

Amendment of the Interlocal Cooperation Amendment

THIS AMENDMENT (the "Amendment") is entered into as of the ____ day of _____, 2021, by and between the Marriott-Slaterville City Community Reinvestment Agency (hereafter referred to as the "Agency") and the Weber School District, (hereafter referred to as the "Entity"). The Agency and the Entity may also be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, The City and the Entity entered into the original Interlocal Agreement on XXXXXX, 2017 as they mutually determined that it was in the best interests of the Entities and the public to enter into such Amendment to provide certain financial assistance for the development of the Project Area through the use of Tax Increment financing; and

WHEREAS, Utah Code Annotated §17C-4-201 authorizes a community reinvestment agency to negotiate with a taxing entity for all or a portion of the taxing entity's project area funds; and

WHEREAS, Utah Code Annotated §11-13-215 of the Interlocal Cooperation Act further authorizes the Entities to share its tax and other revenues with the Agency; and

WHEREAS, Senate Bill 6001 as approved during the 2020 Sixth Special Session of the Utah Legislature authorized a community reinvestment agency to extend a maximum of two years, for the collection period for certain project areas impacted by the COVID-19 emergency; and

WHEREAS, the Agency has notified the Entity of its intent to extend the collection of tax increment under the subject project area plan; and

WHEREAS, the adopted Interlocal Agreement specified an initial participation period of 15-years consisting of tax years 2017 through 2031, with the actual participation period running from tax year 2018 through 2032 as increment was first triggered in tax year 2018; and

WHEREAS, such Interlocal Agreement binding the terms and use of tax increment did not limit the cumulative maximum of tax increment the Agency can receive over the 15-year participation period; and

WHEREAS, the Agency anticipates, under current dollar-values, an estimated tax increment of approximately \$125,000 will be generated by this two-year extension; and

WHEREAS, the provisions of applicable Utah State law shall govern this Amendment, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the Utah Code Annotated, as amended, (hereafter referred to as the "Cooperation Act"); and

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. CONSENT:

- a. Extension: The Parties agree to extend, by two years, the collection period of tax increment paid to the Agency through 2034, inclusive.

- b. **Uses of Tax Increment:** Tax increment generated by this extension to be paid to the Agency for tax years 2033 and 2034 shall be strictly limited to municipal infrastructure, including but not limited to: secondary water infrastructure, storm water facilities, sewer improvements, transportation facilities, flood control and conservation within and near the Project Area, including pressurized secondary water service to the Entity's campus on 12th Street in the City. Less any amount used by the Housing Authority for public housing projects, specifically those in partnership with the Agency, Housing Authority, and Entity.
2. **No Third-Party Beneficiary.** Nothing in this Amendment shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this Amendment. Except for the Parties to this Amendment, no person or entity is an intended third-party beneficiary under this Amendment.
3. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts and law upon which this Amendment is based, including representations of the Agency concerning the Project Area any benefit to the community and to the Parties. Each of the Parties relies upon its own understanding and legal counsel for the relevant law and facts, information, and representations based upon its own due diligence and investigation.
4. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Amendment, the Parties hereby agree as follows:
 - a. This Amendment shall be authorized and adopted by resolution of the legislative body or governing board of each Party pursuant to and in accordance with the provisions of Utah Code Annotated §11-13-202.5 of the Cooperation Act.
 - b. This Amendment will not take legal effect and the notice described in Section 5.d. below shall not be issued until this Amendment (a) has been approved by each Party as required by Utah Code Ann. § 11-13-202(2), (b) it has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with law as required by Utah Code Ann. § 11-13-202.5, and (c) has been filed with the keeper of records of each Party, as required by Utah Code Ann. § 11-13-209.
 - c. The Executive of the Agency is hereby designated the Administrator of the Amendment for all purposes of the Cooperation Act, in accordance with Utah Code Annotated §11-13-207 of the Cooperation Act, and although no need for voting is anticipated, to the extent necessary, voting will be based upon one vote per party, pursuant to Utah Code Annotated § 11-13-206(1)(g).
 - d. The term of this Amendment shall commence on the publication of the notice required by Utah Code Annotated §17C-5-205 of the Act and shall continue through the date on which all of the Entities' Share for the specified fifteen (15) year period has been paid to the Agency as provided for herein or the Agency ceases to receive such Tax Increment pursuant to Section I.c., but in any event, unless amended, this Amendment shall terminate no later than the end of December 31, 2034, (with final payment being generated in 2035 for activity in tax year 2034). No other termination, in part or in

whole, of this Amendment shall be made without the adoption, by resolution, of an amendment to this Amendment by all the Parties.

e. Following the execution of this Amendment by both Parties, the Agency shall cause a notice regarding this Amendment to be published on behalf of both Parties in accordance with Utah Code Annotated §11-13-219 of the Cooperation Act and on behalf of the Agency in accordance with Utah Code Annotated §17C-5-205 of the Act.

f. The Parties agree that they do not, by this Amendment, create an interlocal entity.

g. There is no financial or joint or cooperative undertaking and no budget shall be established or maintained.

h. No real or personal property will be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.

5. **Modification and Amendment.** Except as otherwise provided herein, any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by all Parties. Any oral representation or modification concerning this Amendment shall be of no force or effect.

6. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Amendment.

7. **Governing Law.** This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

8. **Interpretation.** This Amendment shall be interpreted according to the standard rules of construction. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

9. **Severability.** If any provision of this Amendment shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Amendment will not be materially and adversely affected thereby:

a. Such holding or action shall be strictly construed.

b. Such provision shall be fully severable.

c. This Amendment shall be construed and enforced as if such provision had never comprised a part hereof.

d. The remaining provisions of this Amendment shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Amendment.

e. In lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties' intent in entering into this Amendment.

10. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Amendment by each such Party.

11. **Time of the Essence.** Time shall be of the essence of this Amendment.

12. **Headers.** The headers used in this Amendment are for convenience purposes only and do not provide any legal right.

13. **Incorporation of Recitals.** The recitals set forth above, are hereby incorporated by reference as part of this Amendment.

14. **Counterparts.** This Amendment 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.

ENTERED into as of the day and year first above written.

MARRIOTT-SLATERVILLE CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

By: _____

SCOTT VAN LEEUWEN, Chair

Attest:

Secretary

The undersigned, as counsel for the Marriott-Slaterville City Community Reinvestment Agency, has reviewed the foregoing Amended Interlocal Amendment and finds it to be in proper form and in compliance with applicable state law.

Attorney

Weber School District

By: _____

Title: _____

Attest:

By: _____

Title: _____

The undersigned, as attorney for the entity listed above, has reviewed the foregoing Amended Interlocal Amendment and finds it to be in proper form and in compliance with applicable state law.

Attorney