



Redevelopment Agency of Murray

Thursday, October 27, 2022

Murray City Center

5025 South State Street, Murray, Utah 84107

RDA Planning Meeting

Meeting Agenda

10:00 a.m. Council Chambers

1. Priorities for Affordable Housing Set-Aside Money – discussion of a slate of alternatives, preparation for discussion with the full Board.
2. Neighborworks, activity update: new agreement for additional funds supporting the down payment assistance and home repair loan programs.
3. Other business and/or discussion.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE
REDEVELOPMENT AGENCY OF MURRAY CITY AND SALT LAKE
NEIGHBORHOOD HOUSING SERVICES DBA NEIGHBORWORKS SALT LAKE
FOR A CONTRIBUTION OF FUNDS TO BE USED FOR DOWN PAYMENT
ASSISTANCE AND HOME IMPROVEMENT LOANS FOR QUALIFYING
HOUSEHOLDS

WHEREAS, the RDA and Salt Lake Neighborhood Housing Services dba NeighborWorks© Salt Lake ("NeighborWorks") have a common interest in addressing the City's housing goals and in facilitating neighborhood revitalization and development through increased home ownership in the community; and

WHEREAS, the RDA and NeighborWorks have had an existing relationship and have engaged in collaborative efforts since at least May, 2011; and

WHEREAS, the RDA, NeighborWorks and Murray City Corporation (the "City") are parties to an agreement outlining a mutual process and commitments for lending and for future development of NeighborWorks to assist the RDA and City to meet housing goals and objectives (the "Joint Agreement"); and

WHEREAS, Title 17C Chapter 1 of the Utah Code authorizes the RDA to use agency funds to support the financing for housing-related expenditures or programs, including the payment of all or part of the value of the land, housing or housing improvements; and

WHEREAS, the RDA desires, subject to the terms and conditions of an agreement, to contribute \$200,000.00 (the "Funds") to NeighborWorks from the RDA's affordable housing set-aside funds to be used for down payment assistance and home improvement loans for qualifying households; and

WHEREAS, this contribution was not contemplated or included in the Joint Agreement; and

WHEREAS, NeighborWorks is willing to accept the Funds solely to be used for the purposes stated and is willing to report back on the use of the Funds; and

WHEREAS, the RDA believes it is in the best interest of the RDA to enter into an agreement with NeighborWorks to govern a contribution of \$200,000.00 to be used for down payment assistance and home improvement loans for qualifying households, a copy of which is attached as Exhibit "A."

NOW THEREFORE, BE IT RESOLVED by the Redevelopment Agency of Murray City as follows:

1. It hereby approves an Agreement between the Redevelopment Agency of Murray City and Neighborhood Housing Services dba NeighborWorks© Salt Lake, in substantially the form attached as Exhibit "A"; and
2. The Agreement is in the best interest of the RDA; and
2. Brett A. Hales, as executive director of the RDA Board, is authorized on behalf of the RDA to sign the Interlocal Cooperation Agreement.

PASSED, APPROVED AND ADOPTED by the Redevelopment Agency of Murray City on this _____ day of _____, 2022.

Redevelopment Agency of Murray City

Diane Turner, Chair

ATTEST:

Brett A. Hales, Executive Director

AGREEMENT

Between the Redevelopment Agency of Murray City and Salt Lake Neighborhood Housing Services, dba as NeighborWorks© Salt Lake (“NeighborWorks”) for a Contribution to be used for Down Payment Assistance and Home Improvement Loans

This Agreement is made and entered into this _____ day of _____, 2022, by and between the Redevelopment Agency of Murray City (hereinafter referred to as “RDA”) and NeighborWorks.

RECITALS

WHEREAS, The RDA and Salt Lake Neighborhood Housing Services dba NeighborWorks© Salt Lake (“NeighborWorks”) have a common interest in addressing the City’s housing goals and in facilitating neighborhood revitalization and development through increased home ownership in the community; and

WHEREAS, the RDA and NeighborWorks have had an existing relationship and have engaged in collaborative efforts since at least May, 2011; and

WHEREAS, the RDA, NeighborWorks and Murray City Corporation (“City”) are parties to an agreement outlining a mutual process and commitments for lending and future development of NeighborWorks to assist the RDA and City meet housing goals and objectives (the “Joint Agreement”); and

WHEREAS, this Agreement covers a monetary contribution not contemplated or included in the Joint Agreement; and

WHEREAS, the RDA seeks to support affordable housing programs within the City; and

WHEREAS, the Community Reinvestment Act of Utah requires that a portion of the tax increment funds be set aside to be used for housing purposes; and

WHEREAS, Title 17C Chapter 1 of the Utah Code authorizes the RDA to use agency funds to support the financing for housing-related expenditures or programs, including the payment of all or part of the value of the land, housing or housing improvements; and

WHEREAS, the RDA wants to contribute \$200,000.00 (the “Funds”) to NeighborWorks from the RDA’s affordable housing set-aside funds, to be used for down payment assistance and home improvement loans for qualifying households; and

WHEREAS, NeighborWorks is willing to accept the Funds solely to be used for the above stated purposes, and is willing to report back to the RDA on the use of the Funds; and

WHEREAS, the parties agree to adhere to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

AGREEMENT

1. SCOPE OF AGREEMENT

The RDA hereby contributes Two Hundred Thousand Dollars (\$200,000.00) (the “Funds”) to NeighborWorks. In exchange for receipt of the Funds, NeighborWorks agrees to the following uses and limitations of uses for the Funds:

- A. Funds shall be expended to assist qualifying low-to-moderate income households with down payment assistance or home improvement loans in order to support affordable housing initiatives. Funds shall not be used for any other purpose.
- B. NeighborWorks agrees to submit an actual-use and revenue report at the end of the fiscal year to the RDA.
- C. If at any time that it is discovered by the RDA that Funds were used by the NeighborWorks for purposes other than those agreed upon within this Agreement, the RDA may require a return of the entire amount of Funds disbursed to NeighborWorks under this Agreement.
- D. NeighborWorks represents that it will be able to administer the Funds without significant additional administrative expenses. In no event shall the Funds be used to hire additional staff.

2. AUDIT

The RDA reserves the right to audit the use of Funds and the accounting of the use of Funds received by NeighborWorks under this Agreement. If such audit is requested by the RDA, NeighborWorks shall cooperate fully with the RDA and its representatives in the performance of the audit.

3. MAINTENANCE AND AVAILABILITY OF RECORDS

NeighborWorks agrees to maintain detailed and accurate records of the use of all funds which it receives under this Agreement for a period of three (3) years. NeighborWorks further agrees to retain said records and make them available for review by the RDA from time to time upon the RDA’s request within the three (3) year timeframe.

4. ASSIGNMENT AND TRANSFER OF FUNDS

It is understood that NeighborWorks shall not assign or transfer its rights or receipt of Funds under this Agreement, any interest therein, or claim hereunder. The Funds provided under this Agreement shall be used exclusively and solely by NeighborWorks

for the purpose set forth in this Agreement.

5. INDEPENDENT AGENCY

Funds provided to NeighborWorks under this Agreement do not give the RDA any authority whatsoever over the manner and method by which NeighborWorks carries out its purposes, except that, to the extent that any actions taken by NeighborWorks violate the agreed use of Funds.

6. INDEMNIFICATION:

NeighborWorks agrees to indemnify and save harmless the RDA, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of NeighborWorks' or its officers, agents, or employees negligent or wrongful acts or failures to act which arise out of this Agreement.

7. COMPLIANCE WITH LAWS:

During the expenditure of funds provided NeighborWorks under this Agreement, NeighborWorks, its officers, agents and employees agree to comply with all laws, federal, state or local, which apply to its operations and to the distribution of the Funds hereunder.

8. INTERPRETATION:

The terms and conditions or any amendments to this Agreement, or the waiver of any of the terms hereof, shall not be binding unless made in writing and signed by both parties.

9. IMMIGRATION STATUS VERIFICATION:

NeighborWorks shall comply with section 63G-12-402 of the Utah Code in dispensing public benefits, as defined in State and Federal law.

10. OTHER TERMS:

This Agreement constitutes the entire agreement between the parties.

11. CONTACTS:

For NeighborWorks:

Maria Garciaz

Chief Executive Officer

622 West 500 North

Salt Lake City, Utah 84116

maria@nwsaltlake.org

801-539-1590

For the RDA:
RDA Executive Director
5025 South State Street
Murray, Utah 84107

IN WITNESS THEREOF the parties have caused this Agreement to be executed and in effect as of the day and year first written above.

**SALT LAKE NEIGHBORHOOD HOUSING SERVICES, DBA NEIGHBORWORKS©
SALT LAKE**

Maria Garciaz
Chief Executive Officer

THE REDEVELOPMENT AGENCY OF MURRAY CITY

Attest:

Brett A. Hales
RDA Executive Director

Brooke Smith
Murray City Recorder