

FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

This First Amendment to Interlocal Cooperation Agreement (this “Amendment”) is entered into effective as of February ____, 2026, between the **REDEVELOPMENT AGENCY OF SANDY CITY**, a Utah political subdivision (the “Agency”) and **SANDY CITY**, a Utah municipal corporation (the “City”) (collectively, the “Parties”). This Amendment amends and is hereby made an integral part of that certain Interlocal Cooperation Agreement between the Parties dated February ____, 2026 (the “Original Agreement” and together with this Amendment, the “Agreement”).

RECITALS

WHEREAS, the Agency and the City are separate public entities organized under Utah law, each possessing independent statutory authority and distinct governance responsibilities; and

WHEREAS, under the Sandy City form of government, the Mayor is the chief executive officer of the City and is vested with authority over municipal administration, including staffing decisions, organizational structure, operational management, and the assignment of City functions; and

WHEREAS, the Agency recognizes and affirms the Mayor’s independent executive authority and does not intend, through this Amendment or otherwise, to direct, supervise, or interfere with the internal management, staffing, or operational decisions of the City Administration; and

WHEREAS, the Agency acknowledges that decisions regarding the allocation of municipal personnel and functions are matters properly within the discretion of the Mayor and her executive team, subject to applicable law and budgetary appropriations; and

WHEREAS, the acquisition of the Property is being financed in part through Agency contributions and through the issuance of Bonds, and repayment of such Bonds is anticipated to depend in material part upon the continued economic performance of the Property; and

WHEREAS, the Agency has a statutory responsibility to exercise prudent stewardship over redevelopment funded assets and to safeguard public funds committed to redevelopment purposes, including funds associated with bonded indebtedness; and

WHEREAS, the Agency’s interest in the occupancy and use of the Property arises solely from its redevelopment funding participation and its fiduciary responsibility to protect the economic assumptions underlying the financing structure; and

WHEREAS, the Parties desire to proceed in a spirit of cooperation and mutual respect, recognizing the Mayor’s executive leadership role and the Agency’s limited but important

responsibility to ensure that redevelopment funded assets remain financially sound during the period in which Bonds remain outstanding; and

WHEREAS, the occupancy provisions set forth in this Amendment are intended to function as economic and financial safeguards tied to redevelopment funding and debt service protection, and are not intended to alter or diminish the Mayor's executive authority over municipal administration.

NOW, THEREFORE, the Original Agreement is hereby amended as follows, and except as specifically modified herein, all terms and conditions of the Original Agreement remain in full force and effect:

1. The City is acquiring the Property using the Contribution funds from the Agency and also using the proceeds of bonds issued or to be issued by the City (the "**Bonds**").
2. Occupancy During Bond Term.

(a) Executive Planning Authority. Nothing herein shall be construed to limit or interfere with the Mayor's executive authority over municipal administration. The Mayor and the City Administration shall retain full responsibility for planning, organizing, and proposing the allocation of municipal offices, personnel, and functions consistent with the Mayor's lawful authority.

(b) Proposal Submission and Consideration. Any proposed temporary or permanent occupancy or use of the Property by City offices, officials, employees, or departments during the period described in this Section shall be submitted by the Administration to the Agency Board for consideration. The Agency's review of such proposal shall be undertaken in good faith and shall not be unreasonably withheld, conditioned, or delayed, taking into account redevelopment objectives, tenant stability, and the financial assumptions underlying the Bond financing.

(c) Collaborative Review Process. For the duration that any Bonds remain outstanding, the City Administration and the Agency Board shall maintain a collaborative review process regarding the occupancy of the Property by City entities. To ensure long-term strategic alignment, the Administration will engage the Board in consultative dialogue to reach a mutual consensus concerning occupancy plans. Once consensus is achieved, it will be formalized in a resolution by the Agency Board.

(d) Redevelopment Objectives. The Parties acknowledge that use and occupancy of the Property during the Bond term should remain consistent with redevelopment objectives and the protection of revenue assumptions associated with the financing structure.

(e) Duration. The provisions of this Section shall remain applicable during the period in which any Bonds remain outstanding, or until such time as the Parties mutually agree in writing to amend this Agreement.

THIS FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT IS EXECUTED effective as of the day and year first above written by:

REDEVELOPMENT AGENCY OF SANDY CITY

Executive Director

ATTEST:

Secretary

Attorney Review for Redevelopment Agency:

The undersigned, as counsel for the Redevelopment Agency of Sandy City, has reviewed the foregoing First Amendment to Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for the Agency

[Signatures continue on next page.]

**~ ADDITIONAL SIGNATURES TO FIRST AMENDMENT TO INTERLOCAL
COOPERATION AGREEMENT ~**

SANDY CITY

By: _____
Mayor

ATTEST:

City Recorder

Attorney Review for City:

The undersigned, as attorney for Sandy City, has reviewed the foregoing First Amendment to Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

City Attorney