

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

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 **WEST JORDAN CITY**, 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."

R E C I T A L S

A. In 2018, the County and the City entered into an agreement (the "Agreement"), which Agreement is identified as Salt Lake County Contract No. 0000002049 and has a period of performance ending June 30, 2019.

B. West Jordan was awarded \$250,000 in TRCC funds for fiscal years 2018, 2019, and 2020, however the Agreement only reflected a one-time award of \$250,000. The parties agreed to amend the agreement to accurately reflect the initial award, but the amendment was not executed.

C. On March 6, 2020, Salt Lake County Mayor Jennifer Wilson declared a State of Emergency related to the novel coronavirus disease 2019 (COVID-19). This emergency event has directly and significantly decreased TRCC revenue projections which are generated from restaurant, car rental and transient room tax, preventing the County from being able to fund the proposed amendment to the Agreement.

D. The Parties now desire to amend the Agreement to change the contribution date of the TRCC Funds and to change various deadlines to July 31, 2021.

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

1. Amendment to Paragraph 1. Section 1A of the Agreement, entitled "Contribution of TRCC Funds," is hereby amended and restated in its entirety as follows:

Contribution of TRCC Funds. The County agrees to contribute two hundred fifty thousand dollars (\$250,000.00) in County FY2020 to the City from its TRCC Funds— all on the terms and subject to the conditions of this Agreement.

2. Amendment to Paragraph 2. Sections 2C, 2D, and 2E of the Agreement, entitled “Match Agreement,” “Deadline to Expend TRCC Funds; Requirements to Return Funds,” and “Reporting Requirements,” are hereby amended and restated in their entirety as follows:

Match Requirement. If City’s TRCC Application attached hereto as **EXHIBIT A** indicates that the City will make a contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the contribution so indicated in the amount specified in the City’s TRCC Application. If the City fails to make and expend such a contribution prior to **July 31, 2021**, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

Deadline to Expend TRCC Funds; Requirement to Return Funds. The City shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **July 31, 2021**. If the City does not fully expend or is unable to fully expend the TRCC Funds prior to the July 31 deadline, the City shall immediately return any remaining TRCC Funds to the County. Additionally, if the City uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, the City shall immediately pay to the County an amount equal to the amount of TRCC Funds contributed to the City under this Agreement.

Reporting Requirements. City shall submit to the County a completed copy of the Disbursement of Funds Report, attached hereto as **EXHIBIT B**, detailing how the TRCC Funds were expended no later than July 31, 2021.

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

4. 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 the First 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.

5. 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.

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 Yocom
Department Director

Dated: _____, ____

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

WEST JORDAN CITY

By 

Name:



_____ Dirk

Burton Title:

_____ Mayor

Dated: _____, 20____ Aug 17, 2020

Attest:

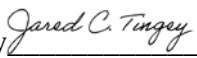
 

_____, City Recorder

Date signed: _____ Aug 17, 2020

Approved as to Form and Legality:

CITY ATTORNEY

By 

Name: _____ Jared C. Tingey

Dated: _____, 20____ Aug 17, 2020











2020 West Jordan urban fishery amendment #1 060220 #3

Final Audit Report

2020-08-17

Created:	2020-08-17
By:	Keenan Price (keenan.price@westjordan.utah.gov)
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"2020 West Jordan urban fishery amendment #1 060220 #3" History

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Adobe Sign

- ✔ Signed document emailed to Tangee Sloan (tangee.sloan@westjordan.utah.gov), Jared Tingey (jared.tingey@westjordan.utah.gov), Keenan Price (keenan.price@westjordan.utah.gov), and Dirk Burton (dirk.burton@westjordan.utah.gov)

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