

**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
FOR COUNTY SERVICES**

This FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR COUNTY SERVICES (the “First Amendment”) is made and entered into this ____ day of _____, 2026 (the “Effective Date”) by and between SUMMIT COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as “County,” and SNYDERVILLE BASIN CEMETERY DISTRICT, hereinafter referred to as “District.” The County and District shall be referred together as the “Parties,” or individually as a “Party.”

WITNESSETH

A. The Parties entered into that certain Interlocal Cooperation Agreement for County Services, dated March 5, 2025 (the “Original Agreement”).

B. The Parties desire to amend the Original Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in the Original Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by this reference.

2. Original Agreement; Amendment. Except as expressly set forth in this First Amendment, the Original Agreement shall remain unmodified and in full force and effect, and is hereby affirmed and ratified. In the event of any inconsistency between the terms of the Original Agreement and the terms of this First Amendment, the terms of this First Amendment shall govern and control in all respects. All references to the Original Agreement shall be deemed references to the Original Agreement as amended hereby.

3. Section 1 of the Original Agreement, Scope of Service, is hereby amended to include new paragraph B and all its associated subparagraphs, which are as follows:

B. Administrative Services.

i. The District may submit a request for the County’s Personnel Director to assign a County employee to assist the District with its administrative needs, which may include: the posting of meeting agendas, the posting of meeting minutes, the posting of recorded meetings, running/hosting virtual meeting access for Board members and other participants or attendees, and any other duties agreed upon between the District’s Board Chair and the Personnel Director.

ii. The County shall provide Administrative Services to District at the rate of thirty five dollars per hour (\$35.00/hour).

iii. Administrative Services shall be provided by County employees who are employed by the County on either a full time or part time basis. Such employees shall at all times be deemed employees of the County and not be deemed employees of the District (Utah Code § 11-13-222).

iv. Nothing contained in this paragraph shall preclude the District from employing or contracting with a third party to assist the District with its administrative needs. The District agrees to regularly communicate with the Personnel Director regarding District's ongoing and projected need for County assistance with District's Administrative Services.

Section 3 of the Original Agreement, Consideration, is deleted in form and substance and, shall be replaced with the following language:

3. Consideration.

The District shall pay the County for the Governmental Services which are the subject of this Agreement. The County will quarterly submit an invoice to the District for the total cost of Governmental Services provided under this Agreement. This invoice will be furnished to the District no later than the last day of the month for each quarter (March 31, June 30, September 30, and December 31), and will be for the preceding three (3) month period. The invoice amount is based on hourly rates of three hundred fifty dollars (\$350.00) for Legal Services and thirty five dollars (\$35.00) for Administrative Services. The invoice shall be payable to the Summit County Attorney's Office within thirty (30) days. The foregoing rates shall be adjusted every December based upon the cost adjustments as determined in advance by mutual agreement of the District and the County. A letter will be mailed to the District with the new agreed upon COLA rates every subsequent year.

4. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this First Amendment and shall in no way affect any other condition, covenant, or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

5. Further Action/Amendment. The Parties shall execute and deliver all documents, provide all information, and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this First Amendment.

6. Counterparts. This First Amendment may be executed by electronic or digital means, including signature software applications such as DocuSign and in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. Any Party's facsimile, digital or electronic signature and any emailed copy of a Party's signature shall be deemed a binding signature.

7. Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of Utah.

8. No Third Party Beneficiary Rights. This First Amendment is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a Party hereto.

9. Authority. The individuals who execute this First Amendment represent and warrant that they are duly authorized to execute this instrument on behalf of each Party and that no other signature, act, or authorization is necessary to bind the Parties to this First Amendment.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated by the signatures of the respective Parties.

Signed this ___ day of _____, 2026.

SNYDERVILLE BASIN
CEMETERY DISTRICT

Max Greenhalgh
Chair, Board of Trustees

Reviewed and found to be in proper form and compliance with applicable law:

Ryan P.C. Stack
District Attorney

(Signatures continue on following page)

SUMMIT COUNTY

Shayne Scott
Summit County Manager

Margaret H. Olson
Summit County Attorney

Reviewed and found to be in proper form and compliance with applicable law:

David L. Thomas
Chief Civil Deputy