

**SECOND AMENDMENT  
to the  
INTERLOCAL COOPERATION AGREEMENT**

**Between**

**SALT LAKE COUNTY**

**And**

**SANDY CITY**

**THE INTERLOCAL COOPERATION AGREEMENT** ("Agreement") executed on the 29 day of March, 2018, by and between **SALT LAKE COUNTY** ("County"), and **SANDY CITY** ("City"), is hereby amended as follows effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

NOW, THEREFORE, in exchange for valuable consideration, including without limitation, the mutual covenants, agreements and representations contained in this First Amendment, the receipt of which is hereby acknowledged, the County and the City agree to amend the Agreement as follows:

A. Section 2 is hereby amended as follows:

2. County Payment. Upon substantial completion of each phase of the Dry Creek Improvements, City shall submit records of the actual cost of completing these improvements, including a breakout of the costs that are strictly flood control related. Only County approved flood control related work is considered eligible for reimbursement. County has budgeted \$250,000 for the year 2020. Within thirty (30) days after receipt (as defined in section 5.1. of this Agreement) of the records by the County, County shall pay to the City the actual flood control cost of completing the improvements, up to \$250,000. Under no circumstances will County be obligated to provide more than \$250,000, regardless of actual cost. If additional funds are approved by the Salt Lake County Mayor and Salt Lake County Council for following years, written notification will be sent to Sandy City. Possible future funding shall follow the same protocols as the initial funding.

B. All parts, paragraphs, and other provisions of the Agreement not specifically modified by this amendment shall be the same and remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City caused this First Amendment to be signed by its Mayor and attested by its City Recorder; and the County caused this First Amendment to be signed by the Mayor, or his designee, his or her signature being duly notarized.

**SALT LAKE COUNTY**

By: \_\_\_\_\_  
Mayor or Designee

Administrative Approvals

By: \_\_\_\_\_  
Scott Baird, Department Director

By: \_\_\_\_\_  
Kade D. Moncur, Division Director

**SANDY CITY**

By SGB  
Mayor or Designee



Attest:

Chad Cornell  
DEPUTY CITY RECORDER

Approved As To Form and Legality:

Ryan W. Lambert 2/25/2020  
For Salt Lake County Date

Danea Leon 3/12/20  
For Sandy City Date

**SANDY CITY APPROVALS**

Department EDP

Risk Mgt. EDP

Budget BK

Legal Form TK

Purchasing Compliance BK