

CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: PP18118C Version: 2 Desc: FCE Rose Creek Channel Improve
Supplier Name: RIVERTON CITY CORP
Comments: FCE- Exempt Interlocal - SLCo Flood Control & Engineering to contribute up to \$275,000.00 to Riverton City for the improvements to Rose Creek according to Exhibit A. No term specified (put out to the end of 2019 for review at that time)// Amendment #1 Section 2 amended to add \$125,000; County to pay City the actual flood control cost of completing the improvements, up to \$400,000.00 for 2019.
Contract Amount: \$400,000.00
Agency Name: Flood Control Engineering
Period Performance from 10/19/2018 to 12/31/2019
Procurement Type: EXI Exempt Interlocal Reason Code: AMENDMENT
Buyer: KEldridge

City Contract No. 18-1053-36

County Contract No. PP18118C
DA No. _____

**FIRST AMENDMENT
to the
INTERLOCAL COOPERATION AGREEMENT**

Between

SALT LAKE COUNTY

And

RIVERTON CITY

**FOR IMPROVEMENTS TO THE ROSE CREEK CHANNEL WITHIN RIVERTON CITY
BOUNDARIES**

THE INTERLOCAL COOPERATION AGREEMENT ("*Agreement*") executed on the 21st day of August, 2018, by and between **SALT LAKE COUNTY** ("*County*"), and **RIVERTON CITY** ("*City*"), is hereby amended as follows effective as of the 11 day of May, 2019.

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 Rose 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. 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 \$400,000 for the year 2019. Under no circumstances will County be obligated to provide more than \$400,000, 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: [Signature]
Mayor or Designee

Administrative Approvals

Scott Baird Digitally signed by Scott Baird
Date: 2019.05.14 09:50:04 -06'00'

By: _____
Scott Baird, Department Director

By: [Signature] Digitally signed by Kade Moncur
Date: 2019.05.14 08:10:33 -06'00'
Kade D. Moncur, Division Director

RIVERTON CITY

By: [Signature]
Mayor or Designee



Attest: [Signature]
Riverton City Recorder

Approved As To Form and Legality:

Ryan Lambert Digitally signed by Ryan Lambert
DN: dc=org, id=sicoounty, ou=Departments, ou=District Attorney, ou=Users, ou=MAN, cn=Ryan Lambert, email=RLambert@sico.org
Date: 2019.04.26 16:54:55 -0600

For Salt Lake County

[Signature] 5-2-19

For Riverton City Date