must adopt resolutions authorizing this Agreement, which resolutions must include the authorization of the automatic renewal provision.
- d. Legal Opinion. Each of the parties has submitted this Agreement to its legal counsel for review as to proper form and compliance with applicable law.

8. INDEMNIFICATION.

All parties to this Agreement are governmental entities under the Utah Government Immunity Act as set forth in Title 63G, Chapter 7, Utah Code Ann., 1953 as amended. Consistent with the terms of that Act, it is mutually agreed that each party hereto must be responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees.

None of the parties hereto waive any defenses otherwise available under the Utah Governmental Immunity Act.

9. LAWFUL AGREEMENT.

The parties represent each of them have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

10. UTAH LAW.

This Agreement must be interpreted pursuant to the laws of the State of Utah.

11. INTERPRETATION OF AGREEMENT.

The invalidity of any portion of this Agreement may not prevent the remainder from being carried into effect. Whenever the context of any provision must require it, the singular number must be held to include the plural number and vice versa, and the use of any gender must include any other and all genders. The paragraph and section headings in the Agreement are for convenience only and do not constitute a part of the provisions hereof.

12. AMENDMENTS.

No oral modifications or amendments to this Agreement shall be effective. This Agreement may be modified or amended in writing with the consent of all Consortium Members. However, the Consortium may authorize the Lead Entity to execute certain limited amendments to this Agreement without obtaining the signature of each Consortium Member, provided such amendments are necessary to comply with HUD requirements or are otherwise administrative in nature and do not materially alter the rights or obligations of the Members. Any amendment,

whether by all Members or by the Lead Entity under such authority, shall be in writing and may be subject to prior written approval by the Denver HUD Field Office as required. (See HOME Notice, Section III.B(8).)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly authorized and executed by each jurisdiction on the date specified on the respective signature pages.

SIGNATURE PAGE FOR **PROVO CITY**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this 24 day of June, 2025

By: Michelle G. Kaufusi

Michelle G. Kaufusi, Mayor

ATTEST: Heidi Allman

Heidi Allman, City Recorder



ATTORNEY REVIEW

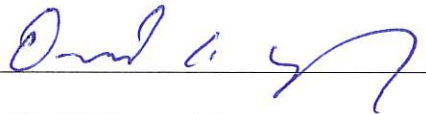
The undersigned, as the authorized attorney of Provo City, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with Utah Code 11-13-202. The terms and provisions of the Agreement are fully authorized under state and local law and the Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME Investment Partnerships Program.

Dated this 25 day of June, 2025

By: Nicholas Mahlostein
Nicholas Mahlostein
Legal Counsel for Provo City

SIGNATURE PAGE FOR **CITY of OREM**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this 2 day of June, 2025

By: 
David Young, Mayor

ATTEST: 
Orem City Recorder

ATTORNEY REVIEW

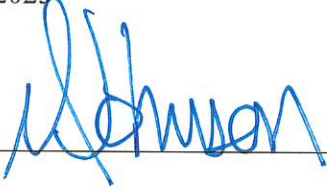
The undersigned, as the authorized attorney of City of Orem, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable Utah State law.

Dated this 4th day of June, 2025

By: 
Legal Counsel for Orem City

SIGNATURE PAGE FOR **CITY of LEHI**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this 24 day of June, 2025

By: 
Mark Johnson, Mayor


ATTEST: 
Lehi City Recorder



ATTORNEY REVIEW


The undersigned, as the authorized attorney of City of Lehi, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable Utah State law.

Dated this 24 day of June, 2025

By: 
Legal Counsel for Lehi City

SIGNATURE PAGE FOR **CITY of EAGLE MOUNTAIN**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this 20 day of May, 2025

By: 
Tom Westmoreland, Mayor

ATTEST: 
Eagle Mountain City Recorder



ATTORNEY REVIEW

The undersigned, as the authorized attorney of City of Eagle Mountain, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable Utah State law.

Dated this 22 day of May, 2025

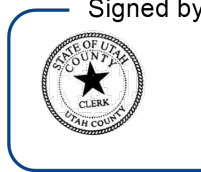
By: 
Legal Counsel for Eagle Mountain

SIGNATURE PAGE FOR **UTAH COUNTY**
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
for FEDERAL FISCAL YEARS 2026, 2027, AND 2028

Approved this 11th day of June, 2025

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Signed by:



DocuSigned by:

By: _____

Brandon B. Gordon

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Brandon B. Gordon, Chair

Signed by:

ATTEST: _____

Jolynn Clegg

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Utah County Deputy Clerk

ATTORNEY REVIEW

The undersigned, as the authorized attorney of Utah County, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable Utah State law.

Dated this 11th day of June, 2025

Signed by:

By: _____

Pones

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Utah County Deputy Attorney