

RESOLUTION NO. _____, 2022

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND WASATCH FRONT WASTE AND RECYCLING DISTRICT FOR THE LEASE OF REAL PROPERTY AT THE SALT LAKE COUNTY PUBLIC WORKS DEPARTMENT COMPLEX

WITNESSETH

WHEREAS, SALT LAKE COUNTY (“COUNTY”) and WASATCH FRONT WASTE AND RECYCLING DISTRICT (“DISTRICT”) entered into an Interlocal Cooperation Agreement on January 1, 2020 (“Agreement”), which remains in effect as of the date stated above, for the purpose of leasing certain real property, located at the Salt Lake County Public Works Department Complex; 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

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the First Amendment to the Interlocal Cooperation Agreement, attached hereto as Exhibit A and by this reference made part of this Resolution, is hereby approved; and the Mayor is hereby authorized to execute said Amendment.

APPROVED and ADOPTED this ____ day of _____, 2022.

SALT LAKE COUNTY COUNCIL:

By: _____
Laurie Stringham, Chair

Date: _____

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Approved as to form:

Ryan W. Lambert
Deputy District Attorney
Date: 1/18/2022 _____

Council Member Alvod voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member DeBry voting _____
Council Member Granato voting _____
Council Member Snelgrove voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

Exhibit A
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]

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 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.

2. 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.

3. 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

WASATCH FRONT WASTE &
RECYCLING DISTRICT

By: _____
Mayor or Designee

By: _____
Executive Director or Designee

Date: _____

Date: _____

Departmental Approval

By: _____
Division Director

Date: _____

APPROVAL AS TO FORM

By: _____
Salt Lake County District Attorney's Office

By: _____
Counsel for DISTRICT

Date: 1/10/2022

Date: _____