Ent 028440 Bk 89 Pg 574
Date: 19-APR-2018 3:35:04PM
Fee: NoneFiled By: BC
KERI PALLESEN, Recorder
DAGGETT COUNTY
For: DAGGETT COUNTY REDEVELOPMENT AGENCY

DAGGETT COUNTY REDEVELOPMENT AGENCY

RESOLUTION NO. 18-03RDA

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN DAGGETT COUNTY AND THE DAGGETT COUNTY REDEVELOPMENT AGENCY RATIFYING REPAYMENT OF DEBT OWED TO COUNTY AND TRANSFER OF LOAN PAYMENT FROM DAGGETT COUNTY REDEVELOPMENT AGENCY FUND 25 INTO DUTCH JOHN ENTERPRISE FUND 28.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "**Act**"), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Daggett County Redevelopment Agency (the "**Agency**") and Daggett County, Utah, (the "**County**") are "public agencies" for purposes of the Act; and

WHEREAS the County loaned funds to the Agency in the sum of $900,000.00 (the "**Loan**") under the terms set forth in the Interlocal Agreement dated June 1, 2011, between Daggett County and the Daggett County Redevelopment Agency (the "**Loan Agreement**"); and

WHEREAS after careful analysis and consideration of relevant information, the Agency determined that it was in the best interest of the Agency to return to the County unspent funds in the sum of $300,000.00 from the Loan; and

WHEREAS on December 2, 2013, the Agency returned to the County unspent funds in the sum of $300,000.00 (the "**Loan Payment**") by transferring the funds from Daggett County Redevelopment Agency Fund 25 ("**RDA Fund 25**") into Dutch John Enterprise Fund 28 ("**Dutch John Fund 28**") without resolution by either the Agency or the County regarding repayment of the Loan or transfer of funds; and

WHEREAS after careful analysis and consideration of relevant information, the County and the Agency desire to enter into an Interlocal Agreement for Repayment of Loan and Transfer of Payment ("**Interlocal Agreement**") pursuant to which the Agency will ratify the Loan Payment and the transfer of the Loan Payment from RDA Fund 25 to Dutch John Fund 28, and the County will ratify transfer of the Loan Payment from RDA Fund 25 to Dutch John Fund 28 and ratify the reduction of the Loan balance by $300,000.00;

NOW, THEREFORE, BE IT RESOLVED BY THE DAGGETT COUNTY REDEVELOPMENT AGENCY BOARD AS FOLLOWS:

1. The Agreement, substantially in the form attached hereto as **EXHIBIT A,** is approved and shall be executed for and on behalf of the Agency by the Chair and Secretary. The Agreement approved hereby is approved with such minor additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair, whose execution thereof on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Act and upon full execution of the Agreement, a duly executed original counterpart thereof shall be filed immediately with the Agency Secretary, the keeper of records of the Agency.

4. Upon full execution of the Interlocal Agreement, the Agency Secretary is hereby directed to publish or cause to be published a notice of the Interlocal Agreement, in substantially the form attached hereto as **EXHIBIT B,** in accordance with Section 11-13-219 of the Act, and make a copy of the Agreement available for public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice. The Agency hereby designates the Vernal Express, a newspaper of general circulation within the boundaries of the Agency, as the official newspaper for purposes of publishing the notice under UCA §11-13-219.

5. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the Daggett County Redevelopment Agency Board this 27th day of March, 2018.

Chair

Attest:

Secretary

The Daggett County Redevelopment Agency

4814-0363-9903, v.1

EXHIBIT A

Interlocal Agreement

Ent 028439 Bk 89 Pg 567
Date: 19-APR-2018 3:10:34PM
Fee: NoneFiled By: BC
KERI PALLESEN, Recorder
DAGGETT COUNTY
For: DAGGETT COUNTY

INTERLOCAL AGREEMENT FOR REPAYMENT OF LOAN AND TRANSFER OF PAYMENT

THIS INTERLOCAL AGREEMENT is entered into effective the 27th day of March 2018, by and between the **DAGGETT COUNTY REDEVELOPMENT AGENCY** (the "**Agency**") and **DAGGETT COUNTY, UTAH** (the "**County**") (collectively, the "**Parties**").

A. **WHEREAS** the County created the Agency, which currently operates under the Utah Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the "**Act**"), and the Agency is authorized under the Act to conduct urban renewal, economic development, and community development activities within the County, as contemplated by the Act; and

B. **WHEREAS** UCA §17C-1-207(1)(a)(viii) authorizes the County to lend, grant, or contribute funds to the Agency for an urban renewal, economic development, or community development project; and

C. **WHEREAS** UCA §11-13-215 further authorizes the County to share its tax and other revenues with the Agency; and

D. **WHEREAS** the County loaned the Agency approximately $900,000.00 (the "**Loan**") under the terms set forth in the Interlocal Agreement dated June 1, 2011, between Daggett County and the Daggett County Redevelopment Agency (the "**Loan Agreement**); and

E. **WHEREAS** tax increment revenues were unavailable or insufficient to meet all Agency expenses at the time of the Loan Agreement; and

F. **WHEREAS** repayment of the Loan by the Agency is contingent on the Agency receiving tax increment from one or more urban renewal, economic development, or community development projects sufficient to cover the amount(s) due; and

G. **WHEREAS** the Agency had not received any tax increment and was thus under no obligation to return repay the Loan; and

H. **WHEREAS** after careful analysis and consideration of relevant information, the Agency determined that it was in the best interest of the Agency to return to the County certain unspent funds from the Loan; and

I. **WHEREAS** on December 2, 2013, the Agency returned to the County unspent

Ent 028441 Bk 0089 Pg 0589

Ent 028440 Bk 0089 Pg 0577

I. **WHEREAS** on December 2, 2013, the Agency returned to the County unspent funds in the sum of $300,000.00 (the "**Loan Payment**") by transferring the funds from Daggett County Redevelopment Agency Fund 25 ("**RDA Fund 25**") into Dutch John Enterprise Fund 28 ("**Dutch John Fund 28**") without resolution by either the Agency or the County regarding repayment of the Loan or transfer of funds; and

J. **WHEREAS** after careful analysis and consideration of relevant information, the County determined that it was in the best interest of the County to accept the Loan Payment, to adjust the balance owing on the Loan from $900,000.00 to $600,000.00, and to transfer the Loan Payment from RDA Fund 25 into Dutch John Fund 28; and

K. **WHEREAS** after careful analysis and consideration of relevant information, the County and the Agency desire to ratify transfer of the Loan Payment from RDA Fund 25 to Dutch John Fund 28; ratify transfer of the Loan Payment RDA Fund 25 to Dutch John Fund 28; and ratify the reduction of the Loan balance by $300,000.00; and

L. **WHEREAS,** the provisions of applicable Utah State law including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**"), govern this Agreement;

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. **Agency's Use of Loan Funds.** The County hereby acknowledges that that use of the funds from the Loan by the Agency has been fully in accordance with the Loan Agreement and applicable Utah laws.

2. **Ratification of Loan Payment.** The Agency hereby ratifies the Loan Payment in the sum of $300,000.00 to the County on December 2, 2013.

3. **Receipt of Loan Funds.** The County hereby acknowledges receipt of the Loan Payment in the sum of $300,000.00 on December 2, 2013.

4. **Debt Reduction.** The County hereby ratifies the reduction of the amount owed by the Agency to the County under the Loan Agreement from $900,000.00 to $600,000.00 as of December 2, 2013.

5. **Transfer of Loan Payment.** The County and the Agency hereby ratify transfer of the Loan Payment from RDA Fund 25 to Dutch John Fund 28.

6. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

7. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

8. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by 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 the Section 11-13-202.5(3) 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 Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act.

9. **Modification and Amendment.** 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 Agreement shall be of no force or effect.

10. **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 Agreement.

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

12. **Interpretation.** The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

13. **Severability.** If any provision of this Agreement 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 Agreement 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 Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

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

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 effects the Parties' intent in entering into this Agreement.

14. **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 Agreement by each such Party.

15. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

[Signature Pages to Follow — Remainder of Page Intentionally Blank]

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

DAGGETT COUNTY REDEVELOPMENT AGENCY

Chair

ATTEST:

Secretary

The Daggett County Redevelopment Agency

Attorney Review for the Agency:

The undersigned, as counsel for the Daggett County Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

J. Craig Smith, *Agency Counsel*

ADDITIONAL SIGNATURE PAGE TO INTERLOCAL AGREEMENT

DAGGETT COUNTY BOARD OF COMMISSIONERS

Chair

ATTEST:

County Clerk

COUNTY CLERK
DAGGETT COUNTY
STATE OF UTAH

Attorney Review for the County:

The undersigned, as attorney for Daggett County, Utah, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

NIEL H LUND, *County Attorney*

EXHIBIT B

Notice for Newspaper Publication

NOTICE OF INTERLOCAL AGREEMENT BETWEEN DAGGETT COUNTY AND THE DAGGETT COUNTY REDEVELOPMENT AGENCY

Pursuant to Section 11-13-219, Utah Code Annotated 1953, as amended, the Daggett County Community Development and Renewal Agency (the "**Agency**") and Daggett County, Utah (the "**County**") are jointly providing this notice with respect to an Interlocal Agreement (the "**Interlocal Agreement**") entered into by and between the County and the Agency whereby the Agency agrees to return funds loaned to it by the County and the County agrees to forgive any remaining indebtedness owed to it by the Agency.

A copy of the Interlocal Agreement and corresponding resolutions are and will be available for public inspection and copying at the Agency's offices and at the County offices, both located at 95 North 1st West, Manila, Utah, 84046, between the hours of 9 a.m. and 5 p.m., Monday through Friday, for a period of at least 30 days following the publication of this notice.

For a period of 30 days after publication of this notice (the "**30-Day Period**"), any person in interest may contest the Interlocal Agreement or the procedure used to adopt it if the Interlocal Agreement or the procedure fails to comply with any applicable statutory requirement. After the 30-Day Period, no person may contest the Interlocal Agreement for any cause.

Dated and published: April 17, 2018.

DAGGETT COUNTY REDEVELOPMENT AGENCY

/s/ _____

Title: County Clerk/Treasurer