

[insert MSD Letterhead]

January ____, 2024

Nathan Bracken
Smith Hartvigsen, PLLC
257 East 200 South, Suite 500
Salt Lake City, UT 84111

Sent via email to nbracken@shutah.law

Re: Extension of Agreement to Provide Legal Services

Dear Nathan,

The Greater Salt Lake Municipal Services District (“**MSD**”) and Smith Hartvigsen, PLLC (“**Smith Hartvigsen**”) executed an Agreement to Provide Legal Services (the “**Agreement**”) on February 8, 2019. The Agreement retained Smith Hartvigsen to provide the land use attorney services (the “**Land Use Attorney Services**”) set forth in the Request for Proposals for Land Use Attorney Services issued by the MSD on August 28, 2018 (the “**RFP**”). Pursuant to Section 6 of the Agreement, the MSD’s Board of Trustees (“**Board**”) also authorized Smith Hartvigsen to provide code enforcement services on May 8, 2019.

Section 1 of the Agreement established an initial five-year term, which will expire on February 8, 2024. Pursuant to Section 14 of the Agreement, the MSD desires to extend the term and to amend the Agreement as follows:

1. Except as expressly amended by this letter, all terms, definitions, and other conditions of the Agreement will remain in full force and effect.
2. The term of the Agreement will be extended by an additional five-year term to begin on February 9, 2024 (the “**Second Term**”).
3. The scope of representation of the services for which Smith Hartvigsen has been retained to represent the MSD during the Second Term will include: (a) the Land Use Attorney Services set forth in the RFP; (b) code enforcement; (c) business licensing; (d) Land Use Attorney Services for unincorporated parts of Salt Lake County and the Town of Brighton as requested by the MSD; and (e) any other services the MSD authorizes Smith Hartvigsen to perform in writing.
4. The following hourly rate schedule will replace the schedule included in Attachment A of the Agreement (“Payment and Cost Terms and Conditions”):

Personnel	Rate
Partners and Of Counsel	\$200 - \$330
Associates	\$190 - \$210
Law Clerks	\$135 - \$155
Paralegals	\$155

Utah Code Ann. § 63G-6a-1204(7) declares: “A multiyear contract, including any renewal periods, may not exceed a period of five years, unless: (a) the procurement official determines, in writing, that: (iii) a longer period is in the best interest of the procurement unit; and (b) the written determination ... is included in the file relating to the procurement.” Pursuant to Utah Code Ann. § 63G-6a-103(76)(i), the Board has formally adopted as the MSD’s procurement policy the State of Utah’s purchasing rules promulgated by the Utah State Procurement Policy Board, as found in Utah Administrative Code, R33. The MSD has authorized this extension pursuant to Utah Code Ann. § 63G-6a-1204(7) and R33-8-101. In granting this extension, the MSD’s procurement official has found that a standard procurement process is unwarranted and that an extension of the Agreement as set forth in this Extension of Agreement is in the best interest of the MSD for the reasons stated in a written determination of the procurement official of the MSD which is included in the file relating to the Agreement. In particular, the MSD’s procurement official has found that the training costs, conversion costs, disruption of service costs, and staff time needed to familiarize new attorneys with the MSD’s regulations and policies and the distinct land use ordinances and policies of the six municipalities the MSD serves would be unreasonable and cost prohibitive and that it is in the best interest of the MSD to retain the institutional knowledge of the Smith Hartvigsen attorneys who have been performing Land Use Attorney Services for the MSD and the municipalities served by the MSD. As a result, the MSD’s procurement official has found that extending the Agreement beyond the end of the term of the Agreement as provided herein and without engaging in a new standard procurement process is in the best interest of the MSD.

If these terms are acceptable to Smith Hartvigsen, please sign where indicated below and return a signed copy to the MSD. The MSD looks forward to continuing our relationship with you and your colleagues at Smith Hartvigsen.

Sincerely,

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

Joe Smolka, Chair

Letter to Smith Hartvigsen, PLLC – Extension of Agreement to Provide Legal Services
January __, 2024

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ACCEPTED this ____ day of January 2024 by SMITH HARTVIGSEN, PLLC

Nathan S. Bracken, Partner

Cc: MSD Board of Trustees