

MILITARY INSTALLATION DEVELOPMENT AUTHORITY

RESOLUTION 2025-08

A RESOLUTION OF THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (“MIDA”) APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE UTAH STATE ARMORY BOARD FOR THE UTAH NATIONAL GUARD PROJECT AREA

WHEREAS, pursuant to Chapter 1, Title 63H Utah Code annotated 1953, as amended (“MIDA Act”), MIDA is an “independent, nonprofit, separate body corporate and politic, with perpetual succession and statewide jurisdiction, whose purpose is to facilitate the development of land within a project area or on military land associated with a project area”; and

WHEREAS, MIDA, working with the Utah State Armory Board (“Armory Board”) and the Utah National Guard, created the Utah National Guard Project Area (“Project Area”) pursuant to the MIDA Act on November 7, 2024; and

WHEREAS, pursuant to Chapter 2, Title 39A Utah Code annotated 1953, as amended, the Armory Board is a “body corporate with perpetual succession” that may “contract and be contracted with” and “take and hold by purchase, gift, devise, grant, or bequest real and personal property required for the board’s use”; and

WHEREAS, certain land owned by the Armory Board located in Beaver City, Utah is a part of the Project Area; and

WHEREAS, pursuant to the MIDA Act and Chapter 13, Title 11 Utah Code annotated 1953, as amended (“Interlocal Cooperation Act”), MIDA and the Armory Board desire to enter into an interlocal cooperation agreement to develop the property motor pool area to be used for Utah military purposes;

WHEREAS, pursuant to the MIDA Act and the Interlocal Cooperation Act, MIDA and the Armory Board have drafted an Interlocal Agreement (the “Agreement”) between them to set forth the relationship between the two parties, a copy of which is attached to this Resolution; and

WHEREAS, the Agreement was submitted to an attorney authorized to represent the Armory Board and an Attorney authorized to represent MIDA for review as to proper form and compliance with applicable law.

NOW, THEREFORE, BE IT RESOLVED BY THE MIDA BOARD that the Agreement titled “Interlocal Cooperation Agreement Between MIDA and Utah State Armory Board,” is hereby approved and the Executive Director is authorized to finalize the Agreement with the Armory Board and make such final minor amendments as are necessary to execute the same on its behalf.

PASSED AND ADOPTED by the MIDA Board this 24th day of June, 2025.

Military Installation Development Authority



J. Stuart Adams
Chair

Attest:



Sara Turner
MIDA Staff

Interlocal Cooperation Agreement

between

MIDA

and

Utah State Armory Board

This Interlocal Cooperation Agreement (“**Agreement**”) is made and entered into as of _____, 2025 by and between the Military Installation Development Authority, a public corporation and political subdivision of the State of Utah (“**MIDA**”) and the Utah State Armory Board, a political subdivision of the State of Utah and a subsidiary of MIDA (“**Armory Board**”). Individually each may be referred to as “**Party**” and collectively as “**Parties**”.

Recitals:

WHEREAS, pursuant to Chapter 1, Title 63H Utah Code annotated 1953, as amended (“**MIDA Act**”), MIDA is an “independent, nonprofit, separate body corporate and politic, with perpetual succession and statewide jurisdiction, whose purpose is to facilitate the development of land within a project area or on military land associated with a project area”; and

WHEREAS, the Armory Board is a body corporate with perpetual succession created by the National Guard and Militia Act as set forth in Title, 39A, Chapter 2, Utah Code Annotated, 1953 as amended, and which has the responsibility to supervise and control held or acquired for the military purposes of the state; and

WHEREAS, on November 7, 2024, the MIDA Board, working with the Armory Board and the Utah National Guard, adopted a resolution created the Utah National Guard Project Area (“**NG Project Area**”) pursuant to the MIDA Act; and

WHEREAS, the NG Project Area includes certain property owned by the Armory Board and located in Beaver City, Utah, which is more particularly described in Exhibit A to this Agreement, which is incorporated herein (the “**Property**”); and

WHEREAS, MIDA and the Armory Board have agreed that MIDA shall develop the Property motor pool area to be used for Utah military purposes; and

WHEREAS, MIDA shall develop the Property, as set forth in this Agreement, solely using MIDA funds which will be reimbursed by funds generated in the future by the NG Project Area, and the development of the Property; and

WHEREAS, pursuant to the provisions Title 11 Chapter 13, Utah Code Annotated,

the Interlocal Cooperation Act, MIDA and the State Armory Board desire to enter into this Interlocal Cooperation Agreement to set forth and describe certain relationships and transactions between the Parties; and

Agreement

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants made herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **PURPOSE.** The Parties are entering into this Agreement to facilitate MIDA's removal of a small building on the Property and its subsequent development as a motor pool site (the "Project") to be used for Utah military purposes. The demolition and construction on the Property shall be conducted by MIDA, as MIDA's cost and expense (to the limit set forth in this Agreement. The Armory Board agrees that MIDA shall then be reimbursed for such costs out of future revenues from properties within the NG Project Area that are available to MIDA.

2. **TERM.** This Agreement shall commence on the Effective Date as described in Section 10(b) of this Agreement and shall terminate when MIDA has been fully reimbursed for MDIA funds expended on the Project and has provided written notice of such to the Armory Board.

3. **MIDA OBLIGATIONS.** MIDA agrees that it shall take the following actions with respect to the Project:

a. arrange for an appropriate environmental study of the Property, if agreed to by the Parties; and

b. engage a qualified civil engineer to draft demolition and/or construction plans for the Project (the "Plans"); and

b. engage, supervise and direct a qualified contractor to remove the small building located on the Property, perform such grading necessary to appropriately level the property, construct an all-weather surface on the property consisting of road base materials, and install a fence and gate, all as set forth in the Plans that will be agreed upon by the Parties and incorporated into this Agreement. The Plans may be amended or adjusted as needed during the construction of the Project, by written agreement of the Parties.

4. **ARMORY BOARD OBLIGATIONS.** The Armory Board hereby grants to MIDA and its employees, agents, and independent contractors and subcontractors the right to access to the Property for the purpose of MIDA performing its obligations constructing the Project pursuant to Section 3 above. This access shall be subject to the following restrictions:

a.

5. **FINANCIAL AGREEMENTS.** The Parties agree that the costs for the Project shall be allocated and/or reimbursed as follows:

a. MIDA shall pay, out of MIDA funds, for the performance of its obligations under Section 3 above (the "MIDA Costs"), provided however, that the total amount expended by MIDA pursuant to this Agreement shall not exceed \$1,000,000 (one million dollars) (the "MIDA Cost Limit").

b. In the event an underground storage tank, lead-based paint, or asbestos-containing materials are found on the site, MIDA will notify the State Armory Board, and the parties will meet within 30 days of such notice to discuss whether this Agreement should be amended to adjust the MIDA Cost Limit.

c. MIDA shall be repaid for the MIDA Costs from funds generated from other Armory Board properties that are currently in the NG Project Area or may be added in the future. This repayment will be from funds generated by MIDA related development on those properties at such time and on such schedule as MIDA may determine, in its sole discretion.

d. The Armory Board shall be responsible for any costs incurred with the Project that are in excess of the MIDA Cost Limit, provided that MIDA shall inform the Armory Board at least 30 days prior to the MIDA Cost Limit being exceeded and the Armory Board, at its sole discretion, may cancel or suspend the construction of the Project. If construction is not canceled or suspended by the Armory Board after said notification, , then the Armory Board agrees to pay any costs in excess of the MIDA Cost Limit are incurred by MIDA within 60 days of being invoiced for such costs by MIDA.

6. **NO SEPARATE ENTITY CREATED.** No separate legal entity is created by the terms of this Agreement. There shall be no real or personal property jointly acquired by the Parties as a result of this Agreement.

7. **NO THIRD-PARTY BENEFICIARIES.** This Agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective Parties hereto. No third-party may enforce the terms of this Agreement or rely on this Agreement in any action against either of the Parties.

8. **PARTIES AS GOVERNMENTAL ENTITIES.** Both Parties are governmental entities subject to the provisions of the Utah Governmental Immunity Act and the substantive and procedural protections thereof. By execution of this Agreement, neither Party waives any of the substantive or procedural defenses or protections of the Act including specifically without reservation the limitations on actions and the limitations on judgments contained therein.

9. GENERAL INDEMNITY. Subject to the provisions of this Section, each Party agrees to indemnify, release, hold harmless and defend the other party hereto from all claims, damages, liabilities, and judgments for injury to persons, loss of life, or damage to property occurring because of the negligent acts or omissions of the indemnifying Party, its officers, or employees in connection with this Agreement.

10. INTERLOCAL ACT REQUIREMENTS.

a. This Agreement shall be authorized by resolution or ordinance of the legislative body of each Party, pursuant to §11-13-202.5(l)(b) of the Interlocal Corporation Act;

b. The resolution or ordinance of a Party's legislative body approving this Agreement shall specify the effective date of this Agreement, pursuant to §11-13-202.5(2) of the Interlocal Corporation Act; and

c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Interlocal Corporation Act.

11. CONTRACT REPRESENTATIVE.

a. Each Party agrees to designate a contract representative responsible for matters involving contract interpretation and performance during the term of the Agreement. The initial contract representatives shall be:

i. For MIDA, the NG Project Area Director, who is currently Ariana Farber.

i. For the Armory Board, the _____, who is currently _____.

iii. The Parties agree to provide notice to the other Party of any change in the designated contract representative prior to the effective date of the transfer of responsibilities.

b. The Parties agree that the representatives may implement and clarify this Agreement through Memorandum's of Understanding executed by the representatives ("MOUs").

12. NOTICE. Whenever a Party is required to give notice under this Agreement, it shall be given in writing by depositing it, postage pre-paid, with the U.S. Postal Service addressed to the other Party as follows:

a. If to MIDA: Military Installation Development Authority

Attention: Executive Director
450 Simmons Way, No. 400
Kaysville, UT 84037-6722

With a copy to: MIDA General Counsel
450 Simmons Way, No. 400
Kaysville UT 84037-6722

b. If to Armory Board: _____
Attention _____

With a copy to: Utah Attorney General's Office
Attention: _____

The Parties may change the person or address where notice is given by providing written notice to the other Party.

13. AMENDMENT. The terms of this Agreement may be modified or amended at any time through execution by the Parties of a written amendment hereto. Any amendment of the Agreement shall specify the changes hereto and the effective date(s) of the changes.

14. WHOLE AGREEMENT. This Agreement, including any exhibits or addendums hereto (which are hereby incorporated herein by reference), contains the entire agreement between the Parties, and as of the Effective Date All promises, representations, understandings, warranties, inducements and agreements with respect to the matters described in this Agreement have been expressed herein. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect. Any terms not specifically defined herein but defined in the MIDA Act shall have the meanings set forth in the MIDA Act.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective as specified above.

[signature page follows]

Military Installation Development
Authority

Paul Morris
Executive Director

Approved as to form:

MIDA Legal Counsel

Utah State Armory Board

Name: _____
Title: _____

Approved as to Form:

Armory Board Legal Counsel

*[Signature page to
Interlocal Cooperation Agreement between MIDA and State Armory Board]*