

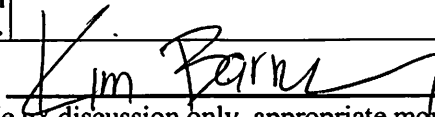
Mayor's Office: Council Agenda Item Request Form

This form and supporting documents (if applicable) are due the Wednesday before the COW meeting by noon.

Date Received (office use)	
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Date of Request	April 18, 2018
Requesting Staff Member	Carlton Christensen
Requested Council Date	April 24, 2018
Topic/Discussion Title	Consideration of a resolution authorizing Interlocal Agreements (ILAs) between Salt Lake County and Housing Authority for the County of Salt Lake (HACSL)
Description	Authorizing the execution of an interlocal cooperation agreement providing for the transfer of \$10,000 of County funds to HACSL (who has contracted with LeBeau Consultants, Inc.) to be used to provide training for community based non-profit organizations on how to be an affordable housing developer by developing and implementing an Affordable Housing Toolkit for Salt Lake County community groups and provide Outreach Sessions sponsored by American Express.
Requested Action¹	Approval of resolution for Interlocal Agreement / Consent agenda
Presenter(s)	Carlton Christensen / Mike Gallegos
Time Needed²	Consent Agenda – 5 minutes if needed
Time Sensitive³	Yes
Specific Time(s)⁴	No
Will You Be Providing a PowerPoint	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will You Be Providing Back-Up Documentation or Handouts? <small>Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.</small>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Resolution and Interlocal Agreement

Mayor or Designee approval:



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms. ² Assumed to be 10 minutes unless otherwise specified. ³ Urgency that the topic to scheduled on the requested date. ⁴ If important to schedule at a specific time, list a few preferred times.

RESOLUTION NO. _____, 2018

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH
HOUSING AUTHORITY FOR THE COUNTY OF SALT LAKE
DEVELOPMENT AND IMPLEMENTATION OF AFFORDABLE HOUSING
TOOLKIT FOR SALT LAKE COUNTY COMMUNITY GROUPS AND
PROVIDE OUTREACH SESSIONS SPONSORED BY AMERICAN EXPRESS

W I T N E S S E T H

WHEREAS, the Parties are local governmental units and “public agencies” that are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, *et seq.*, Utah Code Annotated (the “Interlocal Act”), to enter into agreements with each other for joint and cooperative action to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, the Housing Authority for the County of Salt Lake (HACSL) has contracted with LeBeau Consultants, Inc., to provide training for community based non-profit organizations on how to be an affordable housing developer by developing and implementing an Affordable Housing Toolkit for Salt Lake County community groups and provide Outreach Sessions sponsored by American Express (“Training”); and

WHEREAS, the County desires to provide funding to HACSL to assist in providing the Training; and

WHEREAS, it has been determined that the best interests of the County and the general public will be served by the execution of the attached Interlocal Cooperation Agreement and by participating as required therein.

R E S O L U T I O N

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the attached Interlocal Cooperation Agreement is approved; and the Mayor is authorized to execute said agreement, a copy of which is attached as Exhibit 1 and by this reference made a part of this Resolution.

APPROVED and ADOPTED this ____ day of _____, 2018.

SALT LAKE COUNTY COUNCIL:

By: _____
Aimee Winder-Newton, Chair

Date: _____

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:

/s/ Lannie K. Chapman
Lannie K. Chapman
Deputy District Attorney

Date: March 16, 2018

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

EXHIBIT 1

INTERLOCAL AGREEMENT

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SALT LAKE COUNTY AND
HOUSING AUTHORITY FOR THE COUNTY OF SALT LAKE (HACSL)**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and effective _____, 2018, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("County"), and Housing Authority for the County of Salt Lake ("HACSL") a body corporate and politic of the State of Utah, 3595 South Main Street, Salt Lake City, Utah, 84115. The County and HACSL are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, County and HACSL are public agencies as contemplated in the referenced sections of Utah Code (more specifically referred to as Utah Code Ann. §11-13-101, et seq. Interlocal Cooperation Act);

WHEREAS, Utah Code Ann. §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions;

WHEREAS, Utah Code Ann. §11-13-202.5(1)(b)(vii) provides that any public agency may share revenues;

WHEREAS, HACSL entered into an agreement with LeBeau Consultants, Inc., to provide training for community based non-profit organizations on how to be an affordable housing developer by developing and implementing an Affordable Housing

Toolkit for Salt Lake County community groups and provide Outreach Sessions sponsored by American Express ("Training");

WHEREAS, County wishes to provide financial sponsorship of Training community based non-profit organizations on how to be an affordable housing developer;

WHEREAS, County acknowledges it will benefit from the Training; and

WHEREAS, the Parties desire to enter into this Agreement to define the terms and conditions upon which County shall make a contribution to HACSL for the Training;

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

AGREEMENT

1. Transfer of County Funds to HACSL. Upon execution of this Agreement, County shall transfer funds to HACSL for the Training in the amount of **Ten Thousand Dollars and 0/100 (\$10,000.00)** (the "Funds"). HACSL agrees the County Funds shall only be used for the Training as further detailed in the agreement between LeBeau Consultants, Inc. and HACSL (attached as Attachment 1).

2. Term. This Agreement shall take effect upon execution and terminate upon the performance by the Parties of all the obligations described herein or by mutual agreement of the Parties.

3. Contract Administration. Notwithstanding County's obligation to pay the County Funds, City retains all rights to administer, obligations, and liabilities all other aspects of the any contract for the construction of the Project and will be solely responsible for the Project.

4. Indemnity. Both Parties are governmental entities under the Governmental

Immunity Act of Utah, §§ 63G-7-101 to -904 (2017), as amended (the “Act”). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the County and the HACSL shall be liable for their own negligent acts or omissions, and those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor HACSL shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

5. Miscellaneous.

- a. This Agreement may not be assigned.
- b. All covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, and shall not be altered except in writing, signed by both parties.
- c. This Agreement constitutes the entire agreement between the parties and it cannot be altered except in writing signed by both parties.

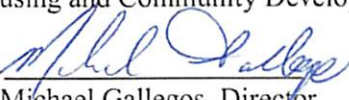
IN WITNESS WHEREOF, each of the parties has caused this Agreement to be approved and to be duly executed the _____ day of _____, 20____.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Administrative Approval:
Housing and Community Development

By: 
Michael Gallegos, Director

Date: April 10, 2018

The Housing Authority of the County of Salt Lake

Its: _____

Date: _____

Approved as to Form:

By /s/ Lannie K. Chapman
Lannie K. Chapman,
Deputy District Attorney

Date March 16, 2018

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Attachment 1

Attachment 1

CONTRACT FOR SERVICES
Between
LeBeau Consultants, Inc.
and
The Housing Authority of the County of Salt Lake

This agreement is made this 1 day of December , 2017 by and between the Housing Authority of the County of Salt Lake (HACSL) and LeBeau Development LLC. (LD), a for-profit corporation having its principal place of business in Denver, Colorado.

Whereas, HACSL desires services of developing and implementing a Affordable Housing Toolkit and follow up Technical Assistance focusing on Refugee populations, Native Americans, Homeless Families and Individuals

Whereas, LD is in the business of offering Affordable Housing Toolkits and follow up technical assistance,

NOW therefore, for good and valuable considerations, the parties hereby agree as follows:

1. LD will work under the direction of Janice Kimball, HACSL Executive Director, to provide assistance in the development and implementation of an affordable housing toolkit and follow up technical assistance program in Salt Lake County, Utah. This work is more fully described in the attached work plan. The assistance is expected to be needed in the following broad categories:
 - Development of curriculum of an affordable housing toolkit
 - Outreach to community groups to apply to the toolkit-including an outreach session sponsored by American Express
 - Implementation of toolkit
2. Additional work may be added to the scope of the contract from time to time as mutually agreed to by both parties.
3. HACSL will:
 - a. Provide direction in all of the areas listed above, and
 - b. Provide LD with necessary resources and support including access to legal counsel and other professional assistance as necessary.
4. For LCI's services hereunder for the period December 1, 2017 to June 7, 2018 HACSL shall pay a fee of \$45,000. Said fee will be payable in three equal installments as follows: \$15,000 due on February 28, 2018; \$20,000 due on April 30, 2018; \$10,000 due on June 29, 2018.
5. This agreement:
 - a. Shall not be construed as a joint venture or partnership between the parties nor shall it be construed as an agreement on the part of LD to enter into sales campaigns, fund raising or construction contracts, nor to provide architectural, accounting, legal, marketing, management or construction services, nor in any way to assume any financial obligations on behalf of HACSL.
 - b. Pertains only to professional services and may not be construed to mean that LD have any special interest, influence or other contact with any agency, and that no part of the fee set forth above represents commissions, percentages or brokerage for the purpose of soliciting, expediting or securing loan assistance;

- c. Shall be binding upon the successors and assigns of the parties; and
- d. Contains the entire agreement between LD and HACSL in connection with the project and can only be amended by written amendment duly executed by both parties.
- e. Cancellation: Either party may cancel the contract upon 30 day written notice. Upon notice of cancellation, LD will submit a final billing to HACSL for payment in full for all time and expenses incurred up to that notice.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement on the day and year first written above.

LeBeau Development LLC

Zoe LeBeau  Verified by PDFfiller
03/16/2019

Zoe LeBeau
Its President

Housing Authority of the County of Salt Lake
by:

Janice Kimball

Signature

Janice Kimball

Printed name

Director

Title

PSH Toolkit Schedule:

Session 1: Feb. 12-13 (M, T)

Session 2: Mar. 7-8 (W, Th)

Session 3: April 4-5 (W, Th)

Session 4: May 2-3 (W, Th)

Session 5: June 6-7 (W, Th)