

**INTERLOCAL COOPERATION AGREEMENT**

*between*

**REDEVELOPMENT AGENCY OF SALT LAKE COUNTY**

*and*

**TOWN OF ALTA**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into between the REDEVELOPMENT AGENCY OF SALT LAKE COUNTY (the "Agency") and the TOWN OF ALTA (the "Town") (collectively, the "Parties").

**RECITALS**

A. The Agency was created pursuant to the provisions of the Utah Redevelopment Law and the Agency continues to operate under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "Act"), and is authorized thereunder to perform urban renewal, economic development, community development, and community reinvestment activities in unincorporated Salt Lake County, Utah as contemplated by the Act.

B. WHEREAS the Town desires that the Agency exercise all powers granted to an agency under the Act within the Town as allowed by Utah Code § 17C-1-204(1); and

C. WHEREAS the Town and the Agency have negotiated this Agreement to establish the terms and conditions under which the Agency shall exercise the power granted to it by the Act within the Town for the purpose creating a new community reinvestment project area covering approximately the areas shown on EXHIBIT A to this Agreement; and

D. The Parties to this Agreement are "public agencies" as defined by Utah Code Ann. § 11-13-103(19) of the Interlocal Cooperation Act (the "Cooperation Act") and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

E. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe it will contribute to the prosperity of Salt Lake County and its residents.

## AGREEMENT

**NOW THEREFORE**, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Cooperation Act, the Parties hereby agree as follows:

### 1 . AGENCY AUTHORITY.

- A. The Town hereby grants to the Agency all power and authority necessary to accomplish the creation of a new community reinvestment project area within the Town, located in approximately the area shown on Exhibit A (the "Proposed Project Area").
- B. The Town hereby grants to the Agency all power and authority to negotiate with taxing entities (including the Town) regarding the Proposed Project Area and to execute interlocal agreements pursuant to the Cooperation Act with said taxing entities for purposes of facilitating project area development within the Proposed Project Area.
- C. The Town further grants to the Agency all power and authority that may be reasonably necessary to accomplish the purposes of this resolution.

### 2 . STATUTORY REQUIREMENTS.

As set forth in Utah Code § 17C-1-204(2):

- A. The Agency may act in all respects as if the Proposed Project Area were entirely within the Agency's boundaries;
- B. The Agency board has all the rights, powers, and privileges with respect to the Proposed Project Area as if the project area were within the Agency's boundaries;
- C. The Agency may be paid project area funds to the same extent as if the Proposed Project Area were entirely within the Agency's boundaries; and
- D. The Town of Alta Council shall adopt, by ordinance, the project area plan and budget for the Proposed Project Area and Budget as approved by the Agency

### 3 . TOWN OVERSIGHT

- A. The parties agree that the Agency shall take only those actions contemplated by this Agreement as desired by the Town and approved by the Town Council.

#### 4. GENERAL PROVISIONS.

A. Effective Date. This Agreement takes effect upon execution by both Parties and upon filing with the keeper of records of each Party as provided in Section 11-13-209 of the Cooperation Act.

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

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Cooperation Act.

(ii) 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.

(iii) 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.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Cooperation Act.

(v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Chief Administrative Officer of the Agency pursuant to Section 11-13-207 of the Cooperation Act.

C. Third Party Beneficiaries. 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 as specifically provided herein.

D. 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 each of the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

E. 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.

F. Governing Law. The laws of the State of Utah and the ordinances of Salt Lake County govern this Agreement, both as to interpretation and performance.

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

H. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement will remain operative and binding on the Parties.

I. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email shall be deemed an original signed copy of this Agreement.

**IN WITNESS WHEREOF**, the Parties execute this Agreement as of the dates shown below.

*[The balance of this page was intentionally left blank – signature pages follow.]*

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR AGENCY

REDEVELOPMENT AGENCY OF  
SALT LAKE COUNTY

By: \_\_\_\_\_  
Arlyn Bradshaw  
Chairman of the Board of Directors

Dated: \_\_\_\_\_, 2019

APPROVED AS TO FORM

By Jason S. Rose Digitally signed by Jason S. Rose  
Date: 2019.09.11 13:22:40 -06'00'  
Deputy District Attorney

*[Signatures continue on next page.]*



INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE TOWN OF ALTA

TOWN OF ALTA

By: 

Name: Harris Soudak

Its: Mayor

Dated: March 18, 2019

ATTEST

By 

Town Clerk

APPROVED AS TO FORM

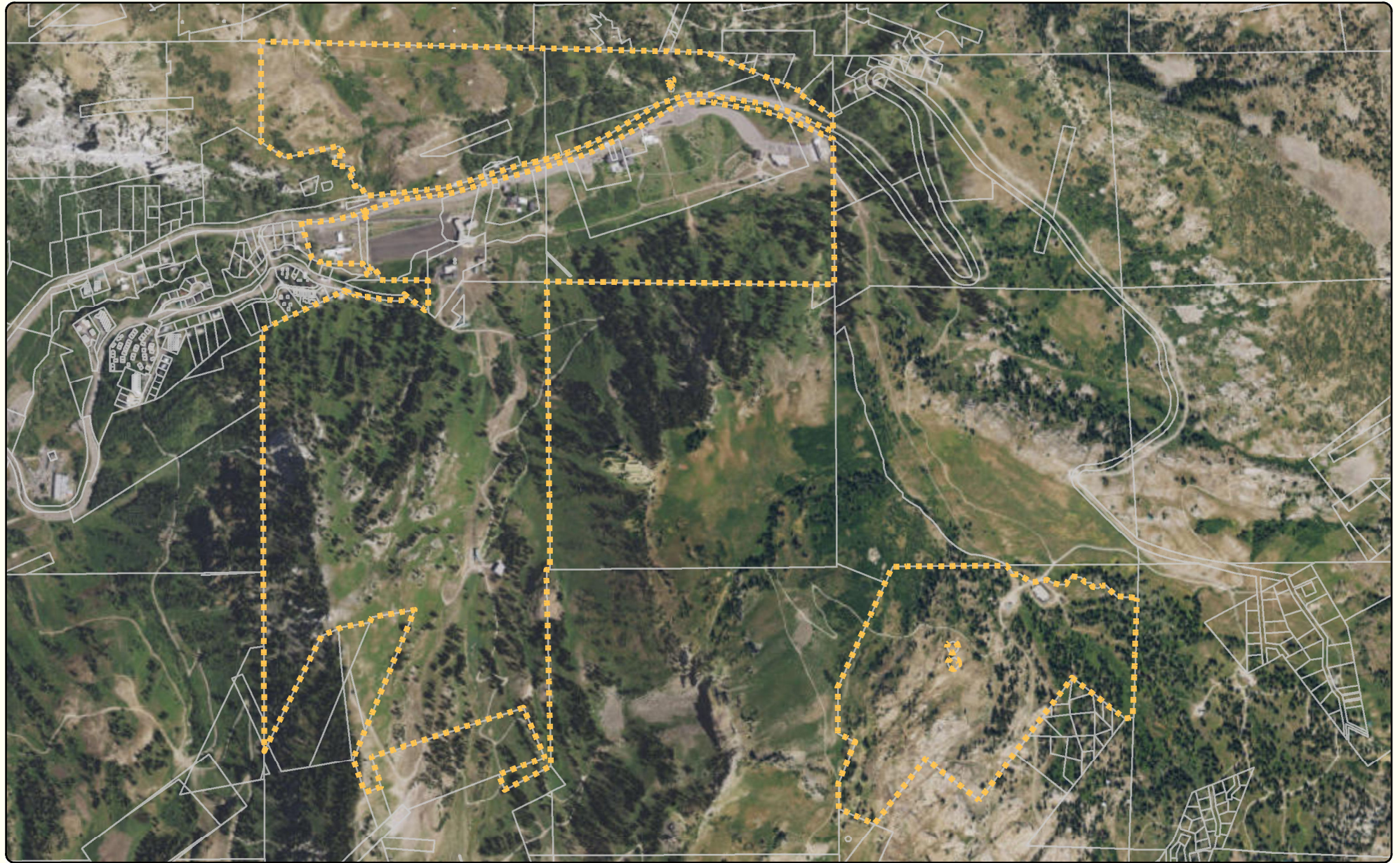
By 

Town Attorney

# EXHIBIT A

Town of Alta Proposed Project Area





**Legend**

- - - Alta Commercial Core CRA Area
- Parcels

In Conjunction with the Offices of:  
 Salt Lake County Assessor  
 Salt Lake County Clerk  
 Salt Lake County Council  
 Salt Lake County Mayor  
 Salt Lake County Recorder

# Alta Commercial Core Community Reinvestment Area

The information depicted on this map is not field verified and is for general reference only. The information is not intended to be used to determine property ownership, final building and site design, jurisdictional boundaries, or to replace a certified topographical or boundary survey, or any other legal document.

Prepared By The Office of:  
**REID J. DEMMAN P.L.S.**  
 Salt Lake County Surveyor

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[slco.org/surveyor](http://slco.org/surveyor)

