

**SALT LAKE COUNTY, UTAH**

RESOLUTION NO. \_\_\_\_\_, 2020

**A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY  
APPROVING A SECOND AMENDMENT TO THE INTERLOCAL  
COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND  
UNIVERSITY OF UTAH FOR A CONTRIBUTION OF TRCC FUNDS TO  
THE NATURAL HISTORY MUSEUM OF UTAH**

**RECITALS**

A. Salt Lake County (the “County”) and University of Utah (the “University”) are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively on the basis of mutual advantage in order to provide facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

B. 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. (the “TRCC Act”). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. In 2016, the University requested TRCC Funds from the County—through the County’s Cultural Facilities Support Program—to help it fund two capital projects at the Natural History Museum of Utah. The County Council appropriated TRCC Funds for this purpose in the 2017 Salt Lake County Budget.

D. The University and the County now desire to amend the Interlocal Cooperation Agreement as attached hereto ATTACHMENT A (the “Interlocal Agreement”) to extend the University’s deadline to expend the TRCC Funds provided to the University under the Agreement from September 30, 2019 to October 31, 2020 and to change the reporting deadline to December 31, 2020.

E. The County Council believes that its contribution and assistance under the Agreement will contribute to the prosperity, peace, and comfort of Salt Lake County residents.

**RESOLUTION**

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That Amendment Number 2 to the Interlocal Agreement between Salt Lake County and University of Utah is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.
  
2. That the Amendment will become effective as stated in the Interlocal Agreement.

**APPROVED AND ADOPTED** in Salt Lake City, Salt Lake County, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chairperson

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	_____

APPROVED AS TO FORM:

*Dianne R. Orcutt*  
Deputy District Attorney

**ATTACHMENT A**  
**Amendment #2 to Interlocal Cooperation Agreement between**  
**Salt Lake County and University of Utah**

**AMENDMENT NO. 2**  
*to the*  
**INTERLOCAL COOPERATION AGREEMENT**  
*between*  
**SALT LAKE COUNTY**  
**for its Department of Community Services and**  
**UNIVERSITY OF UTAH**  
**for its Natural History Museum of Utah**

**THIS AMENDMENT NO. 2** ("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 the **UNIVERSITY OF UTAH**, an institution of higher education and a body corporate and politic of the State of Utah, for and on behalf of its Natural History Museum of Utah ("University"). County and University may each be referred to herein as a "Party" and collectively as the "Parties."

**RECITALS**

A. The County and the University entered into an agreement on July 12, 2017 (the "Agreement"), which Agreement is identified as Salt Lake County Contract No. 0000001583, to help fund two capital projects at the Natural History Museum.

B. In 2019, the Parties amended the original Agreement to extend the University's deadline to expend the TRCC Funds to September 30, 2019.

C. The Parties desire to extend the University's deadline to expend the TRCC Funds provided to the University under the Agreement from September 30, 2019 to October 31, 2020.

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

1. Amendment to Paragraph 2. Section 2D of the Agreement, entitled "Deadline to Expend TRCC Funds; Requirement to Return Funds," is hereby amended and restated in its entirety as follows:

Deadline to Expend TRCC Funds; Requirement to Return Funds. The University shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **October 31, 2020**. If the University does not fully expend or is unable to fully expend the TRCC Funds in accordance with this Agreement prior to October 31, 2020, the University shall immediately return any remaining TRCC Funds to the County. Additionally, if the University uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, the University shall immediately

pay to the County an amount equal to the amount of TRCC Funds contributed to the University under this Agreement (in this case, \$133,000).

2. Amendment to Paragraph 2. Section 2E of the Agreement, entitled "Reporting Requirements," is hereby amended and restated in its entirety as follows:

Reporting Requirements. The University 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 **December 31, 2020**.

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 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.

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. 2 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. 2 -- SIGNATURE PAGE FOR COUNTY**

**SALT LAKE COUNTY:**

By \_\_\_\_\_  
Mayor or Designee

Dated: \_\_\_\_\_, 20\_\_

***Approved by:***

**DEPARTMENT OF COMMUNITY SERVICES**

By **Holly Yocom** Digitally signed by Holly Yocom  
Date: 2020.01.27 09:10:13  
-07'00'

Holly Yocom  
Department Director

Dated: January 27, 2020

***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. 2 – SIGNATURE PAGE FOR UNIVERSITY**

**UNIVERSITY OF UTAH**

By Ruth Watkins  
Name: Ruth Watkins  
Title: President  
Dated: 1-22, 2020

***Approved as to Form and Legality:***

**UNIVERSITY OF UTAH ATTORNEY**

By Alice L. Whitacre  
Name: Alice L. Whitacre  
Associate General Counsel  
Dated: January 14, 2020