



Agreement Number:

A23.55a

Parks & Rec Agreement Review & Approval Form (over \$10,000)

Agreement Title & Description: Salt Lake County TRCC funding contract amendment

Contractor/Vendor: Salt Lake County

Agreement Begin Date: October 19, 2022

Agreement End Date: September 30, 2024

Account Number:

Contract Price: \$1,757,472

Approved as to:

Content:

LE
Lori Edmunds (Aug 30, 2023 14:34 MDT)

Owner / Project Manager

Is this IT related? Has IT been consulted? Yes No

Justification Prof Service (<50K)

Three Quotes or RFP/IFB Included Yes No

Emergency Exception (Documentation Attached) Yes

Department Director: *KS*
Kim Sorensen (Aug 30, 2023 14:59 MDT)

Name: Kim Sorensen, Parks & Rec Director

Form:

MR
Mark Richardson (Aug 31, 2023 10:45 MDT)

Attorney for the City

Budget:

BM
Finance Officer

Original received by Records Officer: 8/30/2023

Retention: 7 Years (GRS-1731)

Notes: Mayor and City Recorder sign (seal) the Agreement

County Contract No. 0000003481
DA Log No 23CIV000327

AMENDMENT NO. 1
To the
AGREEMENT BETWEEN
SALT LAKE COUNTY
AND
MURRAY CITY

THIS AMENDMENT NO.1 to Salt Lake County Contract # is effective as of 31st day of August, 2023, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of the Department of Community Services ("County") and **MURRAY 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."

RECITALS:

- A. On or about May 10, 2023, the Parties entered into Salt Lake County Contract # 0000003481 (the "Agreement");
- B. The Parties now wish to amend the Agreement to extend the expenditure deadline and reporting deadlines.

AMENDMENT

The Parties agree to amend the Agreement as follows:

- 1. The paragraph 2. , is deleted and replaced as follows:
 - A. Acknowledgement. The City acknowledges that the TRCC Funds provided to the City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

The City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by the City to develop the Murray Museum and archives.

The City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Match Requirement. If the City's Cultural Facilities Support Program 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 Cultural Facilities Support Program Application. If the City fails to make and expend such a matching contribution prior to **September 30, 2024**, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

D. 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 **September 30, 2024**. 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 spent for purposed other than those identified in Paragraph 2B.

E. Reporting Requirements. The City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://slco.org/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2023 and September 30, 2024**.

F. Request for Reimbursement. City shall furnish to County the TRCC Reimbursement Form, which can be found at <https://slco.org/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require.

G. Deadline to Request Reimbursement of TRCC Funds. All requests for reimbursement under this Agreement shall be made on or before **September 30, 2024**.

H. Recordkeeping. The City agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. The City shall make its books and records available to the County

at reasonable times.

I. Public Funds and Public Monies:

(i) The City agrees that the TRCC Funds are “public funds” and “public monies,” meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of “public funds” while in the City’s possession.

(ii) The City, as the recipient of “public funds” and “public monies” pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. The City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. The City expressly agrees that the County may monitor the expenditure of TRCC Funds by the City.

(iii) The City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers’ and Employees’ Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

J. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, the City agrees to cooperate fully with the County and its representatives in the performance of the audit.

K. Noncompliance. The City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from the City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

L. Representations.

(i) No Officer or Employee Interest. The City represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

(ii) Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or

former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

2. All Parts, Paragraphs, Attachments and other provisions of the Agreement shall be the same and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1, the day and year first above written.

[Signature Pages to Follow]

SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2023

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2023

Reviewed and Advised as to Form and Legality:

Craig J. Wangsgard
By **Wangsgard** _____
Senior Deputy District Attorney


Digitally signed by Craig J. Wangsgard
Date: 2023.08.29 13:18:52 -06'00'

[Signatures continue on next page.]

SIGNATURE PAGE FOR THE CITY

MURRAY CITY

ATTEST:


Brooke Smith (Aug 31, 2023 13:26 MDT)

City Recorder

By 
Brett A. Hales (Aug 31, 2023 12:54 MDT)

Name: Brett A. Hales

Title: Mayor

Dated: August 31, 2023

