

**THE REDEVELOPMENT AGENCY OF MIDVALE CITY
RESOLUTION NO. 2024-05RDA**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE
INTERLOCAL AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF
MIDVALE CITY AND SALT LAKE COUNTY**

WHEREAS, the Redevelopment Agency of Midvale City (“Agency”) was created to transact the business and exercise the powers provided for in the Utah Redevelopment Agencies Act; and

WHEREAS, on November 17, 2015, the Agency adopted Resolution 2015-13RDA approving the CDA Project Area Plan for the Midvale Main Street CDA Project Area; and

WHEREAS, on October 6, 2020, the Agency adopted Resolution 2020-11RDA, adopting the Main Street Community Development Area Budget; and

WHEREAS, The Redevelopment Agency of Midvale City (the “Agency”) seeks to transform Midvale’s Main Street and establish it as a much-needed public space that plays a vital role in the economic and social lives of the surrounding community; and

WHEREAS, the Agency applied for funding through the Salt Lake County Tourism, Recreation, Culture and Convention (TRCC) Support Program to support the costs of installing festival lighting along the length of Midvale’s Main Street; and

WHEREAS, Salt Lake County approved the Agency’s application for funding and awarded the Agency \$200,00 for the installation of festival lighting; and

WHEREAS, The Agency is committing \$187,00 to provide matching funding to cover the remaining cost of the project; and

WHEREAS, on March 21, 2023, the Agency adopted Resolution 2023-03RDA executing the Interlocal Agreement (Agreement) for the administration of the TRCC Support Program; and

WHEREAS, the Agency encountered unforeseen circumstances that required an extension to the grant deadline; and

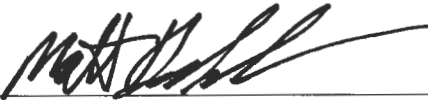
WHEREAS, Salt Lake County has prepared an Amendment to the Agreement extending the grant deadline to September 30, 2024.

NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY, that the Board of Directors does hereby authorize the Chief Administrative Officer and Executive Director to execute an amendment to the Interlocal Agreement regarding the TRCC Support Program, between the Redevelopment Agency of Midvale City and Salt Lake County

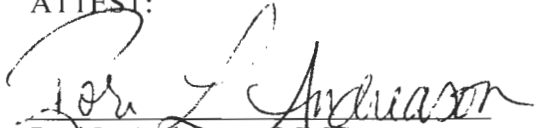
Passed and Adopted by the Board of Directors of the Redevelopment Agency of Midvale City, State of Utah, this 10th day of FEBRUARY, 2024.




Marcus Stevenson,
Chief Administrative Officer


Matt Dahl
Executive Director

ATTEST:


Rori L. Andreason, MMC
Secretary

Voting by the Council:	"Aye"	"Nay"
Bonnie Billings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heidi Robinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bryant Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dustin Gettel	<input checked="" type="checkbox"/>	<input type="checkbox"/>

AMENDMENT NO. 1

To the

AGREEMENT BETWEEN

SALT LAKE COUNTY

AND

REDEVELOPMENT AGENCY OF MIDVALE CITY

THIS AMENDMENT NO.1 to Salt Lake County Contract #0000003492 is effective as of _____ day of _____, 2024, 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 **REDEVELOPMENT AGENCY OF MIDVALE CITY**, a public agency established by resolution of the Midvale City Council ("RDA"). County and RDA may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

- A. On or about May 18, 2023, the Parties entered into Salt Lake County Contract # 0000003492 (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:
- 2. **RDA'S OBLIGATIONS AND REPRESENTATIONS.**

A. Acknowledgement. RDA acknowledges that the TRCC Funds provided to RDA 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.

(i) RDA shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by RDA to develop the Project as described in **EXHIBIT A**, (application) and **EXHIBIT B**, (project budget).

(ii) RDA 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 RDA's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that RDA will make a matching contribution toward the purpose for which TRCC Funds will be used by RDA under this Agreement, RDA shall make the matching contribution so indicated in the amount specified in RDA's Cultural Facilities Support Program Application. If RDA fails to make and expend such a matching contribution prior to **September 30, 2024**, the County may require repayment of TRCC Funds from RDA for noncompliance with this provision.

D. Deadline to Expend TRCC Funds. RDA shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **September 30, 2024**. Additionally, if RDA uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, RDA shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

E. Reporting Requirements. RDA 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 **January 31, 2024 and September 30, 2024**.

F. Request for Reimbursement. RDA 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. RDA agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately on RDA's books. RDA

shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. RDA shall make its books and records available to the County at reasonable times.

I. Public Funds and Public Monies:

(i) RDA 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 RDA’s possession.

(ii) RDA, 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. RDA 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. RDA expressly agrees that the County may monitor the expenditure of TRCC Funds by RDA.

(iii) RDA 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 RDA under this Agreement, and the accounting of such use. If the County requests an audit, RDA agrees to cooperate fully with the County and its representatives in the performance of the audit.

K. Noncompliance. RDA agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from RDA 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. RDA 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. RDA 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: _____, 2024

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2024

Reviewed and Advised as to Form and Legality:

By _____
Senior Deputy District Attorney

[Signatures continue on next page.]

SIGNATURE PAGE FOR THE RDA

**REDEVELOPMENT AGENCY OF MIDVALE
CITY**

By _____

Name: _____

Title: _____

Dated: _____, 2024