

GRAND COUNTY COMMUNITY REINVESTMENT AGENCY

RESOLUTION NO. 1000-2018

A RESOLUTION OF THE GRAND COUNTY COMMUNITY REINVESTMENT AGENCY APPROVING AN INTERLOCAL AGREEMENT WITH MOAB CITY AUTHORIZING THE AGENCY TO CONDUCT PROJECT AREA DEVELOPMENT ACTIVITIES WITHIN THE CITY

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; and

WHEREAS the Grand County Community Reinvestment Agency (the "Agency") and Moab City (the "City") are "public agencies" for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an interlocal agreement with the City (the "Interlocal Agreement") whereby the City authorizes the Agency to conduct certain project area development activities, as authorized by Utah Code Title 17C, within Moab City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GRAND COUNTY COMMUNITY REINVESTMENT AGENCY:

1. The Interlocal Agreement, substantially in the form attached hereto as **EXHIBIT A** and with such changes as may be deemed advisable or necessary by the Agency, is approved and shall be executed by the Agency.
2. The Interlocal Agreement shall take effect when executed by both parties.
3. Pursuant to Section 11-13-202.5 of the Act, the Agreement has been submitted, or will be submitted prior to execution, to legal counsel for each party for review and approval as to form and legality.
4. Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a duly executed counterpart thereof shall be filed immediately with the keeper of records of each party.
5. This Resolution shall take effect upon adoption.

Ent 532850 Bk 877 Pg 326 - 336
Date: 11-DEC-2018 12:07:02PM
Fee: None Filed By: JAC
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: GRAND COUNTY

APPROVED AND ADOPTED by the Board of Directors of the Grand County
Community Reinvestment Agency this 18th day of September, 2018.

GRAND COUNTY COMMUNITY
REINVESTMENT AGENCY


Name: Mary McGann
Title: Board Chair

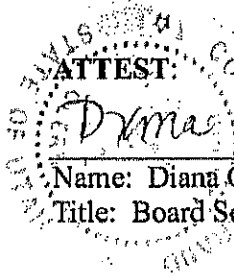
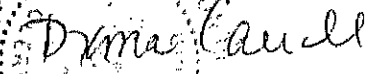

ATTEST:

Name: Diana Carroll
Title: Board Secretary

EXHIBIT A
CRA Creation Interlocal Agreement

**INTERLOCAL AGREEMENT by and between the City of MOAB and the GRAND
COUNTY COMMUNITY REINVESTMENT AGENCY**

THIS INTERLOCAL AGREEMENT is entered into as of this 25th day of September, 2018, by and between **City of Moab**, a political subdivision of the State of Utah (the “**City**”), and the **GRAND COUNTY COMMUNITY REINVESTMENT AGENCY**, a political subdivision of the State of Utah (the “**Agency**”).

A. WHEREAS the Agency was created pursuant to the provisions of Utah redevelopment law, and 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 conduct urban renewal, economic development, community development, and community reinvestment activities as contemplated by the Act; and

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

C. WHEREAS the City 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 City for the purpose creating a new community reinvestment project area covering approximately the areas shown on **EXHIBIT A** to this Agreement; and

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

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 Authority.

a. The City hereby grants to the Agency all power and authority necessary to accomplish the creation of a new community reinvestment project area within the City, located in approximately the area shown on **Exhibit A** (the “**Proposed Project Area**”).

b. The City hereby grants to the Agency all power and authority to negotiate with taxing entities (including the City) regarding the Proposed Project Area and to execute interlocal agreements with said taxing entities for purposes of facilitating project area development within the Proposed Project Area.

c. The City 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-1-402(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 Moab City Council may, in its discretion, adopt by ordinance, the project area plan for the Proposed Project Area as approved by the Agency.

3. **City Oversight of Agency Operations.** The parties agree that the Agency shall take only those actions contemplated by this Agreement as desired by the City and expressed to the Agency by the Mayor with the consent of the City Council.

4. **Waiver of Conflicts of Interest; Good Faith.** The City and the Agency recognize that the arrangement contemplated by this Agreement may present various real or perceived conflicts of interest. The Agency and City hereby waive any such conflicts. In the event that any such conflict arises, the City and the Agency agree to cooperate in good faith to resolve such conflict.

5. **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.

6. **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.

7. **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. Once executed, a copy 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 Secretary 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.

e. The term of this Agreement shall commence on the publication of the notice required by Section 17C-5-205 of the Act and shall continue through the date on which all of the final payment of Tax Increment as described herein has been paid to the Agency as provided herein.

f. Following the execution of this Agreement by all parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all parties in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

8. **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.

9. **Further Assurance.** Each of the parties hereto agrees to cooperate in good faith with the others, 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. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the parties shall cooperate in good faith to resolve such issue.

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

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

12. **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.

13. **Authorization.** Each of the parties hereto represents and warrants to the others 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.

14. **Term.** This Agreement remain in effect until the earlier of the date on which (1) the City creates its own community reinvestment agency and agrees to take over administration and operation of the Proposed Project Area or (2) the Agency dissolves the Proposed Project Area pursuant to the Act. This Agreement shall automatically terminate if the project area plan for the Proposed Project Area has not been fully approved and adopted by Agency resolution and City ordinance on or before December 31, 2019.

15. **Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

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

17. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

18. **Contra Proferentem.** The parties agree that each party has reviewed and participated in the drafting of this Agreement with the assistance of legal counsel and therefor the wording of this Agreement shall no be construed against either party as the drafter.

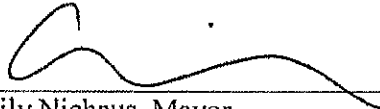
19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

20. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties as to the subject matter described herein.


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

[Remainder of page intentionally left blank; signature pages to follow]

CITY OF MOAB

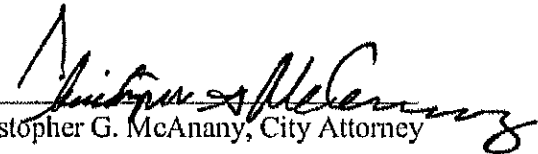


Emily Niehaus, Mayor

ATTEST

Rachel Stenta, City Recorder
9-25-18
Date

Attorney Review for the City:


The undersigned, as counsel for the City of Moab, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.


Christopher G. McAnany, City Attorney


[signatures continue on next page]

[additional signatures to Interlocal Agreement]

**GRAND COUNTY COMMUNITY
REINVESTMENT AGENCY**

By: 
Name: Mary McGarr
Title: Chair

ATTEST:


Name:
Title:

Attorney Review for the Agency:

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


Adam S. Long
Attorney for the Grand County Community Reinvestment Agency

EXHIBIT A

Approximate CRA Map

