

Interlocal Cooperation Agreement
BETWEEN
SALT LAKE COUNTY
AND
WASATCH FRONT WASTE AND RECYCLING DISTRICT
[Lease at Salt Lake County Public Works Department Complex]

THIS INTERLOCAL COOPERATION LEASE AGREEMENT (this “Lease”) is made effective January 1, 2020, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the “County”), and **WASATCH FRONT WASTE AND RECYCLING DISTRICT**, a special service district and political subdivision of the State of Utah (the “District”).

R E C I T A L S:

A. The County owns certain improved real property located at 604 West 6960 South, Midvale, Utah, identified as Parcel No. 21-24-351-049 (the “Administration Parcel”), which includes the Salt Lake County Public Works administration building (the “Administration Building”) and the landscaped areas, parking areas, and outdoor workspace adjacent to the Administration Building.

B. The County also owns a nearby parcel located at 7125 South 600 West, identified as Parcel No. 21-25-102-004, which includes repair and maintenance facilities and parking areas (the “South County Parcel”).

C. 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 wash (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”).

D. The District desires to lease a portion of the Administration Building from County together with the right to exclusively use portions of the Administration Parcel and share use with the County for other portions of the Administration Parcel.

E. The County is willing to lease a portion of the Administration Building to the District and grant rights to use the Administration Parcel on the terms and conditions hereinafter set forth.

F. The District and the County desire to jointly use the South County Parcel, the South District Parcel and the Employee Parking Parcel on the terms and conditions hereinafter set forth.

G. Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, *et seq.*, the parties desire to enter into this Lease to describe and delineate the scope of their mutual

cooperation as to the matters addressed herein.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and promises herein set forth, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 **LEASED PREMISES**

Section 1.1 Leased Premises.

1.1.1 The County hereby leases to the District approximately 6,023 rentable square feet of office space on the first floor and 43 square feet for storage in the basement of the Administration Building for its exclusive use (collectively the “Office Space”). In addition, the County agrees to jointly use approximately 10,452 square feet of space in the Administration Building with the District, which includes a training room, three conference rooms, a lunch room, an exercise room, multiple restrooms, lobbies, staircases, elevator, and basement including HVAC and electrical rooms (collectively the “Shared Space”). The Administration Building is located at 604 West 6960 South, Midvale, Utah, and the Office Space and Shared Space within the Administration Building are depicted on the floor plan attached Exhibit A.

1.1.2 The County also hereby grants to the District the non-exclusive use of a portion land within the Administration Parcel that surrounds the Administration Building (the “Building Exterior Area”). The Building Exterior Area consists of landscaped areas (including a grassy area surrounded by a walking trail), a patio with picnic tables outside the lunch room, a 69-space employee parking lot, and a 10-space visitor parking lot. The Building Exterior Area is depicted on the map attached as Exhibit B.

1.1.3 There is an area of the Administration Parcel known as the North East Yard. The County also grants the District exclusive use of approximately 53,253 square feet of an area of the North East Yard (“Leased NE Yard Area”) and shared use of a drive way approach to access the Leased NE Yard Area and a parking lot to the west of the Leased NE Yard Area (the “Shared Access and Parking Area”). The Leased NE Yard Area and the Shared Access and Parking Area are also depicted on the map attached as Exhibit B.

1.1.4 The Office Space, Shared Space, Building Exterior Area, Shared Access and Parking Area and Leased NE Yard Area collectively constitute the “Leased Premises.”

Section 1.2 Joint Use Property.

1.2.1 The County and the District hereby agree to jointly use the South District Parcel, the Employee Parking Parcel, and portions of the South County Parcel as follows:

1.2.1.1 The District currently uses approximately 51,949 square feet of the South District Parcel to park its garbage trucks at natural gas hook-ups (the “Garbage Truck Area”). The County may use the remainder of the South District Parcel, until such time as the District determines that it needs to use more of its South District Parcel for CNG trucks and fueling, in which case the District shall give the at least ninety (90) days’ notice of its intention to begin using more of its South District Parcel. If such change occurs, the District will provide equivalent space for the County to use on the Employee Parking Parcel or the County and the District shall jointly identify other space subject to this Lease that the County can use in the

place of the area taken by the District, and the parties may update the square footage and usage percentages listed in this Agreement as described in Section 3.3.6 below.

1.2.1.2 The County and the District shall share the use of a truck wash on the South County Parcel (the “Truck Wash”).

1.2.1.3 There is an area for crew employee parking located on the Employee Parking Parcel together with a portion of the South County Parcel. District currently uses approximately 27% of the parking spaces in the Employee Parking Parcel, and the County uses the remaining space (the “Crew Parking Area”). The parties shall continue the shared use of these parking stalls, in approximately the same percentages as just described, and said percentages will be used for determining the allocation of any shared maintenance costs provided for in this Agreement.

1.2.1.4 The District uses space on the east side of its Employee Parking Parcel to clean out garbage trucks (the “Truck Cleanout Area Area”).

1.2.1.5 There is a truck barn on the South District Parcel (the “Truck Barn”). The District uses nine (9) stalls in the Truck Barn. The County may use the rest of the Truck Barn.

1.2.1.6 The County and the District share the use of a crew room with picnic tables, vending machine, ice machine, lockers and restrooms located on the South County Parcel (the “Crew Room”).

1.2.2 The Garbage Truck Area, the Truck Wash, the Crew Parking Area, the Can Maintenance Area, the Truck Barn and the Crew Room are all depicted on the map attached here to as Exhibit C (collectively “the Joint Use Areas”).

1.2.3. Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2011), as amended (the “Act”). Subject to and consistent with the terms of the Act, the County and the District shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor District shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law. Each party shall maintain, or cause to be maintained, general commercial liability insurance or similar self-insurance on sufficient to cover claims for personal injury, bodily injury, death, and property damage occurring on or about the Joint Use Areas and in sufficient amounts to cover the government immunity limits, as they may increase.

ARTICLE 2

TERM; BASE RENT

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”). The Parties may mutually agree to extend or renew this agreement beyond the Lease Term; provided however, that any extension or renewal shall require the Parties to agree to new terms regarding the calculation of Final Rent and any extension or renewal discussions shall commence at least one year prior to the end of the Lease Term.

Section 2.2 **Final Rent**. Annual rental payments during the Lease Term shall be as

provided in Exhibit D (“Base Rent”), and is intended to cover the principal and interest calculation attributable to the District each year for the municipal bonds used to construct the Administration Building. Each year during the Lease Term, Base Rent shall be reduced by the allocable Build America Bonds subsidy actually obtained by the County, if any (“Final Rent”). If any payment is not made by the tenth (10th) day following the due date of the payment, then there shall be added a \$100.00 fee as an agreed late charge on the tenth (10th) day of each and every month in which a payment is delinquent. During the Lease Term of the lease, and any extension thereof, the District shall pay the County Final Rent at such place as the County may designate. All Final Rent is due annually, ten business days after receipt of an invoice to be provided by the County to the District on or around July 1 of each year during the Lease Term.

ARTICLE 3 **MAINTENANCE AND USE**

Section 3.1. **Acceptance of Leased Premises.** The District has inspected the Leased Premises and accepts the Leased Premises in its condition as of the date of this Lease.

Section 3.2. **The District’s Maintenance and Repair Obligations.** The District shall, at all times throughout the Lease Term at its own cost and expense (a) repair, replace, and maintain in a good, safe, clean, and attractive condition, the Office Space and any and all improvements, additions, and alterations thereto that are not the County’s maintenance and repair obligations pursuant to section 3.3 below, (b) clean and paint the interior, if needed, of the Office Space as necessary in order to maintain the Leased Premises in a clean, attractive and sanitary condition, and (c) use all reasonable precautions to prevent damage or injury to the Leased Premises.

If the District fails to make any required repairs or maintenance to the Office Space within five (5) days after written notice from the County to do so, the County may, at its option, enter upon the Leased Premises, perform such repairs or maintenance, and charge to the District the actual costs thereof plus ten percent (10%) thereon for overhead and supervision which the District shall pay within fifteen days after receipt of a bill, provided, however, that if the District proceeds with due diligence during such five (5) days to make any required repairs or maintenance, and it is unable by reason of the nature of the work involved or action required or unavoidable delays to complete the item within said five (5) days, then the time to complete the item shall be extended by an additional period not to exceed a reasonable time.

Section 3.3 The County’s Maintenance and Repair Obligations.

3.3.1 The County shall be primarily responsible for capital improvement, maintenance, and repair costs of the Administration Building, including the Leased Premises (“Capital Costs”), and the District shall share in any capital maintenance and repair costs in proportion to its use of the Leased Premises. The County shall, at all times throughout the Lease Term pay for any and all utilities, janitorial services and supplies, pest control, security and dispatch personnel, window washing, laundry service for floor mats, carpet cleaning, facilities maintenance including preventative maintenance and repairs to the building exterior and building systems, and cost of small equipment for shared areas such as exercise equipment, TV monitors and projectors and security systems, as well as operation and maintenance of the areas described in Sections 3.3.2, 3.3.3, and 3.3.4 below (the foregoing, all together or individually if indicated, the “Operational and Maintenance Costs”). The District shall reimburse the County for 45.96% of the Operational

and Maintenance Costs of the Administration Building and 45.96% of the Capital Costs for the Administration Building that benefit both parties.

3.3.2 The County shall maintain the Building Exterior Area, including but not limited to landscape services, sweeping, plowing, paving, striping maintenance, sign maintenance, street light maintenance, storm drain cleaning, general cleaning and upkeep services. The District shall reimburse the County for 45.96% of the Operational and Maintenance Costs for the Building Exterior Area.

3.3.3 The County shall maintain the North East Yard¹, including but not limited to sweeping, plowing, paving, striping maintenance, sign maintenance, street light maintenance, storm drain cleaning, general cleaning and upkeep services. The District shall reimburse the County for 44.55% of the Operational and Maintenance Costs of the North East Yard.

3.3.4 The County shall maintain the Garbage Truck Area, the Truck Wash, the Crew Parking Area, the Can Maintenance Area, the Truck Barn and the Crew Room. The District shall reimburse the County for the Operational and Maintenance Costs of these areas as follows:

3.3.4.1 21.41% of the Garbage Truck Area, Crew Parking Area, and Can Maintenance Area.

3.3.4.2 36% of the Truck Wash.

3.3.4.3 34.25% of the Crew Room.

3.3.5 The County shall invoice the District monthly for the Operational and Maintenance Costs based upon the percentages identified in this Section 3.3 and include a payment due date that is no more than ten days from the date of the invoice. If any payment is not made by the tenth (10th) day following the due date of the payment, then there shall be added a \$100.00 fee as an agreed late charge on the tenth (10th) day of each and every month in which a payment is delinquent.

3.3.6 The reimbursement rates identified in this Section 3.3. shall be reviewed annually by the County and the District, and any adjustments shall be mutually approved in writing by the District and the County.

Section 3.4. **Use.**

3.4.1. The District shall use the Leased Premises solely for activities directly related to administration and services provided by the District to its customers. The District may not subject the Leased Premises to any other type of use without the County's prior written consent, which the County shall not unreasonably withhold.

3.4.2. The District and the County shall each use the portions of the Joint Use Areas owned by the other Party solely for those activities that they each currently conduct, and neither party may change the uses they make in the portions of the Joint Use Areas owned by the other Party without obtaining the prior written consent of the other party.

Section 3.5. **Waste and Nuisance.** The District shall not commit any waste upon the Leased Premises and shall not conduct any activity on the Leased Premises that is or becomes unlawful, prohibited or a nuisance or that may cause damage to the County, to occupants of the vicinity, or to other third parties. Likewise, neither Party shall commit any waste upon any portion of the Joint Use Areas owned by the other Party and shall not conduct any activity on the portions of the Joint Use Areas owned by the other Party that is or becomes unlawful, prohibited or a

¹ The North East Yard includes the Leased NE Yard Area, the Shared Access and Parking Area, and the Salt Lake County Area as shown on Exhibit B.

nuisance or that may cause damage to the other Party, to occupants of the vicinity, or to other third parties.

Section 3.6. **Compliance with Laws.** The District shall comply with and abide by all laws, ordinances, rules and regulations of all municipal, county, state and federal authorities that are now in force or that may hereafter become effective with respect to the use and occupancy of the Leased Premises.

Section 3.7. **Right to Enter.** The County, its agents and its other representatives shall have the right without abatement of rent to enter upon the Leased Premises or any part thereof at all reasonable hours upon reasonable notice to the District for the purposes of inspecting the same and making such repairs and alterations to the Leased Premises as may be necessary for the maintenance, safety and repair thereof.

ARTICLE 4 **UTILITIES; IMPROVEMENTS AND FIXTURES**

Section 4.1 **Utilities.** Throughout the Lease Term, the District shall timely pay all charges and expenses for utility services relating to the Leased Premises including, but not limited to, expenses and charges for heat, light, water, telephone, internet, cable/satellite television, and sewer services. Currently, these items are all invoiced to the District by the County. The County shall not be liable for any failure or interruption of any such utility services, and no such failure or interruption shall entitle the District to be relieved of its obligations under this Lease. If at any time the District fails to pay any of such utilities in accordance with the provisions of this Section 4.1, the County shall have the right to pay the same and the District shall promptly pay such amount(s), together with interest thereon at the rate of six percent (6%) per annum, to the County as additional rent hereunder.

Section 4.2 **Improvements and Fixtures.** The District may, with the County's prior written consent (which consent shall not be unreasonably withheld), but at the District's sole cost and expense, in a good and workmanlike manner, make such alterations to the Leased Premises within the Administration Building as the District reasonably may require for its permitted use of the Administration Building. The District's alterations may include, without limitation, partitions, telephone equipment/wiring, electrical fixtures/lighting/wiring and/or fixtures. No such alterations or repairs shall materially alter the basic character or weaken any part of the Administration Building. As stated in Section 3.3.1, the District will be responsible for its portion of the Capital Costs of the Leased Premises.

ARTICLE 5 **COUNTY REPRESENTATIONS; ASSIGNMENT**

Section 5.1 **County Representation.** The County hereby warrants that it is the fee simple owner with the legal right to lease said Leased Premises. The County and the District agree to comply with all codes, local ordinances and state statutes applicable to the use or ownership (as applicable) and operation of the Leased Premises at their sole expense.

Section 5.2 **Assignment or Sublet.** The District may not sublet the Leased Premises or

any part thereof or assign this Lease without the prior written consent of the County, which shall not be unreasonably withheld. Notwithstanding this provision, the District acknowledges and agrees that in no event shall the District lease or sublet the whole or any portion of the Leased Premises to any party or entity other than an entity which is a political subdivision of the State of Utah.

ARTICLE 6
LIABILITY INSURANCE; INDEMNIFICATION

Section 6.1. **Obligation to Maintain Insurance.** The District covenants and agrees, at its sole cost and expense throughout the Lease Term, to obtain, keep and maintain in full force and effect for the mutual benefit of the County, the District, and such additional individuals as may be designated in writing by the parties, a broad form comprehensive liability insurance policy or policies or may maintain a comparable self-insurance program (hereinafter collectively referred to as the “Liability Policy”) against claims for damage or injury to persons or property arising out of the use or occupancy of the Leased Premises up to the limitation of judgment amounts set forth in the Utah Governmental Immunity Act, UTAH CODE ANN. § 63G-7-604 (1953, as amended).

Section 6.2. **Release from Liability.** Subject to the provisions of this Lease, the District covenants and agrees that from and after the effective date and throughout the Lease Term, the County shall not be liable or responsible for damages for any personal injury or injuries, death(s), damages or losses to any person(s) or property that may be suffered or sustained by the District or its subtenant(s), if any, or any of their respective agents, servants, employees, patrons, customers, invitees, visitors, licensees and concessionaires or by any other person or persons in, on or about the Leased Premises or any parts thereof, arising from the District’s failure to keep or cause to be kept the Leased Premises in good condition and repair or arising from the use or occupancy of the Leased Premises by the District or any of its respective agents, servants, employees, patrons, customers, invitees, visitors, licensees or concessionaires.

Section 6.3. **Indemnification.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2019), as amended (the “Act”). Subject to and consistent with the terms of the Act, the County and the District shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the District shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

ARTICLE 7
DAMAGE OR DESTRUCTION

Section 7.1. **Extensive Destruction.** Either party shall have the right to terminate this Lease in the event of destruction of or damage to the Leased Premises that is so extensive as to make impractical the District’s use and occupancy thereof for a period reasonably expected to be in excess of one hundred eighty (180) days. Such termination must be accomplished through written notice given to the other party within thirty (30) days after the date of the destruction or

damage.

Section 7.2. **Other Destruction.** In the event of any other destruction of or damage to the Leased Premises, or if neither party exercises the right of termination provided for in section 7.1 above, then the County shall forthwith repair and reconstruct the Leased Premises at its sole cost and expense. The County shall use its reasonable best efforts to commence such work within thirty (30) days after the date of the destruction or damage to such Leased Premises and shall complete such work within a reasonable time.

ARTICLE 8 **SURRENDER OF PREMISES**

Section 8.1. **Surrender.** Upon the expiration or earlier termination of this Lease, the District shall surrender the Leased Premises in the same condition as they existed upon delivery of possession thereof under this Lease, reasonable wear and tear excepted. The District shall surrender all keys for the Leased Premises to the County at the place then fixed for the payment of rent and shall inform the County of all combinations on locks, safes and vaults, if any, in the Leased Premises. Further, the District shall promptly remove or cause to be removed from the Leased Premises, at the District's expense, any signs, notices and displays placed thereon by the District. Before surrendering the Leased Premises as aforesaid, the District shall also remove all its fixtures and other personal property and shall repair any damage to the Leased Premises caused by such removal, all as provided in and subject to the provisions of subsection 3.2 above. the District's obligations pursuant to these covenants shall survive the expiration or other termination of this Lease.

ARTICLE 9 **DEFAULT; REMEDIES**

Section 9.1. **Default by the District.** The following-listed occurrences, and any of them, shall be events of default ("**Events of Default**") by the District under this Lease:

(a) **Failure to Repair or to Maintain.** The District's failure to make any required repairs or maintenance to the Leased Premises within fifteen (15) days after notice from the County to do so; provided, however, that if the District proceeds with due diligence during such fifteen (15) days to cure such default, and it is unable by reason of the nature of the work involved or action required or unavoidable delays to cure the same within said fifteen (15) days, then the time to so cure shall be extended by an additional period not to exceed a reasonable time; or

(b) **Other Defaults.** The District's failure in the performance or observation of any of the other agreements of this Lease to be kept, observed or performed by the District and such failure shall continue for sixty (60) days after written notice by the County to the District; provided, however, that if the District proceeds with due diligence during such sixty (60) days to cure such default, and it is unable by reason of the nature of the work involved or action required or unavoidable delays to cure the same within said sixty (60) days, the time to so cure shall be extended by an additional period not to exceed a reasonable time.

Section 9.2. **County's Remedies.** Upon the occurrence of an Event of Default, the

County shall provide at least twenty (20) days' additional written notice and opportunity to cure to the District. If such default thereafter remains uncured, then the County shall have all of the rights and remedies available to it under applicable law including, without limitation, the right to re-enter the Leased Premises and remove all persons and property therefrom. Such property shall be removed and stored in a public warehouse or elsewhere at the District's sole cost. Should the County elect to re-enter as herein provided, or should it take possession of the Leased Premises pursuant to legal proceeding, or pursuant to any notice provided by law, it may either terminate this Lease, or it may from time to time without terminating this Lease, relet the Leased Premises, or any part thereof, for such term(s) and at such rental(s) and upon such other terms and conditions as the County in its sole discretion may deem advisable.

Notwithstanding any provision hereof to the contrary, no such re-entry or taking possession of the Leased Premises by the County shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to the District or unless the termination thereof be decreed as an election by a court of competent jurisdiction. Further, notwithstanding any such reletting without termination, the County may at any time thereafter elect to terminate this Lease for any breach hereof by the District and, in addition to any other remedy it may have, it may recover from the District all damages it may incur by reason of such breach, including attorneys' fees and the costs of re-entering the Leased Premises.

Section 9.3. **Default By County; the District's Remedies.** The County shall be in default hereunder if it fails to fulfill any of the covenants and conditions as herein provided to be performed by the County within thirty (30) days of the District's written notice of the default to the County, or such longer period of time as may be reasonably necessary to cure the default if it is impossible or impracticable to cure the same within thirty (30) days; provided, however, that if the nature of the problem presents a serious hazard or emergency, the County shall perform its obligations as immediately as possible under the then circumstances. If the County defaults hereunder and such default is not cured as provided above, then, in addition to any other rights and remedies available to the District under applicable law, the District shall be entitled to perform the obligations and be reimbursed by the County for the sum it actually expends in the performance of the County's obligations, plus ten percent (10%) thereon for overhead and supervision, which the County shall pay within thirty (30) days after receipt of a bill.

ARTICLE 10 **TERMINATION**

Section 10.1 **Termination.** The Parties agree this Lease may be terminated by either party upon one years' written notice prior to the desired termination date, provided that in the event the Lease is terminated by the District pursuant to this Section 10.1, the District shall reimburse the County for the unamortized costs of all tenant improvements in the Leased Premises paid for by the County with respect to the Leased Premises. Such payment shall be made within fifteen (15) days after the termination date. In addition, the District shall forfeit any unamortized rent. In the event that County terminates this Lease pursuant to this Section 10.1, any unamortized rent will be promptly refunded to the District.

ARTICLE 11
HAZARDOUS SUBSTANCES/WASTES

Section 11.1. **No Hazardous Materials.** The District hereby represents, warrants and certifies that, during the entire period of the District's occupancy of the Leased Premises, there will be no disposal, release or threatened release of hazardous substances or hazardous wastes on, from or under the Leased Premises. For purposes of this Lease, the terms "disposal," "release," "threatened release," and "hazardous wastes" shall mean and include any hazardous, toxic or dangerous waste, substance or material, or any disposal, discharge or release, or threatened release, or any defined as such in (or for the purposes of) the Federal Comprehensive Environmental Response, Compensation and Liability Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, relating to any hazardous, toxic or dangerous wastes, substances or materials, as now or at any time hereafter in effect (the "Environmental Laws").

Section 11.2. **Environmental Inquiries.** From and after the date of this Lease, the District shall immediately notify the County of the occurrence of any inquiries, on-site inspections, or the like by any federal or state governmental agency or entity relating to the District's or the Leased Premises' compliance with the applicable Environmental Laws. If any such inspection or inquiry results in a notice of violation of one or more the Environmental Laws or the like, the District shall promptly notify the County of such violations (including providing to the County a copy of any written findings, notice, order, or the like), and the District shall immediately undertake all actions necessary to remedy and cure any such violations attributable to a breach of the District's obligations under section 11.1 above.

Section 11.3. **Indemnification.** The District shall indemnify and hold harmless the County (and any successors to the County's interest in the chain of title to the Leased Premises) from and against (a) any and all claims, damages and liabilities arising in any way in connection with the presence, use, storage, disposal, or transfer of any hazardous materials on, under, from or about the Leased Premises, including, without limitation, all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage or disposal of hazardous materials by the District or any person taking an interest in the Leased Premises by, through, or under the District, and (b) all costs of any required or necessary repair, cleanup, or detoxification, whether such action is required or necessary prior to or following the termination or earlier expiration of this Lease, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage or release, threatened release or disposal of hazardous materials onto the Leased Premises by the District or by any person taking an interest therein by, through or under the District. The District's obligations pursuant to the foregoing indemnification shall survive the expiration or earlier termination of this Lease.

Section 11.4. **Current Compliance.** The County hereby represents to the District that, to the best of the County's current actual knowledge, but without any due diligence, as of the date of this Lease, the Leased Premises complies with all Environmental Laws.

ARTICLE 12
GENERAL

Section 12.1. **Notices.** Any notice, demand, request or other instrument (collectively referred to herein as the "Notice") required or permitted under this Lease to be given or transmitted between the parties shall be either personally delivered or mailed postage prepaid by certified or registered mail, addressed as follows:

the District:	Wasatch Front Waste and Recycling District Attn: Pam Roberts, General Manager/CEO 604 West 6960 South Midvale, Utah 84047
County:	Salt Lake County Real Estate Section 2001 South State Street, #S3-110 Salt Lake City, Utah 84190
with a copy to:	Salt Lake County Mayor's Office 2001 South State Street, #N2-100 Salt Lake City, Utah 84190

Any Notice which is mailed shall be effective on the third business day following its date of mailing. Either party may, by Notice to the other party given as prescribed in this section 12.1, change its above-described address for any future Notices that are mailed under this Lease.

Section 12.2. **Quiet Enjoyment.** The County covenants that so long as the District performs all of its obligations under this Lease the District shall peacefully and quietly have, hold and enjoy the Leased Premises for the term of this Lease.

Section 12.3. **Waiver.** The failure of the County to insist in one or more instances upon a strict performance of any of the District's obligations under this Lease or to exercise any option or right given to the County hereunder shall not be construed as a waiver or relinquishment of any right, remedy or option under this Lease. If the County does waive any breach of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of any subsequent breach of the same term, covenant or condition or of any other term, covenant or condition contained in this Lease. The acceptance of rent under this Lease by the County shall not be deemed to be a waiver of any preceding breach by the District of any term, covenant or condition of this Lease, other than the failure of the District to pay the particular rental so accepted, regardless of the County's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by the County unless such waiver is in writing signed by the County.

Section 12.4. **Entire Agreement and Modification of Agreement.** This Lease sets forth all the covenants, agreements, conditions, and understandings between the County and the District concerning the Leased Premises and there are no covenants, agreements, conditions or understandings, either oral or written, between the County and the District other than those that are herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment,

change or addition to this Lease shall be binding upon the parties unless reduced to writing and signed by them.

Section 12.5. **Captions and Section Numbers.** The captions and section numbers occurring in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such section of this Lease.

Section 12.6. **Number and Gender.** Words in the neuter gender as used in this Lease shall be deemed to include the masculine and feminine genders, and words in the singular shall be held to include the plural whenever the sense requires.

Section 12.7. **Savings Clause.** If any provision of this Lease or the application thereof to any person or circumstance shall be found to be illegal or void to any extent, then the remainder of this Lease, or the application of the provisions of this Lease to persons or to circumstances other than those to which it is held invalid and unenforceable, shall nevertheless continue in force and effect to the fullest extent possible.

Section 12.8. **No Option.** The submission of this Lease to the District for examination does not constitute a reservation of or option for the Leased Premises. This Lease becomes effective only upon execution and delivery thereof by the County and the District.

Section 12.9. **Time of the Essence.** Time is the essence of this Lease.

Section 12.10. **Force Majeure.** Either party to this Lease shall be excused for the period of any delay in the performance of any obligations that are required hereunder, other than an obligation to pay rent or other monies, when prevented from doing so by cause or causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, weather, inability to obtain any material services or acts of God.

Section 12.11. **Governing Law.** The laws of the state of Utah shall govern the validity, performance, interpretation and enforcement of this Lease and the obligations that are contained herein.

Section 12.12. **Authority.** Each individual executing this Lease does thereby represent and warrant to each other person(s) so signing (and to each other entity for which another person may be signing) (s)he has been duly authorized to execute and deliver this Lease in the capacity and for the entity indicated.

Section 12.13. **Counterparts.** This Lease may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise but one and the same instrument.

Section 12.14. **No Interlocal Entity.** Pursuant to Utah Code Ann. § 11-13-206, the parties agree that they do not by this Lease create an interlocal entity.

Section 12.15. **Joint Board.** Pursuant to Utah Code Ann. § 11-13-207, the parties agree that the cooperative undertaking under this Lease shall be administered by a joint board (“Board”)

consisting of the County's mayor or designee and the District's general manager or designee. Any real or personal property used in the parties' cooperative undertaking hereunder shall be acquired, held, and disposed of as determined by such Board.

Section 12.16. **Ethical Standards.** The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances, (2001) or of Salt Lake City's conflict of interest ordinance); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, Salt Lake County ordinances or Salt Lake City ordinances.

Section 12.17. **Attorney Review.** This Agreement shall be submitted to the authorized attorneys for the County and the District for approval in accordance with Utah Code Ann. § 11-13-202.5.

ARTICLE 13 **ATTORNMEN**

Section 13.1. If the County's interest in the Administration Parcel is transferred in any manner, the District shall attorn to the transferee of or successor to the County's interest in the Administration Parcel and recognize such transferee or successor as landlord under this lease. The District waives the protection of any statute or rule of law which gives or purports to give the District any right to terminate this lease or surrender possession of the Administration Parcel upon the transfer of the County's interest. In the event of such a transfer by the County, the County shall be released of any further obligations under this lease.

[Signatures on following page]

IN WITNESS WHEREOF, the County, by resolution duly adopted by its council caused this Lease to be signed by its mayor or designee and attested by its recorder; and the District, by resolution adopted by its board, caused this Lease to be signed, all on the day and year appearing below their respective signatures.

LANDLORD:
SALT LAKE COUNTY

By: _____
Mayor or Designee
Dated: _____

APPROVED BY:
Salt Lake County Public Works Department
& Municipal Services

By _____
Scott Baird, Director


APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5

By: _____
R. Christopher Preston
Deputy District Attorney

TENANT:
WASATCH FRONT WASTE AND RECYCLING
DISTRICT

By:  _____
Chief Executive Officer
Dated: 11/3/2020




APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5



By: Rachel S. Anderson
District Legal Counsel

PUBLIC WORKS ADMINISTRATION BUILDING (1ST FLOOR)

LEGEND

-  Salt Lake County Space
-  Office Space - Wasatch Front Waste Recycling District (WFWRD)
-  Shared Space

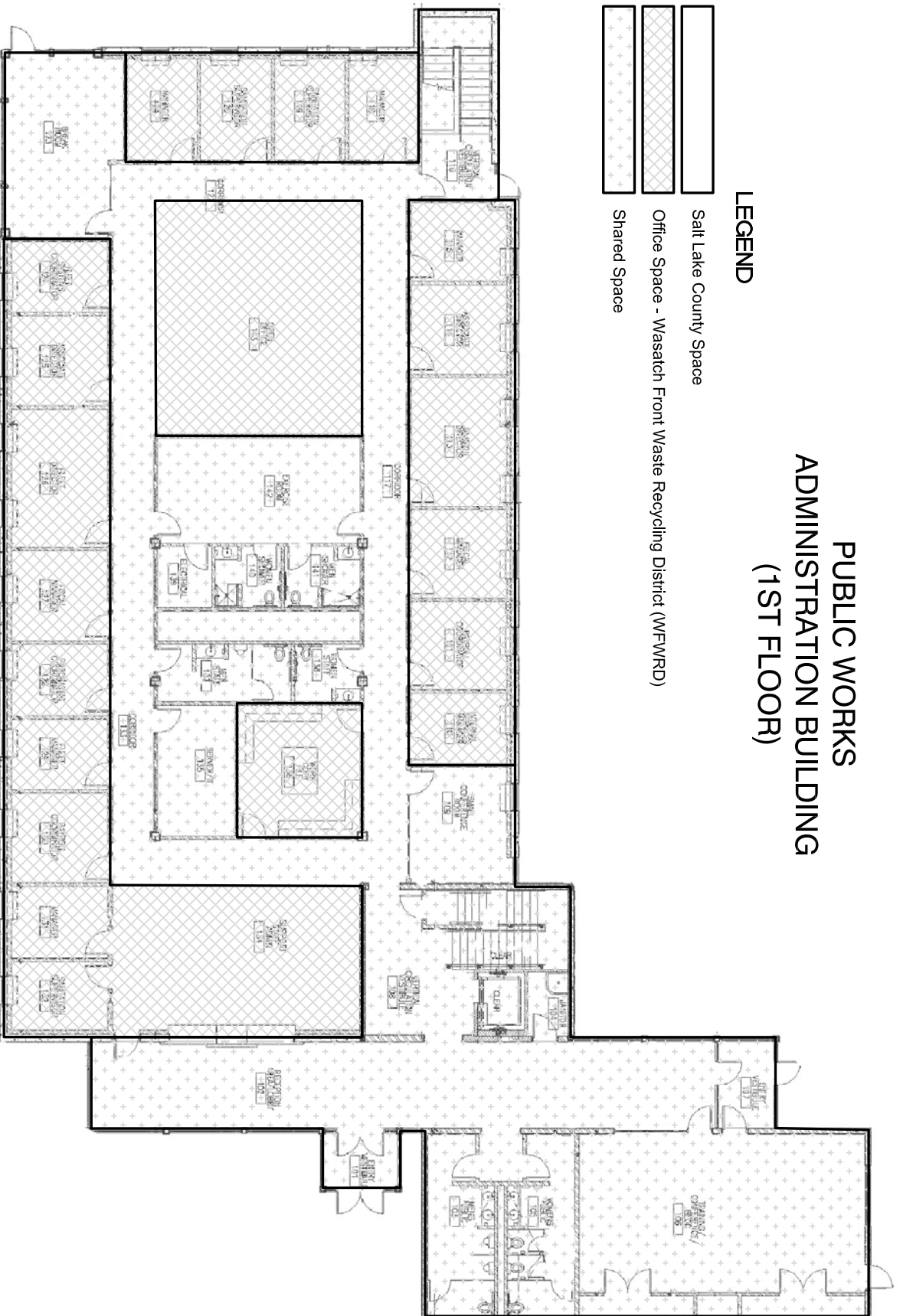


EXHIBIT "A"



Salt Lake County
Wasatch Front Waste & Recycling
Lease Agreement

Prepared for:
Salt Lake County Real Estate

Work Order No. W112119195

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

Prepared By: BFM	Date: 05/26/20
Surveyed By: XXX	Date: ??/??/??
Checked By: XXX	Date: ??/??/??

PUBLIC WORKS ADMINISTRATION BUILDING (2ND FLOOR)

LEGEND

- Salt Lake County Space
- Office Space - Wasatch Front Waste Recycling District (WFWRD)
- Shared Space

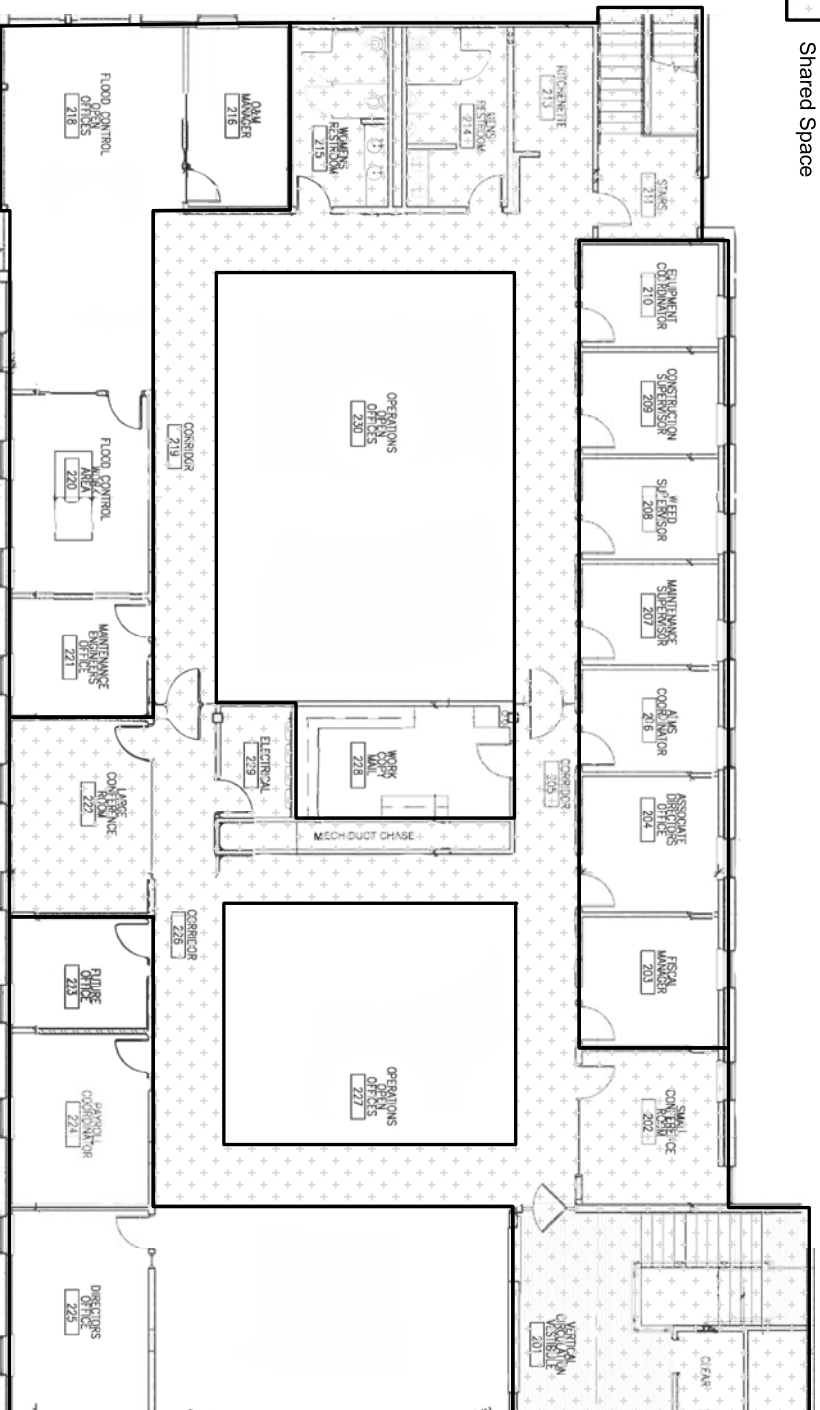






EXHIBIT "A"

	<p>Salt Lake County Wasatch Front Waste & Recycling Lease Agreement</p>	<p>Prepared by the Office of: Reid J. Demman, P.L.S. Salt Lake County Surveyor</p>
<p>Salt Lake County Real Estate</p>	<p>Prepared for: Salt Lake County Real Estate</p>	<p>2001 S. State St. #N1-400 Salt Lake City, Utah 84114-4575 (385) 468-8240</p>
<p>Work Order No. W112119195</p>	<p>Prepared By: BFM Date: 05/26/20</p> <p>Surveyed By: XXX Date: ??/??/??</p> <p>Checked By: XXX Date: ??/??/??</p>	

PUBLIC WORKS ADMINISTRATION BUILDING (BASEMENT)

LEGEND

-  Salt Lake County Space
-  Office Space - Wasatch Front Waste Recycling District (WFWRD)
-  Shared Space

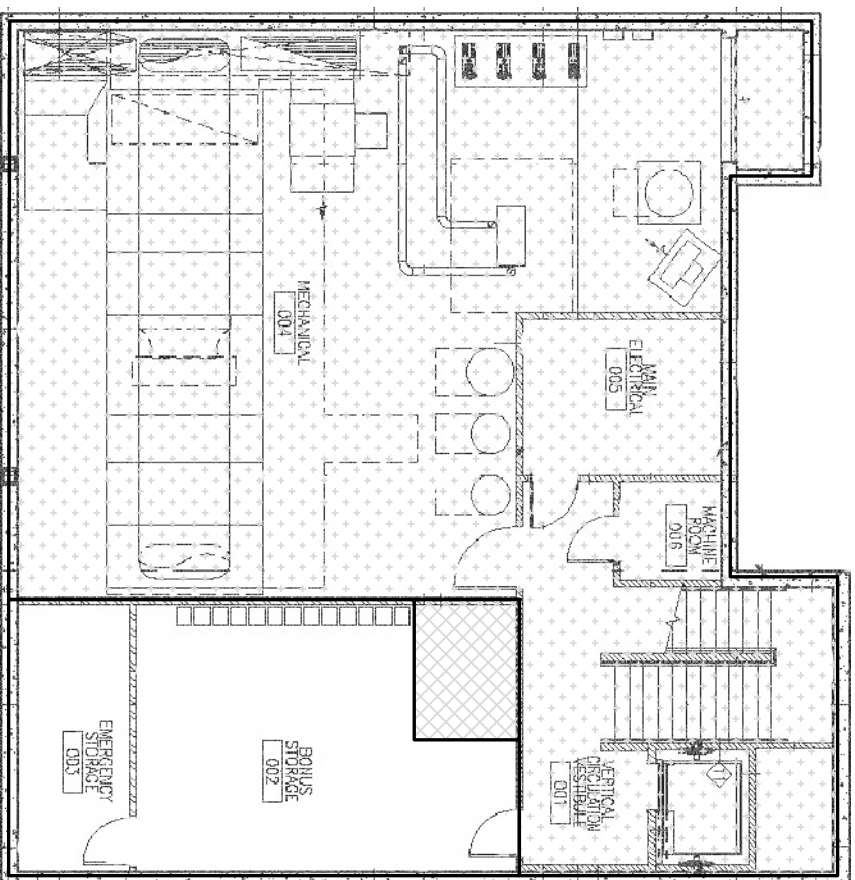


EXHIBIT "A"



Salt Lake County
Wasatch Front Waste & Recycling
Lease Agreement

Prepared for:
Salt Lake County Real Estate

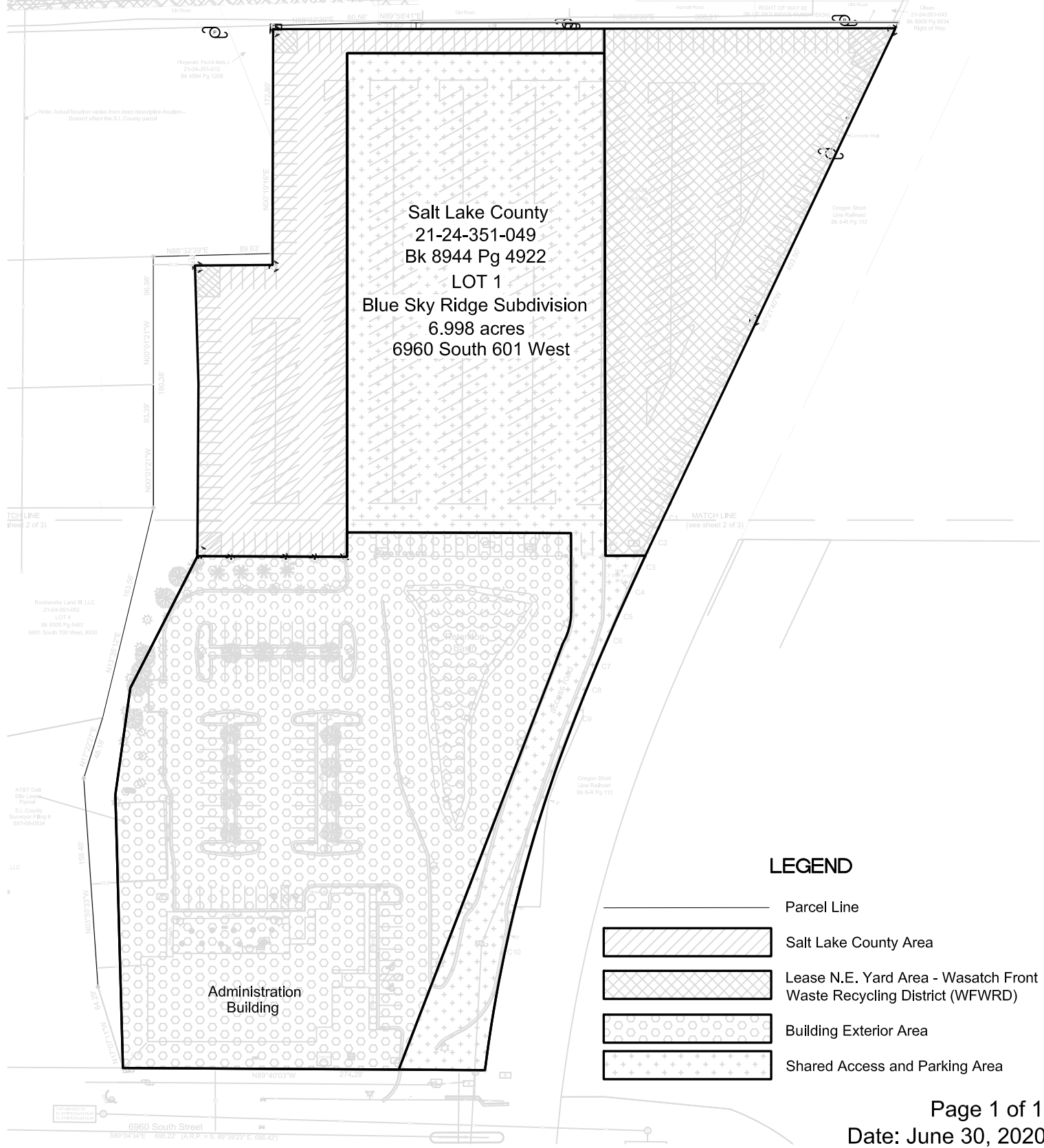
Work Order No. W112119195

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor

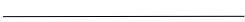


2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

Prepared By: BFM	Date: 05/26/20
Surveyed By: XXX	Date: ??/??/??
Checked By: XXX	Date: ??/??/??

EXHIBIT "B"



LEGEND

-  Parcel Line
-  Salt Lake County Area
-  Lease N.E. Yard Area - Wasatch Front Waste Recycling District (WFRD)
-  Building Exterior Area
-  Shared Access and Parking Area

Page 1 of 1
Date: June 30, 2020



Salt Lake County
Wasatch Front Waste & Recycling

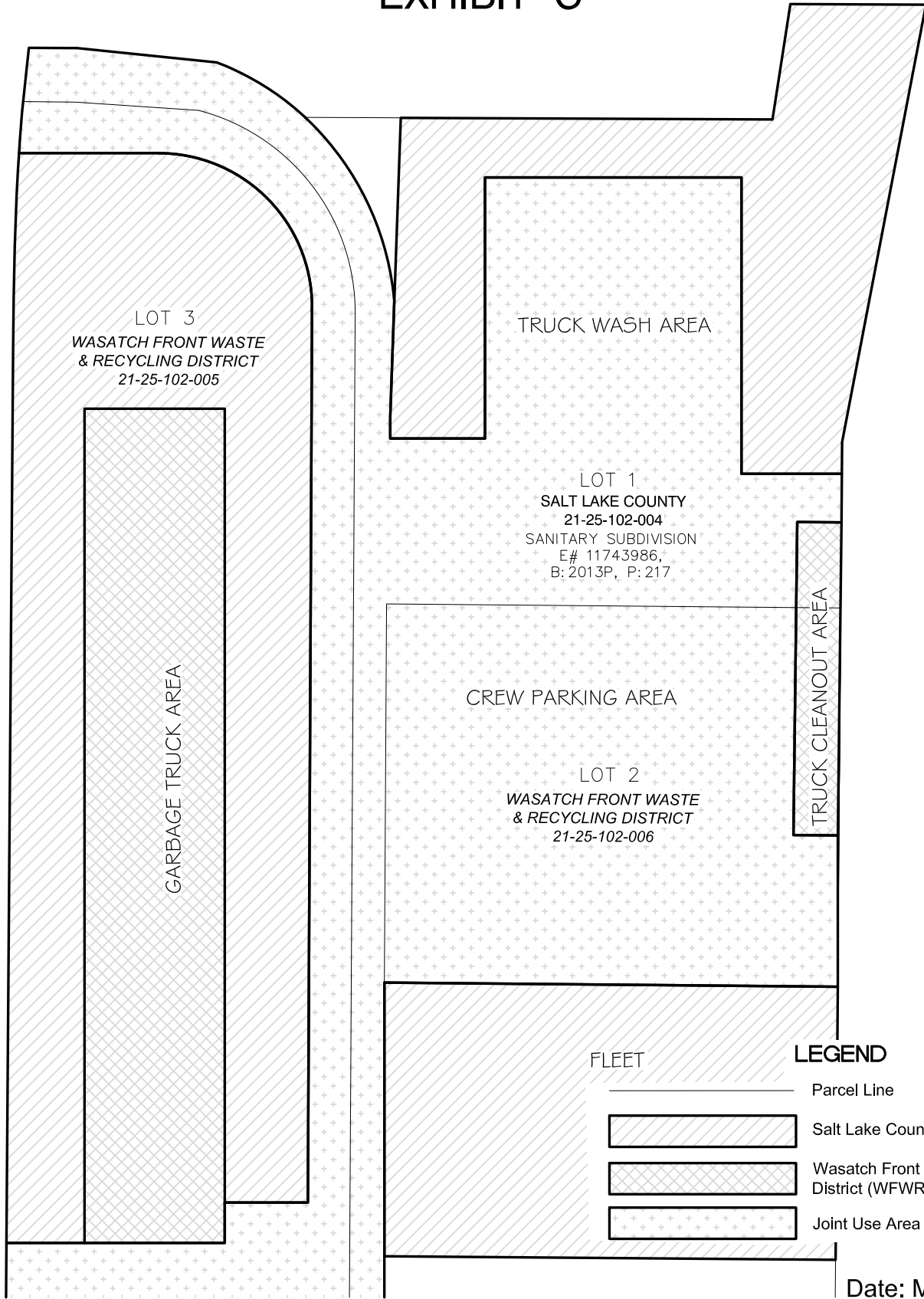
Prepared for:
Salt Lake County Real Estate

Sec. 24, T.2S, R.1W, S.L.B.&M.
Work Order No. W112119195

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

EXHIBIT "C"



Salt Lake County
Wasatch Front Waste & Recycling

Prepared for:
Salt Lake County Real Estate

Sec. 24 & 25, T.2S, R.1W, S.L.B.&M.
Work Order No. W112119195

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

EXHIBIT "C"

FLEET

LOT 3
WASATCH FRONT WASTE
& RECYCLING DISTRICT
21-25-102-005

CREW
ROOM

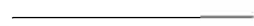



TRUCK BARN

LOT 1
SALT LAKE COUNTY
21-25-102-004

LOT 1
SALT LAKE COUNTY
21-25-102-004
SANITARY SUBDIVISION
E# 11743986,
B: 2013P, P: 217

LOT 1
SALT LAKE COUNTY
21-25-102-004

LEGEND

-  Parcel Line
-  Salt Lake County Area
-  Wasatch Front Waste Recycling District (WFWRD) Area
-  Joint Use Area



Salt Lake County
Wasatch Front Waste & Recycling

Prepared for:
Salt Lake County Real Estate

Sec. 25, T.2S, R.1W, S.L.B.&M.
Work Order No. W112119195

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

Exhibit D

Year	Principal	Interest	Base Rent	Subsidy ²	Final Rent ³
2020					\$277,165.00
2021	199,228	114,886	314,114	TBD	(Base Rent – Subsidy)
2022	205,756	105,164	310,920	TBD	(Base Rent – Subsidy)
2023	212,735	94,300	307,035	TBD	(Base Rent – Subsidy)
2024	220,389	83,067	303,456	TBD	(Base Rent – Subsidy)
2025	227,818	71,431	299,249	TBD	(Base Rent – Subsidy)
2026	235,697	58,172	293,869	TBD	(Base Rent – Subsidy)
2027	245,377	44,454	289,831	TBD	(Base Rent – Subsidy)
2028	185,856	30,173	216,030	TBD	(Base Rent – Subsidy)

4824-2306-9109, v. 1

² Net Allocable Build America Bonds subsidy obtained by the County, if any, for the applicable year (“Subsidy”).

³ Final Rent for each applicable year is calculated by subtracting the allocable Subsidy from the Base Rent.