

**MILLCREEK, UTAH**  
**RESOLUTION NO. 21-01**

**A RESOLUTION OF THE MILLCREEK COUNCIL RATIFYING, CONFIRMING, AND APPROVING AMENDMENT 2 TO AN AGREEMENT WITH SALT LAKE COUNTY FOR CARES ACT FUNDING**

**WHEREAS**, the Millcreek Council (“*Council*”) met in regular session on January 11, 2021, to consider, among other things, ratifying, confirming and approving amendment 2 to an agreement with Salt Lake County for CARES Act funding; and

**WHEREAS**, Salt Lake County (“*County*”) received Coronavirus Relief Fund from the Federal government; and

**WHEREAS**, on July 27, 2020 the City and County entered into that certain agreement as an indirect recipient of the Coronavirus Relief Fund in the amount of \$1,810,016.83 and on October 26, 2020 entered into that certain amendment 1 for and an additional amount of \$1,810,016.83; and

**WHEREAS**, the County proposes to allocate to Millcreek as an indirect recipient of the Coronavirus Relief Fund an additional amount of \$150,000 pursuant to the term and conditions of amendment 2 to an agreement between the County and Millcreek; and

**WHEREAS**, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into amendment 2 to an agreement with the County as an indirect recipient of the Coronavirus Relief Fund in the additional amount of \$150,000 of a new total of \$3,770,033.66; and

**WHEREAS**, an amended 2 regarding the Coronavirus Relief Fund between the Country and the City has been presented to the Council for review and approval, a copy of which is attached hereto (“*Amendment 2*”); and

**WHEREAS**, the Amendment 2 sets forth the terms and conditions for City use of the Coronavirus Relief Funds; and

**WHEREAS**, on December 23, 2020, the Council consented to the Mayor signing Amendment 2 with the understanding that the Council would ratify such actions.

**NOW, THEREFORE, BE IT RESOLVED** that Amendment 2 is approved effective December 23, 2020, and that the Mayor’s and Recorder’s action on December 23, 2020 is hereby ratified and confirmed.

This Resolution assigned No. 21-01, shall take effect immediately on passage.

**PASSED AND APPROVED** by the Millcreek Council this 11<sup>th</sup> day of January 2021.

**MILLCREEK COUNCIL**

By: \_\_\_\_\_

**Jeff Silvestrini, Mayor**

**ATTEST:**

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**Elyse Sullivan, City Recorder**

Roll Call Vote:

Silvestrini	Yes	No
Marchant	Yes	No
Jackson	Yes	No
Catten	Yes	No
Uipi	Yes	No

**AMENDMENT 2 TO CARES ACT FUNDING AGREEMENT FOR GOVERNMENTAL ENTITIES**

This Amendment 2 to Salt Lake County Contract No. 0000002566 (the “Agreement”) is between Salt Lake County, (the “County”) a body corporate and politic of the State of Utah, and Millcreek, a governmental entity within the boundaries of Salt Lake County (the “Grantee”). The County and Grantee are collectively referred to as the Parties.

**RECITALS**

- A. The Parties entered into the Agreement to provide CARES Act funding to the Grantee.
- B. Since the Effective Date, the United States Department of the Treasury has provided additional guidance regarding usage and reporting of CARES Act funding.
- C. The Parties have agreed to modify some terms of the Agreement and increase the total amount of Grant Funds provided to the Grantee by \$150,000.00.

**THEREFORE, the Parties agree as follows:**

- I. The Grant Fund amount provided in Section 1.a of the Agreement is hereby increased by \$150,000.00 for a new total of \$3,770,033.66.**
- II. Section 3.a of the Agreement is hereby modified to read as follows:**
  - a. Grant Funds provided pursuant to this Agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections. Other examples of ineligible expenditures are contained in the Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments (“Treasury Guidelines”), and may be further addressed in the Coronavirus Relief Fund Frequently Asked Questions (the “Treasury FAQs”) and other guidance currently available or to be issued by the Treasury.
- III. Section 5 of the Agreement is hereby modified to read as follows:**
  - 5. EXPENDITURE DEADLINE: Grant Funds provided by Salt Lake County pursuant to this Agreement that are not expended on necessary expenditures on or before December 29, 2020, by Grantee or its subgrantee(s) or subcontractors, must be returned to Salt Lake County on or before 12pm, December 30, 2020. The Effective Date through December 29, 2020 is the Grant Period. In the event the CARES Act is modified, effective before December 30, 2020, to extend the CARES Act expenditures, the Grant Period of this Agreement will be automatically extended to 30 calendar days prior to the modified CARES Act expenditure deadline. The County will notify the Grantee if the CARES Act expenditure deadline, and consequently the deadline in Section 5, is so modified.
- IV. The date this Amendment 2 to the Agreement is signed by the last party to sign it (as indicated by the date stated under that party’s signature) will be deemed the effective date of this Amendment 2.**
- V. Unless specifically modified by this Amendment 2, all other terms and conditions of the Agreement remain the same.**

**The Parties hereby execute this Amendment 2 to the Agreement.**

SALT LAKE COUNTY

GRANTEE: MILLCREEK

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Mayor or Designee

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form for the County:

Approved as to form for the Grantee:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_