

FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT
Between
SALT LAKE COUNTY
And
WASATCH FRONT WASTE & RECYCLING DISTRICT
[Lease at Salt Lake County Public Works Department Complex]

THIS FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022, by the between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (hereinafter referred to as "COUNTY"), and the WASATCH FRONT WASTE & RECYCLING DISTRICT, a special services district and political subdivision of the State of Utah (hereinafter referred to as "DISTRICT"). COUNTY and DISTRICT are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, COUNTY and DISTRICT entered into an Interlocal Cooperation Agreement on January 1, 2020 ("Agreement"), which remains in effect as of the date stated above; and

WHEREAS, COUNTY and DISTRICT wish to further clarify the terms of the Agreement including terms pertaining to the extension of the Agreement beyond the original nine-year term ending on December 31, 2028; and

NOW THEREFORE, DISTRICT and COUNTY hereby agree to amend the Agreement as follows:

1. The Parties agree to delete and replace Recital C as follows:

The District owns two parcels adjacent to the South County Parcel - one parcel is located at 7062 South 600 West, identified as Parcel No. 21-25-102-005, which includes parking, natural gas hook-ups, and a truck barn (the "South District Parcel"), and one parcel is located at 7125 South 600 West, identified as Parcel No. 21-25-102-006, which is mostly employee parking but also includes an area where the District cleans out the garbage hoppers (the "Employee Parking Parcel").

2. The Parties agree to delete and replace Section 2.1 of the Agreement with the following language:

Section 2.1 **Term.** The term of the Lease shall be effective as of January 1, 2020, and shall continue for nine years, through December 31, 2028 ("Lease Term").

Section 2.1.1 **Extension.** The Parties may mutually agree in writing to extend this agreement beyond the original or extended Lease Term for an additional term of three years (the "Extended Term"). Either Party may initiate the process of negotiating such an extension of the Lease Term by notifying the other in writing at least one year prior to the end of the Lease Term. Determination of Final Rent for the Extended Term

shall be made as outlined in Section 2.1.2.

Section 2.1.2 **Final Rent upon Extension.** Final Rent for the Extended Term shall be determined by an independent appraisal of the property based upon prevailing market rates of similarly situated properties prepared by a qualified appraiser (with an MAI designation) acceptable to both Parties, with each Party paying an equal share of the selected appraiser's fee. In the event the Parties are not able to agree upon an appraiser, the Lease Term shall not be extended.

- 3. The Parties agree to add the following language to the end of Section 2.2 of the Agreement:

The Parties agree that the payment of any rent under this Agreement (either previous or future payments, including, without limitation, Final Rent) has not and shall not create an actual or equitable interest for the District in any portion of the Leased Premises.

- 4. All other terms and conditions expressed in the Agreement not expressly amended here remain in full effect.

IN WITNESS WHEREOF, the parties have subscribed their names the day and year first above written.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Departmental Approval

By: _____
Division Director

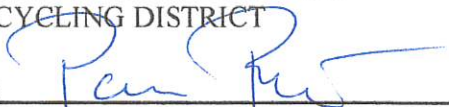
Date: _____

APPROVAL AS TO FORM

By: Ryan Lambert Digitally signed by Ryan Lambert
Date: 2022.01.12 14:41:22 -07'00'
Salt Lake County District Attorney's Office

Date: 1/12/2022

WASATCH FRONT WASTE &
RECYCLING DISTRICT

By: 
General Manager / CEO

Date: 1-24-2022

By: 
Counsel for DISTRICT

Date: 1-24-22