

RESOLUTION NO. _____, 2019

**A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE
INTERLOCAL COOPERATION AGREEMENT WITH MURRAY CITY
CORPORATION FOR CONTRIBUTION OF TRCC FUNDS TO FUND
RENOVATION OF MURRAY THEATER**

WHEREAS, Salt Lake County (the “**County**”) and the city of Murray (the “**City**”) are public agencies as defined by the Utah Interlocal Cooperation Act (the “**Cooperation Act**”), Utah Code Annotated §§ 11-13-101 *et seq.*, 1953 as amended, and are authorized by the Cooperation Act to cooperate on a mutually advantageous basis and to do anything that each are authorized by statute to do; and

WHEREAS, the County receives funds (“**TRCC Funds**”) pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.*, 1953 as amended (the “**TRCC Act**”); and

WHEREAS, Subsection 59-12-603(2)(a) of the TRCC Act provides that TRCC Funds may be used for the development, operation, and maintenance of publicly owned or operated cultural facilities,

WHEREAS, the County and the City entered into an Interlocal Cooperation Agreement effective July 3, 2019 (the “**Agreement**”), wherein the County agreed to contribute TRCC Funds to the City to help fund the renovation of the Murray Theater; and

WHEREAS, the City and the County now desire to amend their Agreement to extend the City’s deadline to make and expend the City’s matching contribution under the Agreement; and

WHEREAS, an Amendment No. 1, attached hereto as Attachment A, has been prepared for approval and execution by the County and City; and

WHEREAS, Amendment No. 1 provides that the new deadline for the City to make and expend its matching contributions under the Agreement shall be June 30, 2021; and

NOW, THEREFORE, BE IT RESOLVED, by the Salt Lake County Council that the aforementioned Amendment No. 1 be approved and the Mayor is hereby authorized to execute the same.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this ____ day
of _____, 2019.

Richard Snelgrove, Chair _____

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

VOTING

Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member Burdick	_____
Council Member DeBry	_____
Council Member Ghorbani	_____
Council Member Granato	_____
Council Member Jensen	_____
Council Member Newton	_____
Council Member Snelgrove	_____

SALT LAKE COUNTY DISTRICT ATTORNEY

By *Dianne R. Orcutt*
Dianne R. Orcutt
Deputy District Attorney

ATTACHMENT A
Amendment No. 1 to the Interlocal Cooperation Agreement

AMENDMENT NO. 1
to the
INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
for its Department of Community Services
and
MURRAY CITY CORPORATION

THIS AMENDMENT NO. 1 ("Amendment") is made and entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services ("County") and **MURRAY CITY CORPORATION**, a municipal corporation of the State of Utah ("City"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The County and the City entered into an agreement effective as of July 3, 2019 (the "Agreement"), which Agreement is identified as Salt Lake County Contract No. 0000002266.

B. The Parties now desire to extend the City's deadline to make matching contributions and to expend the TRCC Funds provided to the City.

NOW, THEREFORE, in consideration of the foregoing, the Agency and the County hereby agree as follows:

1. Amendment to Paragraph 2.

(a) Section 2D of the Agreement, entitled "Match Requirement" is hereby amended and restated in its entirety as follows:

If the City's CFSP Application attached hereto as **EXHIBIT A** indicates that the City will make a matching contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the matching contribution so indicated in the amount specified in the City's CFSP Application. If the City fails to make and expend such a matching contribution prior to **June 30, 2021**, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

(b) Section 2E of the Agreement, entitled "Deadline to Expend TRCC Funds; Requirement to Return Funds," is hereby amended and restated in its entirety as follows:

All requests for reimbursement under this Agreement must be made on or before **October 31, 2020**. If City anticipates being unable to use the TRCC Funds before the **October 31, 2020** deadline, City may request an extension of time, on or before September 30 of that year. Such request shall be made in writing and directed to the County Community Services Department.

2. Effective Date. This Amendment will become effective immediately upon execution of this Amendment by a duly authorized official of each of the Parties.

3. All Other Terms Remain In Effect. Except as specifically modified and amended by the terms of this Amendment, the terms and provisions of the Agreement shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern. If this Amendment is executed more recently than the expiration of the period of performance stated in the underlying Agreement or a prior amendment, then this Amendment shall relate back to and be effective from the last day of the previous period of performance.

4. Counterparts. This Amendment 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 Amendment delivered by facsimile or email shall be deemed an original signed copy of this Amendment.

Each Party hereby signs this Amendment No. 1 on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

AMENDMENT NO. 1 -- SIGNATURE PAGE FOR COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 20__

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By *Holly M. Yocom*
Holly Yocom

Department Director

Dated: 9-18, 19__

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By *Dianne R. Orcutt*
Deputy District Attorney

[Signatures continue on next page.]

AMENDMENT NO. 1 -- SIGNATURE PAGE FOR CITY

MURRAY CITY

By BLAIR CAMP
Name: [Signature]
Title: MAYOR
Dated: 9/10, 20 19

Attest:

[Signature]
_____, City Recorder
Date signed: 9/10/2019

APPROVED AS TO CONTENT

[Signature]



Approved as to Form and Legality:

CITY ATTORNEY

By [Signature]
Name: Mark RICHARDSON
Dated: 9 SEPT., 20 19