

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is made and entered into on the date the Parties fully execute the Agreement below, by and between the **COMMUNITY REINVESTMENT AGENCY OF WEBER COUNTY**, a community reinvestment agency created under the laws of the state of Utah (“**Agency**”), and **THE WEBER SCHOOL DISTRICT**, a body politic and political subdivision of the State of Utah (“**District**”). Agency and District are referred to herein as the “**Parties**” and sometimes individually as a “**Party**.”

### R E C I T A L S:

A. The Agency is governed by the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, as found in UTAH CODE ANN. §17C-1-101 *et seq.* (the “**Act**”), and is authorized and empowered thereby to undertake various activities and actions pursuant thereto;

B. The Agency, together with key stakeholders, has a desire and a mission to bring about purposeful and significant community development activities and to assist in the development of certain key properties and projects, the result of which will advance the policies, goals and objectives of the Weber County general plan, preserve and maintain the natural environment desired by the citizens of the community, contribute to capital improvements which substantially benefit Weber County and the District, create economic benefits to the immediate area, and improve the public health, safety and welfare of its citizens;

C. The Agency thoroughly reviewed the Chromalox Project Area Plan which is attached hereto as **Exhibit B (“Plan”)** and the Project Area Budget which is attached to the Plan (“**Budget**”), and it is anticipated that the Agency Board will approve the Plan and adopt the Budget on or around November 2023. The Plan and Budget relate to the development within the Chromalox Reinvestment Project Area (“**Project Area**”), which is more fully described in **Exhibit A** attached hereto;

D. Pursuant to certain interlocal agreements with taxing entities, the Act authorizes funding of community reinvestment project areas and plans, such as the Project Area and related Plan, with property tax increment and/or sales tax proceeds;

E. UTAH CODE ANN. § 11-13-215 (2003) authorizes a taxing entity to share its tax and other revenues with other governmental agencies;

F. The Agency is willing to use tax increment (as defined in the Act) from the Project Area (“**Tax Increment**”), and the District has determined it is in the best interests of the constituents of the District for the District to remit such payments to the Agency and is willing to consent to the Agency’s use of tax increment from the Project Area, to fund the Project Area and Plan;

G. For the purpose of providing funds to carry out the purposes and activities set forth in the Plan, the District consents to the Agency receiving certain Tax Increment from the Project Area in accordance with the terms of this Agreement; and

H. This Agreement is made pursuant to the provisions of the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101, *et seq.*, (the “**Cooperation Act**”).

**NOW, THEREFORE**, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are incorporated herein by reference and made a part hereof.

2. **Additional Tax Revenue.** The District has determined that significant additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Plan and Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

3. **Offset of Development Costs and Expenses.** The District has determined that it is in the best interests of its constituents to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Plan, and the Budget, each as adopted and amended from time to time.

4. **Base Taxable Value.** After combining the Weber County assessed values of all real and personal property within the Project Area for the base year 2022, and pursuant to §17C-1-102(8) of the Act, the Parties agree that the base taxable value for all such properties within the Project Area is \$14,996,992 regardless of the Tax Increment Commencement Date as defined below (“**Base Taxable Value**”).

5. **District Payment of Tax Increment to Agency.** Pursuant Section 17C-5-204 of the Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the District hereby agrees and consents that for 10 consecutive tax years following the Tax Increment Commencement Date (“**Tax Increment Period**”), the District authorizes Weber County to pay 50% of the District’s Tax Increment generated from the District’s local levy within the Project Area during the Tax Increment Period for the purpose of providing funds to the Agency to carry out the Plan. The Parties understand and agree that payment for the last year of Tax Increment will be paid to the Agency in the year following the Tax increment Termination Date. The District consents to Agency’s use of, for administrative purposes, 2.5% of the District’s Tax Increment paid to the Agency from the Project Area for the full Tax Increment Period. The District further consents to

Agency's use of, for housing purposes outlined in the Act, 10% of the District's Tax Increment paid to the Agency from the Project Area for the full Tax Increment Period. The District shall not proportionally reduce the agreed-upon amount of the tax increment paid to the Agency under this Agreement by the amount of any direct expenditures the District makes within the Project Area for the benefit of the Project Area or the Agency.

6. **Commencement and Termination of the Tax Increment Period.** The Tax Increment Period begins on the first day of January in the year during which the Agency delivers notice to the District that the Agency desires to commence the Tax Increment Period with respect to the Project Area, or January 1, 2025, whichever date is earlier ("**Tax Increment Commencement Date**"). If the Tax Increment Period is not triggered on or before the Tax Increment Commenced Date due to the Agency's failure to satisfy a legal prerequisite for the Tax Increment to commence by such Date, then this Agreement shall be void, and the District shall have no further obligation to provide Tax Increment to the Agency under this Agreement. The year of receipt of the first Tax Increment payment will not affect or determine the Tax Increment Commencement Date. The Parties are aware that Tax Increment payments are paid during the year following the year in which Tax Increment is generated or accrued. The Tax Increment Period will end on the 31<sup>st</sup> day of December preceding the tenth (25th) anniversary of the Tax Increment Commencement Date ("**Tax Increment Termination Date**"). The District's Tax Increment first generated from the Project Area after the Tax Increment Termination Date or after the maximum increment specified in Section 7 is paid to the Agency, whichever occurs first, shall be paid to the District.

7. **Maximum Payment of Tax Increment.** The total payments made to the Agency from the District's Tax Increment generated from the Project Area during the Tax Increment Period shall not exceed \$1,311,000.

8. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant(s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

9. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collection agency for the District. Centrally assessed property taxes are expressly excluded from the District's Tax Increment and shall not be received by the Agency under this Agreement. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax/levy rate of the District, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area.

10. **Approval of Plan and Adoption of Budget.** If the Agency fails to approve the Plan or adopt the Budget, in the form as attached hereto, or if the Weber County Commission fails to adopt by ordinance the Plan, substantially in the form as attached hereto, then this Agreement shall be void. If the Agency approves a plan or adopts a budget with changes or variations from the Plan and Budget attached hereto, then the District will have the opportunity to approve such changes or variations before this Agreement will be binding upon the Parties. This Interlocal Agreement shall be void if the District does not approve such changes or variations. Additionally, the District may void this Agreement if the Agency fails to approve the Plan or adopt the Budget, or if the Weber County Commission fails to adopt by ordinance the Plan, within 90 days after the execution date of this Agreement.

11. **Interlocal Cooperation Act.** In accordance with the requirements of the Cooperation Act, the Parties agree as follows:

- a. This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13- 202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Executive Director of the Agency is hereby designated as the administrator to administer all joint or cooperative undertaking pursuant to Section 11-13-207 of the Cooperation Act;
- e. The term of this Agreement shall commence on the Effective Date as defined below and shall continue for 180 days after the Tax Increment Termination Date, or the date on which the last payment of Tax Increment of the District is paid to the Agency, whichever date occurs first.

- f. This Agreement may be terminated before the end of the Tax Increment Termination Date by mutual written agreement of the Parties.
- g. The Agency will be responsible for budgeting all required funding for the Plan and the District will be responsible for budgeting its activities.

12. **Publication of Notice.** Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding this Agreement and the Party's resolution authorizing this Agreement, as provided and allowed pursuant to Section 11-13-219 of the Cooperation Act. The District agrees that the Agency may cause such publication of notice be made on the District's behalf and at the Agency's expense in a joint publication.

13. **No Third-Party Beneficiary.** Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third-party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

14. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area, Plan and Budget and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

15. **Modification.** A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties after proper approval of the modification or amendment as required by law. Any oral representation or modification concerning this Agreement shall not be binding upon the Parties, or any one of them.

16. **Further Documents and Acts.** Each of the Parties hereto agrees to cooperate in good faith with the other to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent and transactions contemplated under this Agreement.

17. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the Parties pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

18. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County or the District cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax

Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly. However, the Agency and the District shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

20. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

21. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

22. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the state of Utah.

23. **Effective Date.** Pursuant to Section 17C-5-204 of the Act, this Agreement shall become effective upon publication of the notice as required by the Act.

**SIGNATURES ON FOLLOWING PAGE**

**FULLY EXECUTED** as of the latest dated signature below.

**COMMUNITY REINVESTMENT AGENCY OF  
WEBER COUNTY,**

By: \_\_\_\_\_

\_\_\_\_\_, Chair of the Board

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

**WEBER FIRE DISTRICT**

By: \_\_\_\_\_

\_\_\_\_\_, Chair of the Board

Date: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

By: \_\_\_\_\_

## EXHIBIT A





**Exhibit B**

**Project Area Plan and Budget**

**(see attached)**