

AMENDMENT NO. 2
to the
INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
**COTTONWOOD HEIGHTS COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY**
(entered into March 31, 2018)

THIS AMENDMENT NO. 2 to the above-listed Interlocal Cooperation Agreement (“**Amendment**”) is dated the _____ day of _____, 2019 and is entered into by and between **SALT LAKE COUNTY** (the “**County**”) and the **COTTONWOOD HEIGHTS COMMUNITY DEVELOPMENT AND RENEWAL AGENCY** (the “**Agency**”).

R E C I T A L S:

- A. The County and the Agency are public agencies as defined by the Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -315 (2014) (the “Interlocal Act”). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and
- B. The County and the Agency entered into an interlocal agreement effective as of March 31, 2018 (the Agreement), which Agreement is identified as Salt Lake County Contract No. 0000001789; and
- C. Section 15 of the Agreement permits written changes to be made to the Agreement upon mutual consent of the parties; and
- D. On November 8, 2018, the Parties amended the terms of the Agreement to provide for additional funding and a different funding source; and
- E. The Parties now desire to amend the terms of the Agreement as more particularly set forth below.

A M E N D M E N T:

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree to amend that certain Agreement, referenced above, as follows:

1. Subsection b of Section 6 Annual Payments shall be amended as follows:

(a) The first annual payment under this Section shall be made on or before July 1 of the year in which the Agency receives its first payment of tax increment from the Salt Lake County Treasurer with respect to the Project Area, which shall not be before tax year 2021. Subsequent annual payments shall be due on July 1st each year thereafter until the earlier of (i) the date that a total of 25 annual payments have been made to the County under this Agreement; or (ii) the date that a total of **\$7.75 million** (excluding any interest factor) has been paid to the County under this Agreement (the “Cumulative Payments Cap”).

2. Entire Amendment and Defined Terms. This Amendment embodies the entire agreement between the County and the Agency with respect to the amendment of the Agreement. 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. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

3. All Other Terms Remain In Effect. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement—the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

4. Publication of Notice. Immediately after execution of this Amendment by the Parties, each of the Parties shall cause to be published a notice regarding this Amendment and the Party’s resolution authorizing this Amendment, as provided and allowed pursuant to Section 11-13-219 of the Cooperation Act. The County agrees that the Agency may cause such publication of notice to be made on the County’s behalf and at the Agency’s expense, in a joint publication.

5. Effective Date of Amendment. This Amendment shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the Agency, including the adoption of any necessary resolutions or ordinances by the County and the Agency authorizing the execution of this Agreement by the appropriate person or persons for the County and the Agency, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, (d) the filing of a copy of this Agreement with the keeper of records of each Party, and (e) the publication of the notice described in Paragraph 8 above.

6. Counterparts. This Amendment may be executed in several counterparts and all so executed shall constitute one Amendment to the 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.

IN WITNESS WHEREOF, each Party hereby signs this Agreement 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]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2019

Approved by:

ECONOMIC DEVELOPMENT

By _____

Name: _____

Title: _____

Dated: _____, 2019

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

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

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR AGENCY

**COTTONWOOD HEIGHTS COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY:**

By _____
Name: Michael J. Peterson
Title: Chairman
Dated: _____, 2019

By _____
Name: Paula Melgar
Title: Secretary
Dated: _____, 2019

Approved as to Form and Legality:

ATTORNEY FOR AGENCY

By _____
Name: Wm. Shane Topham
Title: Attorney for Agency
Dated: _____, 2019