

First Amendment to Interlocal Cooperation Agreement (Visitor Use Study for Big and Little Cottonwood Canyons)

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (this “*Amendment*”) is made effective 4 October 2021 by and between the **CENTRAL WASATCH COMMISSION**, an interlocal entity of the state of Utah whose address is 41 North Rio Grande Street, Ste. 202, Salt Lake CWC, UT 84101 (“*CWC*”), and **UTAH STATE UNIVERSITY**, an institution of higher education and a body corporate and politic of the state of Utah whose address is c/o Jordan W. Smith, Ph.D., Institute of Outdoor Recreation and Tourism, Utah State University, Logan, UT 84321-5215 (“*University*”). In this Amendment, CWC and University are each a “*Party*” and collectively are “*Parties*.”

RECITALS:

A. Effective 5 April 2021, the Parties entered into an “Interlocal Cooperation Agreement (Visitor Use Study for Big and Little Cottonwood Canyons)” (the “*Agreement*”) whereunder University agreed to conduct a visitor use study for Big and Little Cottonwood Canyons (the “*Use Study*”).

B. The Use Study is divided into two phases: “*Phase 1*,” meaning the Phase 1 Work described or referred to in University’s original proposal (the “*Phase 1 Proposal*”) attached to the Agreement, and “*Phase 2*” meaning all other Work described or referred to in the Proposal. The Agreement provides that the final description of the Phase 2 Work will be specified in a revised or supplemental Proposal (the “*Phase 2 Proposal*”) to be adopted by the Parties through an amendment to the Agreement.

C. University has prepared and submitted for CWC’s approval the Phase 2 Proposal that is attached as an exhibit to this Amendment.

D. CWC has reviewed and approved the Phase 2 Proposal, and the Parties now desire to amend the Agreement as provided in this Amendment in order to formally adopt the revised Proposal.

AGREEMENT:

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

Section 1. **Defined Terms.** Unless otherwise defined in this Amendment, all capitalized “terms of art” in this Amendment shall have the same meanings and definitions as in the Agreement.

Section 2. **Phase 2.** The scope of Work to complete the Use Study is hereby amended and augmented to include the Phase 2 Work that is described on the Phase 2 Proposal attached to this Amendment, the terms and conditions of which are incorporated herein by this reference.

Section 3. **Payment Schedule.** CWC’s payment obligation under the Agreement, as amended by this Amendment, is hereby amended as provided in the Phase 2 Proposal, under which

CWC will pay \$197,366.49 in additional funds for University's full and timely performance and completion of the Phase 2 Work.

Section 4. **Project Schedule.** The schedule for completing the Phase 2 Work shall be as specified in the revised Proposal, with an anticipated outside completion date of 1 December 2022.

Section 5. **No Other Modifications.** Except as specifically amended in this Amendment, the terms of the Agreement shall remain unmodified and in full force and effect between the parties.

DATED effective the date first-above written.

CWC:

ATTEST:

CENTRAL WASATCH COMMISSION

By: _____
Michael J. Peterson, Secretary

By: _____
Christopher F. Robinson, Chair

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

By: *Wm. Shane Topham*
Wm. Shane Topham, CWC Attorney

UNIVERSITY:

ATTEST:

UTAH STATE UNIVERSITY

_____, _____

_____, _____

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

By: _____
_____, University's Attorney

Exhibit to First Amendment to Interlocal Cooperation Agreement

(Attach Phase 2 Proposal)