



PUBLIC NOTICE IS HEREBY GIVEN that the Board of Directors of the Redevelopment Agency of Murray City, Utah will hold a regularly scheduled meeting beginning at 5:30 p.m., Tuesday, March 19th, 2024 in the Murray City Council Chambers at 10 East 4800 South, Murray, UT.

Members of the public may view the meeting via the live stream at www.murraycitylive.com or <https://www.facebook.com/Murraycityutah/>. Public Comments can be made in person during the meeting or may be submitted by sending an email (including your name and address) to: rda@murray.utah.gov *All comments are limited to 3 minutes or less and email comments will be read into the meeting record.*

RDA MEETING AGENDA
5:30 p.m., Tuesday, March 19th, 2024

- 1. Approval of Minutes:** January 16, 2024 & February 20, 2024
- 2. Citizen Comments:** (see above for instructions).
- 3. Action Item:** Consideration of a Resolution approving an agreement between the redevelopment agency of Murray City, Murray City, and Salt Lake Neighborhood Housing Services dba Neighborworks Salt Lake. Elvon Farrell presenting.
- 4. Project Updates:** Phil Markham, Zac Smallwood presenting

Special accommodations for the hearing or visually impaired will be made upon a request to the office of the Murray City Recorder (801-264-2660). We would appreciate notification two working days prior to the meeting. TTY is Relay Utah at #711.

On March 12th, 2024 a copy of the Notice of Meeting was posted in accordance with Section 52-4-202(3).

Philip J Markham,
Community and Economic Development Director

RESOLUTION NO. R24-XXXX

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY, THE REDEVELOPMENT AGENCY OF MURRAY CITY, AND SALT LAKE NEIGHBORHOOD HOUSING SERVICES DBA NEIGHBORWORKS SALT LAKE.

WHEREAS, the City 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 homeownership in the community; and

WHEREAS, the parties have engaged in a collaborative effort by agreement since at least May, 2011; and

WHEREAS, the latest Agreement expired in January 2024, and the City and NeighborWorks want to continue to partner and enter into a new Agreement to extend their contractual relationship (“Agreement”); and

WHEREAS, the City intends to use Community Development Block Grant funds to continue to fund part of the scope of work provided in the Agreement; and

NOW, THEREFORE, be it resolved by the Murray City Municipal Council as follows:

1. It hereby approves the Agreement between the City, the Redevelopment Agency of Murray City and NeighborWorks in substantially the form attached as Exhibit “A”.
2. The Agreement is in the best interest of the City.
3. Mayor Brett A. Hales is hereby authorized to execute the Agreement on behalf of the City and to act in accordance with its terms.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council this _____ day of _____, 2024.

Murray City Municipal Council

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

DRAFT

EXHIBIT “A”

Agreement between NeighborWorks Salt Lake, the Redevelopment Agency of Murray City, and Murray City Corporation

DRAFT

Agreement between NeighborWorks® Salt Lake, the Redevelopment Agency of Murray City and Murray City Corporation

This Agreement (the “Agreement”) is made this ____ day of _____ 2024, (the “Effective Date”) between Salt Lake Neighborhood Housing Services, DBA as NeighborWorks® Salt Lake (“NeighborWorks” or “NWSL”), the Redevelopment Agency of Murray City (“RDA”) and Murray City Corporation (“City”).

RECITALS

- A. The mission of NeighborWorks, a private nonprofit organization incorporated in the State of Utah, is to build on the strengths of neighborhoods, creating opportunities through housing, resident leadership, youth and economic development. The organization works in partnership with residents, government and businesses to build and sustain neighborhoods of choice.
- B. In May 2017, the Murray City Council adopted a new General Plan. The General Plan includes Neighborhood & Housing Goals and Moderate-Income Housing Goals as follows:
- Provide information to homeowners on available grants, loans and other programs to assist in restoration and rehabilitation efforts;
 - Continue to work with NeighborWorks Salt Lake on Housing rehabilitation and infill project;
 - Promote affordable housing options that address the needs of low to moderate income households and individuals and offer options for a range of demographics and lifestyles;
 - Support a range of housing types, including townhomes, row-homes, and duplexes, which appeal to younger and older individuals as well as a variety of population demographics;
 - Promote the construction of smaller-scaled residential projects that are integrated with current and future employment, retail, and cultural areas;
 - Continue to support Accessory Dwelling Units (ADUs) in all single-family residential zones.
- C. The RDA and City have an interest in a continuing partnership with NeighborWorks to address the housing goals and to facilitate neighborhood revitalization in the community.
- D. All parties have a vital interest in strengthening underserved communities and promoting community revitalization and development through facilitation of increased homeownership within the City.

- E. The parties wish to continue a collaborative effort which will result in the opportunity for NeighborWorks to expand its lines of business to the City.
- F. This Agreement is executed in consideration of the mutual promises of the parties contained herein.

AGREEMENT

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

1.0 Purposes of this Agreement between NeighborWorks, the RDA and the City

- A. To agree to a mutual process and commitments for lending and future development of NeighborWorks to meet City housing goals and objectives during the Term of this Agreement.
- B. To delineate roles, responsibilities and/or expectations of parties involved.

2.0 Background

NeighborWorks will serve as a centralized resource for affordable homeownership opportunities in the City, providing seamless homeownership education and counseling services to low-and moderate-income households.

The collaboration aims to collectively build the capacity of NeighborWorks’ lending and development lines of business and increase leverage of RDA and City housing dollars to meet their housing goals. The objectives of this partnership are to provide housing counseling, act as a conduit for land banking, property acquisition, affordable housing development, administering a housing rehabilitation program and appropriate neighborhood revitalization efforts. The goal of the parties is to facilitate home improvement loans, maintain homeownership and revitalize neighborhoods experiencing decline.

3.0 Partner Roles, Responsibilities and Deliverables

Homeownership promotion is one of NeighborWorks’s core lines of business. NeighborWorks will help the City meet its home rehabilitation goals. To do so, the Parties shall take on the following roles and responsibilities:

Activity	Responsible Party	Outcome
Maintain a centralized website of information about affordable homeownership opportunities, special mortgage products, and homeownership education and counseling services	NWSL	NWSL website will have current and accurate information about affordable homeownership opportunities, special mortgage products, homeownership education and counseling services, and affordable rehab loan products

Maintain a neighborhood based NeighborWorks office in the City	NWSL	NWSL will maintain a presence in within the City through operating an office within the City limits when possible
Continue a city-wide public awareness campaign to promote home improvement loan opportunities, to improve awareness of, and access to, such offerings by all segments of the qualifying public, particularly households that are historically underserved for homeownership opportunities	NWSL City	NWSL and the City will jointly conduct at least one annual city-wide public awareness campaign per year
Maintain an advisory committee reflecting a resident/private/public sector representation not to exceed nine members	NWSL	NWSL will hold regular meetings with its advisory committee throughout the contract period
Maintain a loan committee reflecting a resident/private/public sector representation not to exceed five members	NWSL	NWSL will hold regular meetings with its loan committee throughout the contract period
Host four community meetings or events in the City. These events could include Paint Your Heart out or community action planning	NWSL	NWSL will host four community meetings or events during the contract period
Process eight loans during the two-year contract period	NWSL	NWSL will process eight loans for properties located within the City which may include, but is not limited to, first mortgages, second mortgages, home improvement loans, 80/20 loans or down payment assistance forgivable loans up to \$30,000 or \$35,000 for "Champions". Champions are defined as health care workers, police, fire, teachers, veterans, active military or Murray City employees.
Acquire, rehabilitate or construct at least two properties	NWSL	NWSL will acquire at least two problem properties within the City as the market allows
Maintain open lines of communication and reporting	NWSL	NWSL will provide quarterly activity reports to the City and report to the RDA as needed

Designate CDBG funding	City	The City will prioritize housing as a critical funding issue for CDBG funds. CDBG funds are contingent upon appropriations from Congress and allocation approval by the Murray City Council and the advisory committee. Based on the Housing Market Study goals and objectives adopted by the City Council, the City will advocate for resources to address housing needs in the City
Designate RDA TIF funding	RDA	The RDA will designate at least 20% of RDA TIF housing funds for homeowners that are at or below 120% Area Median Income for housing programs to NWSL each year during the contract period. Funding is contingent upon property tax allocation
Maintain representation on NWSL Board of Directors	City	The City will maintain current membership on the NWSL Board of Directors
Maintain representation on the advisory committee	City	The City will maintain current membership on the Murray Advisory Committee
Assist in the hiring of staff for the NWSL Murray office	City	City's representative on the NWSL board shall, upon the request of NWSL and time permitting, serve on NWSL's hiring panel for the Murray Office
Participate in training and planning opportunities, when available, that contribute to strengthening the partnership and services to the City	City	City staff will actively participate in training and planning opportunities throughout the contract period

4.0 Performance and Deliverables

4.1 Term

Unless otherwise terminated early under the terms and conditions of this Agreement, this Agreement shall continue for an Initial Term of three (3) years from the Effective Date. At the end of the Initial Term, this Agreement may be renewed upon the written mutual agreement of both Parties for up to two (2) additional three-year Renewal Terms.

4.2 Termination

For Breach: In the event of breach of this Agreement or failure by any of the parties to perform the services described hereunder, NeighborWorks, the RDA, or the City shall be entitled to terminate this Agreement upon thirty (30) days' notice, to permit the other parties the opportunity to cure if possible. This Agreement may be terminated by any party for any reason on thirty (30) days written notice to the other parties.

For Convenience: Either party may terminate this Agreement at any time with or without cause upon giving thirty (30) days prior written notice to the other Party. Termination under this section shall not give rise to any claim against the terminating party for damages or for compensation in addition that provided hereunder.

4.3 Independent Contractor

This Agreement represents the entire agreement and understanding of matters between the parties and supersedes any prior agreements. It is understood that NeighborWorks is an independent contractor and both the RDA and the City are public agencies and neither is a partner, agent or employee of NeighborWorks. NeighborWorks shall be responsible for its own employment taxes, worker's compensation and similar expenses. NeighborWorks shall comply with all Federal, State and Local laws.

4.4 Contacts

Coordination of work on this Agreement will be the responsibility of:

For NeighborWorks:

Maria Garciaz
Chief Executive Officer
622 West 500 North
Salt Lake City, Utah 84116
maria@nwsaltlake.org
801-539-1590

and

For Murray City and the RDA:

Elvon Farrell
Economic Development Specialist
10 East 4800 South, Suite 260
Murray, Utah 84107
801-270-2428

All inquiries regarding this agreement and implementation of the Scope of Work should be directed to these contact persons.

4.5 Ownership of Documents

All documents and records, produced by NeighborWorks in connection with this Agreement, without limitation, shall become and remain the City's property. NeighborWorks shall not publicly disclose the records without prior approval of the City. NeighborWorks understands that the records produced in connection with this Agreement are subject to the Utah Government Records Access and Management Act (GRAMA).

4.6 Program Income

All program income generated from the use of RDA funds will be put into a revolving fund that will be managed by NeighborWorks Salt Lake. Program income has the same restrictions as outlined above for RDA funding, including a 20% cap on program delivery expenses. A set monthly invoice approved by RDA will be submitted for program delivery expenses. NeighborWorks Salt Lake will report all program income to the RDA and the City. In addition, if this Agreement is terminated, all program income will be returned to the RDA and/or City, respectively.

4.7 Administrative Fees

The RDA and City shall pay a monthly Administrative Fee of **THREE THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$3,200.00)** throughout the term of the Agreement. NeighborWorks shall submit an invoice to the City by the 15th day of the month for the previous month's Administrative Fee. Payments are to be made within fifteen (15) days after the invoice is received. Administrative Fees may be reviewed annually and adjusted as needed upon the mutual written agreement of both Parties.

4.8 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. NeighborWorks shall fully comply with section 63G-12-302 of the Utah Code in hiring employees after July 1, 2009, including participation in a Status Verification System.

4.9 Assignability

This Agreement shall not be assigned by NeighborWorks without written consent of both RDA and City.

(Signature Page to Follow)

IN WITNESS THEREOF the parties have caused this Agreement to be executed and in effect as of the day and year first written above. It is understood that the signatures bind the parties to this Agreement of which the signatories are a part and that without all signatures, this Agreement shall be void.

Salt Lake Neighborhood Housing Services, dba NeighborWorks® Salt Lake

(Signature) (Date)
Maria Garciaz
Chief Executive Officer

Redevelopment Agency of Murray City

(Signature) (Date)
Rosalba Dominguez
RDA Chair

Attest:

Brett Hales
RDA Executive Director

Murray City Corporation

(Signature) (Date)
Brett Hales
Murray City Corporation

Attest

City Recorder

Approved as to Form

City Attorney's Office