

Master Planned Community Application Review & Analysis
AGREEMENT
Amendment #1
Landmark Design Inc. – Greater Salt Lake Municipal Services District

THIS Amendment #1 to the Agreement between Salt Lake County (with the Greater Salt Lake Municipal Services District (the “MSD”) being substituted for the County) and Landmark Design Inc. (“Contractor”) dated July 18, 2019 (the “Agreement”) is made effective as of January ___, 2020, by and between the MSD, which is a political subdivision of the state of Utah, and the Contractor. The Agreement is attached hereto as Exhibit “A”.

WHEREAS, contemporaneously with the execution of this Amendment, Salt Lake County (the “County”) has assigned its interests under the Agreement to the MSD, a copy of which Assignment is attached hereto as Exhibit “B”.

WHEREAS, Contractor has undertaken more work under the Agreement than was originally contemplated, and the Parties have agreed to (a) increase the compensation to be paid to Contractor, (b) extend Contractor’s period of service under the Agreement and (c) otherwise amend the Agreement, all as provided in this Amendment #1.

WHEREAS, in consideration of the foregoing and the promises set forth herein, the Parties agree as follows:

All provisions of the Agreement shall remain in full force and effect as written, with the MSD replacing the County as a Party, except as follows:

1. **Maximum Payment and Term Renewal:** The maximum consideration to be paid to Contractor under Section 2 of the Agreement is increased from “not to exceed \$20,000” to “not to exceed \$55,000”, including work performed and services provided during the original term and the renewal period and all costs and expenses, and the term stated in Section 3 of the Agreement is hereby renewed for three (3) additional months, to April 19, 2020.

2. **Deletion:** Subsection 12.1 is hereby deleted from the Agreement. The MSD is not required by the Agreement to carry any insurance.

3. **Salt Lake County/County Changed to MSD:** Any and all references in the Agreement to “Salt Lake County” and the “County” shall be deemed and construed to refer to the MSD, as appropriate, except as follows: all references to “County” in Section 14 shall read “County or MSD” and the references to “Salt Lake County’s Ethics Code”, “Salt Lake County Code of Ordinances” and “Salt Lake County ordinances” shall remain in Section 14; all references to “Salt Lake County” and “County” in Section 15 shall remain; all references to “County” in Sections 17 and 20 shall read “County or MSD”; the reference to “ordinances of Salt Lake County” in Section 33 shall remain; and any and all references to “Salt Lake County’s Request for Proposals”, the “County’s Request for Proposals”, and “RFP”, including but not

limited to the Agreement Recitals and Section 35, shall remain, as shall all references to the County's or Salt Lake County's Ordinances or Code of Ordinances, wherever they may appear.

4. **Notices to MSD:** Notices to the MSD, in place of the County, shall be given as provided in Section 30 of the Agreement and be addressed and delivered to:

Greater Salt Lake Municipal Services District
Attn: General Manager
2001 South State Street, N3-600
Salt Lake City, UT 84114
E-mail: bbarker@msd.utah.gov

With a copy to:

Mark H. Anderson
Rachel S. Anderson
Fabian VanCott
215 South State Street., Suite. 1200
Salt Lake City, UT 84111
E-mail: mhanderson@fabianvancott.com
E-mail: randerson@fabianvancott.com

5. **MSD Representative:** The MSD hereby appoints Lupita McClenning and Todd Draper as the MSD Representatives, as stated in Section 6 of the Agreement.

6. **Miscellaneous:** In the event of any inconsistency between the terms and provisions of the Agreement and the terms and conditions of this Amendment, this Amendment shall control. Photocopies, facsimiles, and PDFs of this Amendment, and any modification thereto, shall have the same force and effect as the original.

**GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT (MSD)**

Date: _____

By: _____
Its: _____

**LANDMARK DESIGN, INC.
(CONTRACTOR)**

Date: _____

By: _____
Its: _____

EXHIBIT 'A'

Agreement for Master Planned Community Application Review & Analysis
(to be attached)

EXHIBIT “B”

Consent, Assignment, Assumption and Release Agreement
(to be attached)

4837-8194-1169, v. 1