

FIRST AMENDMENT TO THE LEASE AGREEMENT
BY AND BETWEEN
WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY
AND
WOODBURY COUNTY, STATE OF IOWA

THIS FIRST AMENDMENT to that certain Lease Agreement (hereinafter the “First Amendment”) is entered into on or as of the 20th day of December, 2022, by and between WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY, a body corporate, organized and existing under and by virtue of Iowa Code Section 346.27, and any successor legal authority thereto (“Authority”) and WOODBURY COUNTY, STATE OF IOWA, a political subdivision, organized and existing under and by virtue of the laws and Constitution of the State of Iowa (“County”).

WITNESSETH:

WHEREAS, the County and the Authority have heretofore entered into that certain Lease Agreement dated September 1, 2020 (hereinafter the “Lease”); and

WHEREAS, the County and the Authority now desire to amend the Lease to clarify that after the Commencement Date (as defined in the Lease) the County may place partitions, fixtures, furniture, equipment and make improvements and other non-structural alterations in the interior of the Facility (as defined in the Lease) at its own expense and that the County will own all such partitions, fixtures, furniture, equipment and improvements; and

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Modification. Section 8.3 of the Lease is hereby deleted in its entirety and a new Section 8.3 is inserted in lieu thereof as follows:

“Section 8.3. Alterations and Changes. After the Commencement Date, the County may place partitions, fixtures, furniture, equipment and make improvements and other non-structural alterations in the interior of the Facility at its own expense, provided, however, that prior to commencing any such work, the County shall first obtain the written consent of Authority for the proposed work. Notwithstanding anything herein to the contrary, all such partitions, fixtures, furniture, equipment and improvements shall be owned by the County. Authority may require that said work be done by third-party contractors under Authority’s direction, but at the expense of the County, and Authority may, as a condition to consenting to such work, require that the County give security to ensure that the alterations to the Facility will be completed free and clear of liens and in a manner and with workmanship satisfactory to Authority. Authority’s consent may be further conditioned on the requirement that alterations to the Facility that are, in Authority’s determination, specialized to the use of the County only will be removed and

the Facility restored to its former condition at the termination of this Lease at the County's sole cost and expense.”

2. Definitions. All capitalized words used herein and not specifically defined herein shall have the same definitions as in the Lease.

3. Conflicts. If and to the extent that any of the provisions in this First Amendment conflict with or are otherwise inconsistent with any of the provisions of the Lease, whether or not such inconsistency is expressly noted in this First Amendment, the provisions of this First Amendment shall prevail.

4. No Further Modifications. Except as modified by this First Amendment, all covenants, agreements, terms, and conditions of the Lease shall remain in full force and effect and are hereby in all respects ratified and affirmed.

5. Integration. This First Amendment contains the entire agreement of the parties as it relates to the terms to be amended and supersedes and replaces all prior agreements and understandings with regard to the subject matter of this First Amendment and all such prior agreements and understandings, except the Lease, shall be deemed void and of no force or legal effect unless set forth in this First Amendment.

6. No Oral Amendment or Modification. No amendment or modification of this First Amendment shall be valid or binding, unless in writing and executed by the party to be bound.

7. Counterparts. This First Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “pdf” signature page were an original thereof.

IN WITNESS WHEREOF, Authority and the County have caused this First Amendment to be executed and attested by their duly authorized officers, all as of the date first above written.

[Remainder of page intentionally left blank; signature pages follow]

AUTHORITY:

WOODBURY COUNTY LAW ENFORCEMENT
CENTER AUTHORITY

Ron Wieck
Chairperson

ATTEST:

Dan A Moore
Secretary

STATE OF IOWA)
) SS:
COUNTY OF WOODBURY)

On this 20th day of December, 2022, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ron Wieck and Dan Moore, to me personally known, who being by me duly sworn, did say that they are the Chairperson and Secretary, respectively, of the Woodbury County Law Enforcement Center Authority executing the within and foregoing instrument to which this is attached; that said instrument was signed on behalf of the Woodbury County Law Enforcement Center Authority by authority of its Board of Commissioners; and that the said Chairperson and Secretary, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said Authority, by it and by them voluntarily executed.



Karen James
Notary Public

[Signature Page to the First Amendment to the Lease Agreement - Authority]

COUNTY:

WOODBURY COUNTY, STATE OF IOWA



Chairperson

ATTEST:



Auditor

STATE OF IOWA)
) SS:
COUNTY OF WOODBURY)

On this 20th day of December, 2022, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Keith Radig and Patrick Gill, to me personally known, who being by me duly sworn, did say that they are the Chairperson and County Auditor, respectively, of Woodbury County, State of Iowa executing the within and foregoing instrument to which this is attached; that said instrument was signed on behalf of Woodbury County, State of Iowa by authority of its Board of Supervisors; and that the said Chairperson and Auditor, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by them voluntarily executed.





Notary Public

[Signature Page to the First Amendment to the Lease Agreement - County]

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