

**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: 74 B. [Signature]
Mayor or Designee



Attest: [Signature]
DEPUTY CITY RECORDER

Approved As To Form and Legality:

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

Daniel Sloan 3/12/20
For Sandy City Date

SANDY CITY APPROVALS

Department [Signature]
Risk Mgt. [Signature]
Budget BK
Legal Form [Signature]
Purchasing Compliance BK