

**INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE SERVICES BETWEEN WEBER
COUNTY AND THE WEBER HOUSING AUTHORITY**

THIS INTERLOCAL AGREEMENT is made effective the 8th day of October, 2024, by and between Weber County, a political subdivision of the State of Utah (“County”) and the Weber Housing Authority (“Authority”) with County and the Authority collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Authority will comply with the Utah State Code requirements for Housing Authorities; and

WHEREAS, the Authority is a separate legal entity from County; and

WHEREAS, the provision of effective and efficient core administrative services requires trained personnel with expertise in a variety of areas; and

WHEREAS, County has the personnel and expertise to provide such services and is willing to provide such services pursuant to the terms of this Agreement; and

WHEREAS, the Authority has determined that it is in its interest to enter into this Agreement with the County for the provision of administrative services;

NOW THEREFORE, for the reasons recited above, and in consideration of the mutual covenants and agreements contained herein, County and the Authority, do mutually agree and undertake as follows:

**SECTION ONE
TERM**

- A. The County shall provide the administrative services described in Section Two of this agreement until December 31, 2024, with the exception that the County will provide audit support related to the 2024 financial and compliance audits until the external auditor issues their opinion. The County will also provide legal services for any project/action that commenced prior to December 31, 2024, but only until June 30, 2025.
- B. Any Party may terminate any rights and obligations under this agreement at any time by giving ninety (90) days written notice of its intent to withdraw from this agreement.

**SECTION TWO
SCOPE OF ADMINISTRATIVE SERVICE**

County shall provide the following services at no cost to Authority:

- A. Payroll

County shall provide payroll and benefit services through the Weber County Human Resources Department as follows:

1. Process payroll on a bi-weekly schedule;
2. Provide the necessary guidelines for the Authority to submit the bi-weekly time information for the processing of the payroll;
3. Provide adequate staff capable of assisting the Authority personnel with questions and paperwork for pay status changes and benefits;
4. Provide for direct deposit to various financial institutions in the Weber County area, and provide any information in electronic form (pay stubs) for distribution to employees;
5. Provide for payroll deduction of any benefits listed below, plus additional future deductions (i.e., association dues);
6. Post and advertise for open positions and accept applications for those positions, provided however that the Authority shall pay County for any costs of advertising; and
7. Provide consultation regarding personnel matters as needed.

B. Benefits Administration

Benefits Administration shall also be through the Human Resources Department of Weber County as follows:

1. Utah State Retirement System - Administer the deduction of employee costs from pay, and submit with employer portion to the proper location; Make enrollment and member change forms available, and process as needed;
2. 401K and 457 Retirement Programs - Provide a 401K and 457 retirement program, making necessary deductions and submissions;
3. Federal, Utah State and FICA deductions - Make necessary deductions and submissions proper payments and records information to proper institutions;
4. Workers Compensation - Submit the necessary payments and submissions;
5. Unemployment Insurance - Submit the necessary payments and documents as required;
6. Health Insurance - Provide health insurance coverage at County coverage cost, with options for Family, 2-Party, or Single coverage; administer the program, submit necessary payments and process new enrollment and change forms;
7. Dental Insurance - Provide dental insurance program at County coverage cost with options for Family, 2-Party, or Single coverage; Administer the program, submit necessary payments and process new enrollment and change forms;
8. Life Insurance - Provide details of a life insurance program with options for purchasing additional coverage for the employee and/or dependents; Submit necessary payments and process new enrollment and change forms;
9. Long and Short Term Disability - Administer in accordance with program;

10. Administration of Benefits - Provide all day annual benefits meeting (to accommodate attendance of all employees) at the time of open enrollment; Process enrollment of new employees at least every two weeks; Provide sufficient staff to answer questions and process employee change forms throughout the year;
11. Process all year-end tax information to include W-2 forms and submit to the appropriate agencies in a timely manner. Provide for distribution to employees of the Authority;
12. Submit requirements for payment by agency for total costs of payroll and benefits.

C. Accounting and Financial Services

Accounting and Financial Services shall be provided by the Weber County Clerk/Auditor's Office as follows:

1. Set up accounts for the Authority, separate from other accounts managed by the County;
2. Process accounts payable and receivable;
3. Provide the necessary guidelines for the Authority to process requests for payments, etc., according to the requirements;
4. Provide a monthly accounting to the Authority Director of all accounts, balances and expenditures;
5. Provide assistance to the Authority staff in developing the annual operating budget, meeting all state and federal requirements for filing;
6. Provide necessary documentation and access to all records relating to the accounts, deposits and expenditures of the agency, as needed, and it's assignees in relation to any and all audits conducted.

D. Legal Services

Legal services shall be provided through the Civil Division of the Weber County Attorney's Office as follows:

1. Assistance in the development of contracts for services provided to the Authority by an outside source, services provided to other entities or agencies by the communications the Authority, purchasing of equipment, and so forth. Review of contracts to ensure the needs of the Authority are clearly defined and covered;
2. Legal support in the handling of various forms of personnel matters, to include consultation in regard to hiring and termination processes, disciplinary actions and grievance procedures;
3. Legal consultation in regard to claims against the Authority;
4. Same day response to critical issues likely to result in legal claims;
5. Serious Issues - 48 - hour response to personnel issues resulting in disciplinary action or termination;
6. Non-Critical - 72-hour response to set a mutually agreed upon time for review of other issues (contract, etc.)

E. Audit Services

Audit Service shall be provided by an external auditor contracted through the County in coordination with the County Clerk/ Auditor's Office or separately as

approved by the governing authority of the Authority. The audit shall require the following:

1. Provide for an external Audit which shall examine the financial statements and records of the entity and shall issue an auditor's opinion on the entity's financial statements; Such financial statements shall be prepared in conformity with generally accepted accounting principles;
2. In association with the annual County Audit require the external auditor to Issue a compliance report based on an audit of general purpose or basic financial statements and a report on the internal control structure; both in accordance with Government Auditing Standards;
3. Require the external auditor to prepare and include a statement expressing positive assurance of compliance with State fiscal laws identified by the state auditor and other financial issues related to the expenditure of funds received from Federal, State or Local governments;
4. Require the external auditor to include in the Authority's comprehensive management letter findings and recommendations relative to the Authority's internal accounting and administrative controls, compliance with laws and regulations as applicable and adherence to generally accepted accounting principles.

F. Oversight from Human Resources

1. The Weber County Human Resources Department will provide administrative support in serving as the primary point of contact and liaison between the Authority staff and County.
2. The Weber County Human Resources Department will conduct bi-monthly staff meetings with the Authority staff to provide guidance, assistance, general direction in support of the Authority Board.
3. The Weber County Human Resources Department will attend the monthly Authority Board meetings and provide advice, assistance, general input on Authority operations.
4. The Weber County Human Resources Department will provide assistance to the Authority in the preparation of the annual budget in conjunction with the regular budget preparation cycle for County.

G. Fleet

County will provide access to vehicles in the centralized motor pool for general business use by the Authority staff. This service will be provided under the same terms and conditions as required by other County departments.

H. Computer Maintenance

The Weber County Information Technology Department will provide computer maintenance and services to the Authority. These services will be provided under the same terms and conditions as they are provided to departments within Weber County. The annual amount will be determined during the budget preparation process and included in the

Authority's budget. One-Twelfth of the budgeted amount will be debited to the account on a monthly basis.

I. Telephone Services

The Weber County Information Technology Department will provide telephone services to the Authority. These services will be provided under the same terms and conditions as they are provided to the departments within Weber County. The annual amount will be determined during the budget preparation process and included in the Authority's budget. The budgeted amount will be debited periodically throughout the fiscal year to pay for the services.

**SECTION THREE
MISCELLANEOUS**

A. Amendment

This agreement may be changed, modified or amended by written agreement of the Parties.

B. Captions and Headings

The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.

C. Indemnification

Each of the Parties to this agreement agrees to hold harmless and indemnify the other Party for the wrongful or negligent acts or omissions of their employees against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses which arise by reason of any accidents.

D. Insurance

Authority will agree to provide its own liability insurance on an annual basis and the Authority is not covered under the County's insurance policy.

F. Authority and Employment Status

For the purpose of performing all the services pursuant to this agreement, County employees shall be considered County employees and not employees of the Authority. Authority employees shall be considered Authority Employees and not employees of the County.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

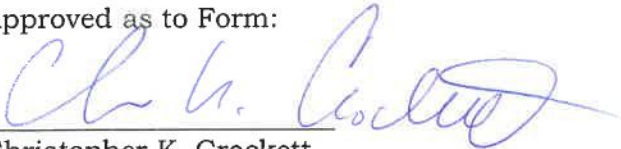
By _____
James H. "Jim" Harvey, Chair

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

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved as to Form:




Christopher K. Crockett
Deputy Weber County Attorney

WEBER HOUSING AUTHORITY

Date: 9/27/2024

By Andi Beadles
Andrea Beadles, Director

Approved as to Form:


~~Lauren Thomas~~ Courtlan Erickson
Weber Housing Authority Attorney