



Herriman City Fire Service Area Agenda

Wednesday, December 13, 2023

NOTICE IS HEREBY GIVEN that the Herriman City Council shall assemble for a meeting in the City Council Chambers, located at
5355 WEST HERRIMAN MAIN STREET, HERRIMAN, UTAH

1. Call to Order

1. Approval of Minutes

- 1.1. Motion for review and outline of the finalization process to approve the minutes of December 13, 2023

2. Discussion and Action Items

- 2.1. Discussion and consideration of a Resolution approving interlocal cooperative agreements with the Community Development and Renewal Agency of Herriman City – Kyle Maurer, Finance Director

3. Adjournment

In accordance with the Americans with Disabilities Act, Herriman City will make reasonable accommodation for participation in the meeting. Request assistance by contacting Herriman City at (801) 446-5323 or info@herriman.org and provide at least 48 hours advance notice of the meeting.

ELECTRONIC PARTICIPATION: Members may participate electronically via telephone, Skype, or other electronic means during this meeting.

I, Jackie Nostrom, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website www.utah.gov/pmn/index.html and on Herriman City's website at www.herriman.org. Posted and Dated this December 7, 2023 /s/ Jackie Nostrom, City Recorder

5355 W. Herriman Main St. • Herriman, Utah 84096
(801) 446-5323 office • herriman.org

Posted and Dated this [enter posted date]

Wendy Thorpe
Deputy City Recorder



STAFF REPORT

DATE: November 17, 2023

TO: The Fire Service Area Board

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Discussion and consideration of a Resolution approving interlocal cooperative agreements with the Community Development and Renewal Agency of Herriman City

RECOMMENDATION:

Staff recommends approval of the agreements

ISSUE BEFORE COUNCIL:

Should the Board approve the interlocal agreements with the Community Development and Renewal Agency of Herriman City?

BACKGROUND/SUMMARY:

On June 14, 2023, the Herriman City Fire Service Area Board approved interlocal agreements with the Community Development and Renewal Agency of Herriman City to participate in tax increment agreements previously negotiated with the Unified Fire Service Area (UFSA). Upon submission of these agreements to Salt Lake County to begin tax increment collections in 2024, it was discovered that the agreements did not specify the specific project areas included in the agreements. Staff has added the project area names to each of the agreements, along with other minor technical and formatting changes.

DISCUSSION:

The Board approved these agreements during the June 14, 2023, Board meeting. Staff are requesting approval of the modified agreements to include the project area name and some minor technical and formatting changes. No terms of the agreements have changed.

ALTERNATIVES:

The Board may choose to not accept the agreements or modify the agreements as presented.

FISCAL IMPACT:

Fiscal impacts are included in the June 14, 2023, board packet.

ATTACHMENTS:

Resolution Agreement - Herriman Towne Center Community Development Area Agreement -
Anthem Community Reinvestment Area Agreement - Herriman Business Park Community
Development Area

**HERRIMAN CITY FIRE SERVICE AREA
RESOLUTION NO. R –**

A RESOLUTION OF THE HERRIMAN CITY FIRE SERVICE AREA APPROVING INTERLOCAL COOPERATIVE AGREEMENTS WITH THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY

WHEREAS, the Herriman City Fire Service Area (the “Taxing Entity”) met in an open and public meeting on December 13, 2023, to consider, among other things, approving three interlocal cooperative agreements with the Community Development and Renewal Agency of Herriman City; and

WHEREAS, the Taxing Entity and Community Development and Renewal Agency of Herriman City (the “Agency”) are “public agencies” as defined by the Utah Interlocal Cooperation Act (Utah Code Section 11-13-101 to -608), and are therefore authorized 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; and

WHEREAS, pursuant to Section 17C-4-101 et seq. of the Act the Agency is authorized to negotiate with a taxing entity for the Agency to receive all or a portion of the taxing entity tax increment for the purpose of providing funds to carry out an adopted community development project area plan; and

WHEREAS, the Herriman City Fire Service Area is a taxing entity under the Act and the Agency has negotiated with the Herriman City Fire Service Area to receive a portion of property tax increment the terms of which are set forth in the attached interlocal agreements (“Interlocals”).

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HERRIMAN CITY FIRE SERVICE AREA that the Interlocals be approved, that the Chairperson and Secretary are hereby authorized and directed to execute and deliver the same, and that the Secretary is hereby authorized and directed to provide notice as set forth in Section 17C-4-402 of the Act.

ADOPTED by the Board of Directors of the Herriman City Fire Service Area this 13th day of December 2023.

HERRIMAN CITY FIRE SERVICE AREA

By: _____
Chairperson

Attest:

By: _____
Secretary

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is between _____, ~~the COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY, a Utah~~ _____ ("the Agency"), and ~~Herriman City Fire Services Area~~ HERRIMAN CITY FIRE SERVICE AREA ("Fire District"). This Agreement is effective when the last party executes this Agreement as indicated by the date stated under that party's signature line ("Effective Date").

Recitals

A. The Agency was created and organized pursuant to the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Herriman City ("City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens.

A.B. Pursuant to Resolution No. 09-03 adopted by the Agency on April 23, 2009, the Agency established the Herriman Towne Center Community Development Project Area (the "Project Area") through adoption of the Project Area Plan.

B.C. The Fire District has determined that it is in the best interest of the Fire District to provide certain financial assistance through the use of Tax Increment (as defined below) to the Project Area in connection with the development of the project area. Such development and growth will greatly benefit the Fire District in the future.

C.D. This Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) ("Cooperation Act").

NOW, THEREFORE, the parties agree as follows:

1. [Terms]. The Parties agree that for purposes of calculation of the Fire District's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2009, and the base taxable value shall be \$7,615,714, which base taxable value is subject to adjustment by law in accordance with the provisions of the Community Reinvestment Agency Act. Pursuant to Section 17C-5-204 of the Community Reinvestment Agency Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the

Fire District hereby agrees and consents that the project area funds collection period (the "Project Area Funds Collection Period") shall be ten (10) years and in no instance shall it extend beyond 2033. During the Project Area Funds Collection Period, the Agency shall receive and be paid seventy five percent (75%) of the tax increment attributable to the Fire District's tax levy on both real and personal property within the Project Area (the "Fire District Share"), for the purpose of providing funds to the Agency to carry out the Project Area Plan. The Project Area Funds Collection Period shall commence with 2024 at the by

written notice to the Fire District and to the Salt Lake County Auditor and Assessor; and provided further, that any portion of the Fire District's taxes resulting from an increase in the Fire District's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the Fire District specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. All tax increment from the Project Area attributable to the Fire District's tax levy for tax years beyond the Project Area Funds Collection Period shall be paid by Salt Lake County to the Fire District, For the ten (10) year period described above, the remaining 25% of the Tax Increment attributable to the Fire District's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the Fire District. All tax increment from the Project Area attributable to the Fire District's tax levy for tax years beyond the ten (10) year period described above shall be paid by Salt Lake County to the Fire District. The calculation of the Fire District's portion of annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. 17C-I-102(60) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

2. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

3. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and 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 transactions contemplated under this Agreement.

4. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Fire District:

Herriman City Fire Service Area
ATTN: Secretary
5355 W Herriman Main St
Herriman, UT 84096-5836

If to Agency:

Community Development and Renewal Agency of Herriman City
ATTN: Secretary
5355 W Herriman Main St
Herriman, UT 84096-5836

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

5. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto 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.

6. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

7. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

8. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

9. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

10. **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.

11. **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.

12. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Utah County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

13. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

14. **Duration.** This Agreement shall terminate forty (40) years after the Effective Date.

15. **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.

16. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

17. **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 has been, on or prior to the date hereof, 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 has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party pursuant to and in accordance with the provisions of 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; and

e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Fire District:

Attest:

By: _____
Its: Board Chair

~~Its: Board Chair~~

Secretary

Approved as to form:

Attorney for Fire District

Agency:

Attest:

By: _____
Its: Chair

Its: Chair

Secretary

Approved as to form:

Attorney for Agency

INTERLOCAL COOPERATION AGREEMENT

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Recitals

A. The Agency was created and organized pursuant to the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Herriman City ("City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens.

A.B. Pursuant to Resolution No. R2017-04 adopted by the Agency on August 9, 2017, and Ordinance No. 2017-39 adopted by the City of Herriman on August 9, 2017, the Agency established the Herriman Anthem Community Reinvestment Project Area (the "Project Area") through adoption of the Project Area Plan.

B.C. The Fire District has determined that it is in the best interest of the Fire District to provide certain financial assistance through the use of Tax Increment (as defined below) to the Project Area in connection with the development of the project area. Such development and growth will greatly benefit the Fire District in the future.

C.D. This Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) ("Cooperation Act").

NOW, THEREFORE, the parties agree as follows:

1. [Terms]. The Parties agree that for purposes of calculation of the Fire District's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2017, and the base taxable value shall be \$10,248,574, which base taxable value is subject to adjustment by law in accordance with the provisions of the Community Reinvestment Agency Act. Pursuant to Section 17C-5-204 of the Community Reinvestment Agency Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the

Fire District hereby agrees and consents that the project area funds collection period (the "Project Area Funds Collection Period") shall be ten (10) years and in no instance shall it extend beyond 2035. During the Project Area Funds Collection Period, the Agency shall receive and be paid seventy five percent (75%) of the tax increment attributable to the Fire District's tax levy on both real and personal property within the Project Area (the "Fire District Share"), for the purpose of providing funds to the Agency to carry out the Project

Area Plan. The Project Area Funds Collection Period shall commence with 2024 at the by written notice to the Fire District and to the Salt Lake County Auditor and Assessor; and provided further, that any portion of the Fire District's taxes resulting from an increase in the Fire District's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the Fire District specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. All tax increment from the Project Area attributable to the Fire District's tax levy for tax years beyond the Project Area Funds Collection Period shall be paid by Salt Lake County to the Fire District, For the ten (10) year period described above, the remaining 25% of the Tax Increment attributable to the Fire District's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the Fire District. All tax increment from the Project Area attributable to the Fire District's tax levy for tax years beyond the ten (10) year period described above shall be paid by Salt Lake County to the Fire District. The calculation of the Fire District's portion of annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. 17C-1-102(60) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

2. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

3. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and 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 transactions contemplated under this Agreement.

4. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Fire District:

Herriman City Fire Service Area
ATTN: Secretary
5355 W Herriman Main St
Herriman, UT 84096-5836

If to Agency:

Community Development and Renewal Agency of Herriman City
ATTN: Secretary
5355 W Herriman Main St
Herriman, UT 84096-5836

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

5. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto 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.

6. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, ~~firm~~firm, or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

7. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

8. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

9. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

10. **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.

11. **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.

12. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Utah County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

13. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

14. **Duration.** This Agreement shall terminate forty (40) years after the Effective Date.

15. **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.

16. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

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a. This Agreement has been, on or prior to the date hereof, 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 has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party pursuant to and in accordance with the provisions of 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; and

e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Fire District:

Attest:

By: _____

Its: Board Chair

~~Its: Board Chair~~

Secretary

Approved as to form:

Attorney for Fire District

Agency:

Attest:

By: _____

Its: Chair

Secretary

Approved as to form:

Attorney for Agency

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Recitals

A. The Agency was created and organized pursuant to the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Herriman City ("City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens.

A.B. Pursuant to Resolution R2015-01 adopted by the Agency on January 28, 2015, the Agency established the Herriman Business Park Community Development Project Area (the "Project Area") through adoption of the Project Area Plan.

B.C. The Fire District has determined that it is in the best interest of the Fire District to provide certain financial assistance through the use of Tax Increment (as defined below) to the Project Area in connection with the development of the project area. Such development and growth will greatly benefit the Fire District in the future.

C.D. This Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) ("Cooperation Act").

NOW, THEREFORE, the parties agree as follows:

1. [Terms]. The Parties agree that for purposes of calculation of the Fire District's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be \$384,642, which base taxable value is subject to adjustment by law in accordance with the provisions of the Community Reinvestment Agency Act. Pursuant to Section 17C-5-204 of the Community Reinvestment Agency Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the

Fire District hereby agrees and consents that the project area funds collection period (the "Project Area Funds Collection Period") shall be fourteen (14) years and in no instance shall it extend beyond 2038. During the Project Area Funds Collection Period, the Agency shall receive and be paid seventy five percent (75%) of the tax increment attributable to the Fire District's tax levy on both real and personal property within the Project Area (the "Fire District Share"), for the purpose of providing funds to the Agency to carry out the Project

Area Plan. The Project Area Funds Collection Period shall commence with 2024 at the by written notice to the Fire District and to the Salt Lake County Auditor and Assessor; and provided further, that any portion of the Fire District's taxes resulting from an increase in the Fire District's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the Fire District specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. All tax increment from the Project Area attributable to the Fire District's tax levy for tax years beyond the Project Area Funds Collection Period shall be paid by Salt Lake County to the Fire District, For the fourteen (14) year period described above, the remaining 25% of the Tax Increment attributable to the Fire District's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the Fire District. All tax increment from the Project Area attributable to the Fire District's tax levy for tax years beyond the fourteen (14) year period described above shall be paid by Salt Lake County to the Fire District. The calculation of the Fire District's portion of annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. 17C-1-102(60) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

2. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

3. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and 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 transactions contemplated under this Agreement.

4. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Fire District:

Herriman City Fire Service Area
ATTN: Secretary
5355 W Herriman Main St
Herriman, UT 84096-5836

If to Agency:

Community Development and Renewal Agency of Herriman City
ATTN: Secretary
5355 W Herriman Main St
Herriman, UT 84096-5836

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

5. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto 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.

6. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

7. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

8. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

9. **Amendments.** No addition to or modification of any provision contained in this

Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

10. **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.

11. **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.

12. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Utah County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

13. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

14. **Duration.** This Agreement shall terminate forty (40) years after the Effective Date.

15. **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.

16. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

17. **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 has been, on or prior to the date hereof, 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 has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party pursuant to and in accordance with the provisions of 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; and

e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Fire District:

Attest:

By: _____

Its: Board Chair

Its: Board Chair

Secretary

Approved as to form:

Attorney for Fire District

Agency:

Attest:

By: _____

Its: Chair

~~Its: Chair~~

Secretary

Approved as to form:

Attorney for Agency