

SALT LAKE COUNTY RESOLUTION

RESOLUTION NO. _____, 2018

RESOLUTION APPROVING AMENDMENT 1 TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF HOLLADAY TO EXTEND THE AGREEMENT TO DECEMBER 31, 2019 AND TO DELEGATE TO THE MAYOR THE AUTHORITY TO EXTEND THE AGREEMENT FOR AN ADDITIONAL THREE ONE YEAR TERMS

WHEREAS, pursuant to Utah Code Annotated Section 11-13-202, any two or more public agencies may enter into an agreement with one another; and

WHEREAS, Salt Lake County and the City of Holladay (hereinafter the “Parties”) previously entered into a interlocal Cooperation Agreement effective March 17, 2016; and

WHEREAS, the Parties desire to enter into an amendment to extend the agreement to December 31, 2019 and to delegate to the Mayor the authority to extend the Agreement for an additional three one year terms.

NOW, THEREFORE, BE IT RESOLVED, that the Salt Lake County Council, approves the attached Amendment 1.

[Signature Page to Follow]

APPROVED and ADOPTED this _____ day of _____, 2018.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____
Council Member Winder Newton voting	_____

ATTEST:

SHERRI SWENSEN,
Salt Lake County Clerk

**Amendment 1
to the
Interlocal Cooperation Agreement
Between
SALT LAKE COUNTY
and
CITY OF HOLLADAY**

This Amendment 1 to the Interlocal Cooperation Agreement is entered into this ____ day of _____, 2018 by and among Salt Lake County, a body corporate and politic of the State of Utah, (the “County”); and the City of Holladay, a municipal corporation of the State of Utah (the “City”). The County and the City are sometimes referred to collectively as the “Parties” and either may be referred to individually as a “Party” all as governed by the context in which such words are used.

RECITALS

A. The Parties entered into Interlocal Cooperation Agreement effective as of March 17, 2016 (the Agreement), which Agreement is identified as Salt Lake County Contract No. 0000001154 and has an ending on December 31, 2017;

B. The parties previously executed a waiver of the ending date; thereby extending the end date of the Agreement until December 31, 2018;

C. Section 11 of the Agreement entitled Entire Agreement, permits written changes to be made to the Agreement upon the mutual consent of the parties;

D. Section 12 of the Agreement entitled Amendment, permits written changes to be made to the Agreement upon the mutual consent of the parties; and

E. It has been determined by the Parties to the Agreement that certain provisions should be modified as provided below.

THEREFORE, in consideration of the mutual desires of the Parties expressed herein, it is agreed as follows:

1. Section 13, entitled Term of the Agreement., is deleted and replace as follows:

13. Term of Agreement. This Agreement 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 City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, 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, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate on the earlier of (i) the full expenditure, by the City, of the Revenue and the City's completion of the associated reporting requirements described in Section 2, above; or (ii) December 31, 2019. If on December 31, 2019, the City has not fully expended the Revenue in accordance with Section 1, above, then all such unexpended Revenue shall be returned to the County. However, the City's indemnification obligations in Section 4, above, will survive the expiration or termination of this Agreement. The County and City legislative body hereby delegate to its respective Mayor the authority to extend this Agreement for an additional 3 one-year periods without legislative action.

2. All Parts, Paragraphs, Attachments and other provisions of the Agreement and any prior amendments thereof not specifically modified by this amendment shall be the same and remain in full force and effect. If this Amendment is executed more recently than the expiration of the period of performance stated in the underlying agreement, then this Amendment shall relate back to and be effective from the last day of the previous period of performance.

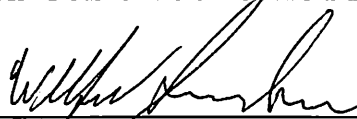
[Signature Page to Follow]

SALT LAKE COUNTY

By: _____
Mayor or Designee

ADMINISTRATIVE APPROVAL:

DEPARTMENT OF REGIONAL TRANSPORTATION,
HOUSING AND ECONOMIC DEVELOPMENT

By  _____
Wilf Sommerkorn

Dated: 12-3, 20 18

APPROVED AS TO FORM:

Craig J.
Wangsgard

Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=slcounty,
ou=Departments, ou=District Attorney,
ou=Users, ou=GC, cn=Craig J. Wangsgard,
email=CWangsgard@slco.org
Date: 2018.11.20 14:10:33 -0700

Deputy District Attorney

CITY OF HOLLADAY

By: _____
Mayor or Designee

APPROVED AS TO FORM:

City Attorney



Contract Notification Form

Contract # (if existing) _____

Supplier/Customer Name _____

Supplier/Customer ID _____

Please complete and attach the following information to the contract and send to Contracts and Procurement for processing.

Hard Copy of Fully Executed Contract Returned to:

Contact Name _____

Courier Address _____

Special Instructions:

Notice of Approved Contract

Attention to _____

Email _____

Attention to _____

Email _____

Attention to _____

Email _____

Contract Expiration

Notice of Expiration email will be sent 90 days prior to contract expiration. This email will be sent to the person(s) who handles contracts for each Division to distribute within the Division.