

**SECOND EXTENSION OF  
INTERLOCAL COOPERATION AGREEMENT DATED MARCH 15, 2022  
BETWEEN TOOELE COUNTY AND ERDA CITY**

**AGREEMENT** dated this 29th day of November, 2022, between Tooele County ("County") and Erda City ("Erda"), political subdivisions of the State of Utah.

**WHEREAS**, County and Erda entered into an interlocal cooperation agreement ("agreement") dated March 15, 2022; and

**WHEREAS**, the agreement addressed, among other things, municipal service taxes, road maintenance, and law enforcement services; and

**WHEREAS**, the road maintenance provisions were scheduled to expire on June 30, 2022, but were later extended to September 30, 2022; and

**WHEREAS**, the law enforcement services provisions were scheduled to expire on September 30, 2022; and

**WHEREAS**, the road maintenance provisions and the law enforcement services provisions were informally extended via oral motions through November 29, 2022; and

**WHEREAS**, County and Erda mutually desire to extend the road maintenance and law enforcement services provisions; and

**WHEREAS**, the agreement requires that modifications must be in writing and must be approved by the parties' respective legislative bodies;

**NOW THEREFORE**, the parties mutually agree as follows:

**1. Roads.** From December 1, 2022, through June 30, 2024, County will perform the same types and levels of road maintenance (including weed spraying and mowing) that it performed prior to Erda's incorporation. Erda will pay County all road funds received by Erda from the State of Utah for the same period. Erda will pay within 30 days of receipt from the State of Utah without invoice from County. Either party may terminate the provision of roads services, with or without cause, upon six months' written notice to the other party.

**2. Law Enforcement.** From December 1, 2022, through June 30, 2024, County will perform the same types and levels of law enforcement services that it performed prior to Erda's incorporation. Either party may terminate the provision of law enforcement services, with or without cause, upon six months' written notice to the other party. Dispatch services are governed by a separate annual agreement and are not included in this agreement.

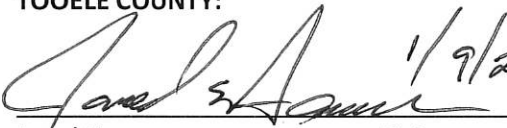
Based on the table below, County will submit an invoice to Erda at the end of each quarter. Erda will pay each invoice within 30 days. If Erda fails to fully and timely pay any invoice, County will send written notice of intent to terminate law enforcement services. Erda will then have seven calendar days to cure the non-payment. If non-payment is not cured within those seven days, County will cease to provide law enforcement services without further notice.

Base Rate Per Quarter	12.5% Administration Fee	Total Per Quarter
\$69,017	\$8,627	\$77,644

**3. Extraordinary Events.** Funding for extraordinary events is not included in this extension and will be negotiated between the parties after the occurrence of such events. Examples of extraordinary events include acts of terrorism, severe floods, severe fires, severe earthquakes, aviation disasters, train derailments, active shooter situations, serious crimes with multiple victims, etc.

**4. Other Provisions.** All other terms and conditions of the March 15, 2022 agreement shall remain in full force and effect.

**TOOELE COUNTY:**

  
 Jared Hamner Date 1/9/2023  
 Chair, Tooele County Council


**ERDA CITY:**

  
 Jess Bird Date 1/4/2023  
 Chair, Erda City Council

**APPROVED:**

  
 Colin Winchester Date 01/04/2023  
 Deputy Tooele County Attorney

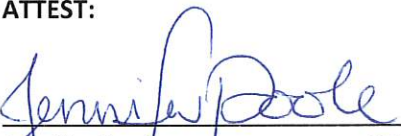
**APPROVED:**

  
 John Brems Date 1/4/23  
 Erda City Attorney

**ATTEST:**

  
 Tracy Shaw Date 1-10-23  
 Tooele County Clerk

**ATTEST:**

  
 Jennifer Poole Date  
 Erda City Recorder