

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into effective December 16, 2025, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13 (the "Interlocal Act"), Utah Code Annotated 1953, as amended (the "Utah Code"), and shall be effective upon execution by all parties, by and between Sandy City, Utah (the "City"), and the Governor's Office of Economic Opportunity ("GOEO"), acting on behalf of the State of Utah (the "State"), which are hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Utah Code § 63N-3-403 created a Transient Room Tax Fund;

WHEREAS, that fund is comprised in part by sales and use tax imposed by a county of the first class under Utah Code § 59-12-301(2) and revenue generated by the tax described in Utah Code § 59-28-103(5) (hereinafter the "Allocated Taxes");

WHEREAS, before July 1, 2027, the Allocated Taxes may be expended or pledged for the purposes set forth in the statute;

WHEREAS, beginning on July 1, 2027, the Allocated Taxes may only be used for the benefit of a city of the first class, in a county of the first class, with a convention center, that is not a capital city;

WHEREAS, the City desires to receive and utilize the Allocated Taxes for the purposes set forth in the statute;

WHEREAS, GOEO agrees that the City is eligible to receive these funds, and that the City's use of the Allocated Taxes for such purposes complies with the purpose and intent of the statute;

WHEREAS, the Interlocal Act permits public agencies as defined in the Interlocal Act ("Public Agencies") to enter into agreements with one another for joint or cooperative action pursuant to the Interlocal Act; and

WHEREAS, the Parties are Public Agencies as defined by the Interlocal Act and are authorized to enter into this Agreement to act jointly and cooperatively as described herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and pursuant to the Interlocal Act, the Parties hereby agree as follows:

Section 1. Purpose. The purpose of this Agreement is to allow the Parties to comply with State law to accomplish the intentions and purposes referred to in the Recitals above.

Section 2. Transfer of Funds. Pursuant to Utah Code § 63N-3-403, beginning upon the effective date of this Agreement, and ending on June 30, 2047, GOEO shall pledge and transfer to the City all Allocated Taxes.

Section 3. Use of Funds. The City commits that the Allocated Taxes shall be utilized only for the purposes authorized by Utah Code § 17-78-702. These transfers shall continue monthly through June 30, 2047 (the "Allocated Taxes Period"), and the pledge shall be irrevocable for the duration of that period. GOEO shall monitor the expenditure and use of Allocated Taxes to ensure compliance with statute and with this Agreement. The Parties acknowledge the importance of ensuring that Allocated Taxes are used only for the purposes authorized by statute. To that end:

(a) Sandy City Oversight. The City shall monitor and record the expenditure of Allocated Taxes to ensure that all funds are used solely for authorized projects. The City shall maintain proper books and records of all expenditures made with Allocated Taxes.

(b) GOEO Oversight of the City. GOEO shall monitor the use of Allocated Taxes transferred under this Agreement to verify that the City complies with statutory requirements and with this Agreement.

(c) Quarterly Reports. The City shall provide quarterly written reports to GOEO detailing the use of Allocated Taxes during the reporting period, including expenditures, project progress, and compliance with authorized purposes.

(d) Access to Records. GOEO or the Office of the State Auditor shall have the right to review and audit records of the City related to the expenditure of Allocated Taxes to ensure accountability and compliance.

Section 4. Duration. This Agreement shall take effect upon execution by the Parties. Thereafter, as permitted by Utah Code § 11-13-216 of the Interlocal Act, this Agreement shall be and remain in force and effect until the final payment of available Allocated Taxes for the Allocated Taxes Period has been made to the City.

Section 5. Administrator. Pursuant to Utah Code § 11-13-207 of the Interlocal Act and other relevant provisions of the Interlocal Act, the Parties hereby designate the Executive Director and the Mayor of the City as the Administrators responsible to administer this Agreement and the accomplishment of the purposes of the cooperative action contemplated hereby and specified herein.

Section 6. Liability and Indemnification. The Parties are governmental entities under the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. None of the Parties waive any defenses otherwise available under the Governmental Immunity Act.

Section 7. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Act, and in connection with this agreement, the Parties agree as follows:

- (a) This Agreement shall be authorized by (i) resolution of the governing body of the City and (ii) the Executive Director for GOEO, all in compliance with Utah Code § 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Utah Code § 11-13-202.5 of the Interlocal Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party, pursuant to Utah Code § 11-13-209 of the Interlocal Act;
- (d) 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;
- (e) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party; and
- (f) As provided in Utah Code § 11-13-219 of the Interlocal Act, any person in interest may contest the legality of this Agreement for 30 days after the publication of the notice of this Agreement. After the 30 days have passed, no one may contest the regularity, formality, or legality of the agreement or any action performed.

Section 8. Headings. The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

Section 9. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be

deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. Notwithstanding anything to the contrary herein, while any of the Bonds are outstanding, this Agreement may only be amended, modified, or waived, if such amendment, modification or waiver does not materially impair the interests of the holders or beneficial owners of the Bonds.

Section 10. Counterparts; Filing. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall either be delivered personally or sent by first-class mail, postage prepaid, and properly addressed to the Parties at the following addresses:

Sandy City, Utah
Attn: Mayor
10000 Centennial Parkway, Suite 301
Sandy City, UT 84070

State of Utah
Governor's Office of Economic Opportunity
Attn: Executive Director
60 East South Temple, Suite 300
Salt Lake City, Utah 84111

Section 14. Null or Void Provisions; Interpretation. If any part or parts of this Agreement shall be held to be null or void, or otherwise unenforceable, such shall not affect the validity and enforceability of the rest of this Agreement. Where the context requires, the singular shall include the plural and the plural shall include the singular.

Section 15. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

(This section intentionally left blank, signature page follows)

IN WITNESS WHEREOF, the parties hereby execute this agreement. It is the intent of both parties that the agreement is to be effective as of the date stated in first clause above.

SANDY CITY

Governor's Office of Economic Opportunity

Name:

Title:

Date:

APPROVED AS TO FORM AND CONTENT:

Sandy City Attorney

THE STATE OF UTAH

Name:

Title:

Date:

APPROVED AS TO FORM AND CONTENT:

Attorney for Governor's Office of
Economic Opportunity