

Third Amendment to Interlocal Cooperation Agreement (Environmental Dashboard)

THIS THIRD AMENDMENT TO INTERLOCAL AGREEMENT (this “*Second Amendment*”) is made effective 12 July 2021 by and between the **CENTRAL WASATCH COMMISSION**, an interlocal entity of the state of Utah whose address is 41 North Rio Grande Street, Ste. 202, Salt Lake City, UT 84101 (“*CWC*”), and the **UNIVERSITY OF UTAH**, an institution of higher education and a body corporate and politic of the state of Utah whose address is c/o Office of Sponsored Projects, 1471 East Federal Way, Salt Lake City, UT 84102-1821 (“*University*”). In this Amendment, CWC and University are each a “*Party*” and collectively are “*Parties*.”

RECITALS:

A. Effective 1 July 2019, the Parties entered into an “Interlocal Cooperation Agreement (Environmental Dashboard)” (the “*Agreement*”) whereunder University agreed to further develop CWC’s so-called “Environmental Dashboard” environmental monitoring and adaptive management plan (the “*Environmental Dashboard*”) as described in the Agreement and the Proposal for the Phase 1 Work attached to the Agreement.

B. The Agreement subsequently was amended by (1) the “First Amendment to Interlocal Cooperation Agreement (Environmental Dashboard)” dated on or about 9 March 2020 between the Parties (the “*First Amendment*”), which amended the Agreement to adopt a revised proposal detailing the “Phase 2 Work” under the Agreement and associated costs needed to bring the Environmental Dashboard to fruition, and (2) the “Second Amendment to Interlocal Cooperation Agreement (Environmental Dashboard)” dated on or about 1 March 2021 between the Parties (the “*Second Amendment*”), which amended the Agreement, as previously amended, to adopt a revised schedule for University’s completion of its Phase 2 Work under the Agreement, as amended, and the timetable for the associated payments by CWC to University for that work, in order to bring the Environmental Dashboard to fruition.

C. Following adoption of the Second Amendment, ESRI Inc., an intended sub-provider for University under the Agreement who previously had indicated to CWC a willingness to provide certain key service under the Agreement *gratis* or at reduced cost, informed CWC and University that it is unwilling or unable to proceed as previously indicated, requiring University to expand the scope of its work under the Agreement accordingly in order to bring the Environmental Dashboard to fruition.

D. Consequently, the Parties now desire to further amend the Agreement, as previously amended, to adopt a revised scope of work for University, a revised schedule for completion of such work, and a revised fee schedule for that work.

AGREEMENT:

NOW THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. **Defined Terms.** Unless otherwise defined in this Amendment, all capitalized “terms of art” in this Amendment shall have the same meanings and definitions as in the Agreement.

Section 2. **Status of Phase 1.** The Parties acknowledge that the Phase 1 Work has been completed and all sums due under the Agreement for the Phase 1 Work have been paid.

Section 3. **Additions to Scope of Work.** The scope of Work to be performed by University to complete the Environmental Dashboard and bring it to functional fruition is hereby amended and augmented to include the additional items of Work that are described on the attached exhibit entitled “*Environmental Dashboard Project Scope Changes, May 25, 2021*” (the “*Exhibit*”), the terms and conditions of which are incorporated herein by this reference.

Section 4. **Changes to Project and Payment Schedule.** The revised schedule for University’s completion of the Phase 2 Work, and for CWC’s payments for such Work, shall be as shown on the Exhibit.

Section 5. **Total Due.** CWC’s payment obligation is increased from \$176,308 in additional funds to \$223,619, as detailed on the Exhibit, for University’s full and timely performance and completion of the Phase 2 Work.

Section 6. **No Other Modifications.** Except as specifically amended in this Amendment, the terms of the Agreement shall remain unmodified and in full force and effect between the parties.

DATED effective the date first-above written.

CWC:

ATTEST:

CENTRAL WASATCH COMMISSION

By: _____
Michael J. Peterson, Secretary

By: _____
Christopher F. Robinson, Chair

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

By: _____
Wm. Shane Topham,
CWC Attorney

UNIVERSITY:

ATTEST:

UNIVERSITY OF UTAH

_____, _____

_____, _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

By: _____
_____, University's Attorney

Exhibit to Third Amendment to
Interlocal Cooperation Agreement
(Environmental Dashboard)

(Attach “Environmental Dashboard Project Scope Changes, May 25, 2021”)