

AMENDMENT NO. 1
of the
INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
WASATCH FRONT REGIONAL COUNCIL

This Amendment No. 1 is between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah ("County") and **WASATCH FRONT REGIONAL COUNCIL** ("WFRC"). The County and the WFRC may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

- A. The Parties previously entered into an Agreement for the disbursement of transportation funding for the Transportation and Land Use Connection Program ("TLC program") (County Contract No. RD201701) ("the Agreement");
- B. The Parties desire to amend the Agreement to increase the funding for the 2019 fiscal year from \$200,000 to \$300,000 subject to the terms of this amendment.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Parties hereby agree that section IV. FUNDING is amended as follows:

1.

IV. FUNDING

Subject to appropriation by the County Council, and with the understanding that the County has contributed \$200,000 for the 2017 fiscal year and \$200,000 for the 2018 fiscal year, the County shall contribute \$300,000 for the 2019 fiscal year toward the TLC program.

Within one year of the Effective Date of this Agreement, WFRC shall contribute \$700,000 in cash (whether from grants or otherwise) toward the TLC Program. Additional funding partners may also contribute to the TLC Program through separate agreements. Except as set forth in this amendment, annual funding contributions to the TLC Program will be adjusted annually to reflect inflationary growth. The Parties agree that the amount of the inflationary adjustment each year will be equal to the annual percentage increase or decrease in the Consumer Price Index for the West Region

maintained by the United States Department of Labor, Bureau of Labor Statistics measured as of January of the current year compared to January of the year prior.

TLC funding will be used to pay for consultants, WFRC staff assistance to communities, program management, and associated costs.

A fund will be established at or by WFRC to support the TLC Program as requests for funding are processed. Funding of the TLC Program will be as follows:

- A. WFRC will be the primary administrator of the TLC Program, and be responsible for coordinating directly with all program participants and administering all grants and awards.
 - B. WFRC will submit annually a comprehensive list of all grant and award recipients to Salt Lake County and additional funding partners.
 - C. WFRC will invoice Salt Lake County on a quarterly basis, until a total of \$200,000 has been invoiced annually. For fiscal year 2019, WFRC will invoice Salt Lake County on a quarterly basis, until a total of \$300,000 has been invoiced annually.
 - D. WFRC will manage and administer the TLC fund and provide quarterly accounting statements and progress reports to Salt Lake County as detailed in section V.
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.

IN WITNESS WHEREOF, the Parties execute this Amendment on the dates shown below.

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INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____

Dated: _____, 20____

Reviewed by:

REGIONAL PLANNING AND TRANSPORTATION

By Wilford Sommerkorn
Wilf Sommerkorn

Director

Dated: July 9, 2019

Approved as to Form and Legality:

**Jason
Rose**

Digitally signed by
Jason Rose
Date: 2019.07.08
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INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR WFRC

WASATCH FRONT REGIONAL COUNCIL

By _____

Name: _____

Title: _____

Dated: _____, 20____