

Attachment B

SECOND AMENDMENT OF THE MASTER INTERLOCAL AGREEMENT

BETWEEN

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, SALT LAKE COUNTY, COPPERTON METRO TOWNSHIP, EMIGRATION CANYON METRO TOWNSHIP, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, AND WHITE CITY METRO TOWNSHIP FOR MUNICIPAL, ADMINISTRATIVE, AND OPERATIONAL SERVICES

This Second Amendment of the Master Interlocal Agreement (the "Amendment") is entered into on the date the Amendment is signed by all the Parties, and effective as provided in Section 3 below, between the GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a local district and political subdivision of the state of Utah (the "District"), SALT LAKE COUNTY, a body corporate and politic and a political subdivision of the State of Utah (the "County"), COPPERTON METRO TOWNSHIP, a municipal corporation, EMIGRATION CANYON METRO TOWNSHIP, a municipal corporation, KEARNS METRO TOWNSHIP, a municipal corporation, MAGNA METRO TOWNSHIP, a municipal corporation, and WHITE CITY METRO TOWNSHIP, a municipal corporation. All of these entities collectively shall be referred to hereafter as the "Parties" and individually as a "Party."

RECITALS

- A. On or about January 25, 2018, the Parties entered into the Master Interlocal Agreement for the provision of municipal, administrative, and operational services by the County to unincorporated areas of the County and each of the Metro Townships on behalf of the District (the "Agreement").
- B. The Parties are in the process of amending the Agreement to provide for the District to take over responsibility (from the County) for providing financial services to the District ("First Amendment").
- C. Section 1.2 of the Agreement provides that the provision of services may transition away from the County to the District pursuant to the terms of the Agreement
- D. The Parties desire the planning and development services referenced in the Agreement, which were provided by the County to the District, to transition to and be performed by the District for the County and the Member Metro Townships ("Member Metros").
- E. The transfer of assets related to the planning and development services transition hereunder, and County provision of support services to the District, shall also be governed by agreements that are separate from this Amendment.

THEREFORE, the Parties agree to amend the Agreement as follows:

1. The District hereby assumes responsibility for those services outlined in Attachment “C” attached to the Agreement (as amended hereby) (hereafter “planning and development services”), and the County shall no longer have such responsibility under the Agreement, pursuant to the terms hereof. To effectuate this change, the Agreement is amended as follows:

- a. Strike “planning and development” from the following sections of the Agreement: Recital A and Attachment “E”
- b. Article I, Section 1.1(C). This paragraph is replaced with the following language: “The District agrees to provide planning and development services to its Member Metros and the County, specifically including planning and development staff services. These services shall also include business licensing, building inspection, and code violation enforcement. These services shall be provided throughout the entire District service area, including the Mountainous Planning District. The provision of these services shall include the use of District personnel, equipment, buildings (as applicable), supplies, assets and other District resources.
- c. Add Article I, Section 1.2.1 as follows: “The District shall perform the planning and development services hereunder in a professional, reasonable and responsive manner in compliance with all applicable laws, ordinances and regulations (including but not limited to all applicable environmental and safety regulations) and consistent with the agreement of the applicable Parties, and such other applicable requirements and standards of performance.

“Subject to the foregoing and following paragraph, the exact nature of how planning and development services are to be provided, the discipline of personnel, the maintenance of District assets and any other matters incidental to providing planning and development services shall remain with the District in its sole discretion after consultation with the County and/or the impacted Member Metro(s), as applicable. Subject to paragraphs 5.1 and 5.2 of this Agreement, the applicable Parties further agree to acknowledge in writing prior to the end of each calendar year during the term of this Agreement, which planning and development services will continue to be provided by the District for an additional calendar year and which planning and development services will be discontinued upon expiration of the then current calendar year. In addition, each of the planning and development services covered by this Agreement may be modified or extended with a minimum of ninety (90) days advance notice, provided that the parties reach written agreement on the particulars of the modification, cancellation or extension.

“For land use Applications of Regional Impact (filed by property owners, their agents, or the County) within the unincorporated County, the County reserves the

right, after receiving input from the Planning and Development Director for the District, to direct the District to utilize the County's Office of Regional Development and Transportation ("County's ORDT") and/or a third-party consultant as directed by the County to consult with the District's planning department regarding any such Application of Regional Impact. The cost of the services provided by the County's ORDT and/or such third-party consultant shall be billed to the District and shall be paid by the District to the County's ORDT within sixty (60) days of receipt of said bill. The District agrees to reserve in its annual budget each year an amount equal to \$100,000 to be used to pay such fees for said year; it being understood that if such reserve funds are not expended during any given year, such funds shall not accumulate and shall be available to meet the reserve requirement for the immediately following year. The County may request funds in excess of such \$100,000 from the District through the District's budget process. For purposes of this Agreement, an "Application of Regional Impact" is defined as a land use application (including for ordinance or general plan amendments) that is likely to have regional effects beyond the unincorporated County, and is legislative in nature. Examples of such Applications of Regional Impact include applications that: involve development agreements that are filed under Chapters 19.13 (Mountain Resort Zone) or 19.69 (Planned Community Zone), applications to amend either of those Chapters or Chapter 19.72 (Foothills and Canyons Overlay Zone), applications to amend a general plan that governs the unincorporated canyons within the Central Wasatch, and/or applications that involve a transportation or utility network that crosses the boundaries of the unincorporated County.

The District agrees that it shall provide community engagement services to the community councils in the unincorporated areas during the term of this Agreement. Such services shall include management of the community council budget process and record keeping, as well as regular attendance at monthly community council meetings and association of community council meetings, with reports of such meetings to be provided to the District board and the County. The cost of such services shall be included in the District annual budget.

- d. Add Article I, Section 1.3.1 as follows: "As provided herein, the provision of planning and development services hereunder shall include the use of all District equipment, buildings (as applicable), supplies, assets (including vehicles), and other resources ("planning and development assets") necessary to provide planning and development services. The District shall at all times retain management authority and control over its planning and development assets. The responsibility to insure, maintain, and repair said planning and development assets shall at all times remain obligations solely of the District."
- e. Add Article I, Section 1.4.1 as follows: "With respect to planning and development services, the relationship of the District, and of any District employee, with the County or Member Metros under this Agreement shall be that of an independent contractor. The District has the entire responsibility to

discharge all of the obligations of an independent contractor under federal, state, and local laws, including, but not limited to, those obligations relating to employee supervision, benefits and wages, taxes, unemployment compensation and insurance, social security, worker's compensation, and disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions, and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between the District or its employees and the County or any of the Member Metros of employer and employee, partners, or parties to a joint venture. Should the County or Member Metros have any criticism, concern, or recommendation regarding any District employee, specifically or generally, the County or Member Metros may raise it directly with the District General Manager. The District shall diligently and appropriately address an issue raised by the County or Member Metro and report back to the County or Member Metro, as appropriate.

"In performing the planning and development services, the District shall furnish and supply all necessary labor, supervision, equipment communication facilities, uniforms, badges, and other items necessary and incident to the provision of planning and development services in compliance with the requirements of the law, including the Americans with Disabilities Act, and all rules and regulations adopted or promulgated in furtherance thereof, as understood by the District. As provided herein, the planning and development services shall be provided and supervised by District employees."

- f. Article I, Section 1.5 is hereby deleted and replaced with a new Article I, Section 1.5 as follows:

"A. REPORTS. The District, with respect to planning and development services, and the County with respect to all other Services to be provided by the County hereunder, shall provide financial, operational, or other information reasonably requested by any of the Parties.

B. COMPLAINTS AND EXCEPTIONAL BEHAVIOR. All complaints regarding planning and development services shall be referred to the District, and all complaints regarding other Services to be provided by the County hereunder shall be referred to the County. The District shall be responsible for resolution of planning and development services complaints in consultation with the County and Member Metro, and the County shall be responsible for resolution of complaints related to all other Services to be provided by the County hereunder, as appropriate. On a regular basis, the District shall provide to the County and Member Metros copies of any written complaint(s) received regarding the applicable Party's planning and development services, and the County shall provide to the District and Member Metros the same related to other Services. The District and County need not provide such information if either as applicable reasonably deems such notice to be a violation of any merit provision or any

applicable privacy law, or that such notice would jeopardize any ongoing investigation or the safety of any person. Notwithstanding, the District or County as applicable may share this information with any of the Parties upon request if appropriate restrictions are put into place, such as redacted complaints and related information, with private, controlled or protected information deleted. Further, the District shall provide to the County or the applicable Member Metro copies of any written documents demonstrating commendable behavior regarding the provision of the applicable Party's planning and development services, and County shall provide the same for all other Services. These documents may be used to help measure the performance of the District or County as applicable in fulfilling its obligations under this Agreement.

C. SERVICE EMERGENCIES. All service complaints or requests, including those of an emergency nature, shall be resolved by the division or department of the County or District, as applicable, who is providing the service in accordance with standards employed by a modern, well equipped division or department."

D. ADDITIONAL DISCLOSURE AND POLICY DEVELOPMENT. From time to time, the County or District as applicable, upon reasonable request of any of the Parties, shall provide controlled or protected information under the provisions of the Government Records Access and Management Act. The Parties agree to jointly develop and implement a policy for communicating and safeguarding such information."

- g. Add Article I, Section 1.6.1 as follows: "District agrees to cooperate, communicate and work closely with the County and each Member Metro to ensure the timely performance of planning and development services, including follow up with all Parties as the need may require or as requested."
- h. Amend Article II, Section 2.1 as follows: "Subject to available funding and resources and Section 1.2.1 hereof, the Parties acknowledge and agree that, after considering input from District Members (including the County), the District shall retain final decision-making authority with regard to the type, scope, priority and quality of the Municipal Services provided under this Agreement, provided, however, that, except as provided in subsection 2.1.1, the District will pay to the County not less than the minimum amount required for the budgeted level of service consistent with each of the Attachments to this Agreement other than Attachment C."
- i. Add Article II, Section 2.1.1 as follows: "With respect to planning and development services, the District will provide to the County and each Member Metro not less than the minimum services required consistent with Attachment "C" to this Agreement."
- j. Add Article II, Section 2.3.1 as follows: "Subject to available funding, the minimum contract amount to be used by the District for planning and

development services, as set forth in the District budget, which, under generally acceptable fiscal practices, will necessarily include a fund balance, is based on actual District costs to purchase, own, operate and maintain the equipment and materials and to employ the personnel necessary to provide the budgeted level of planning and development services. The District agrees to use the budgeted contract amount identified by the District Budget to cover these base costs plus income attributable to planning and development services received by the District, its Members, and the County. Actual costs for planning and development services will be tracked by the District monthly.

“The Parties agree to cooperate with each other to bring planning and development services costs in line with estimated budgeted amounts. Subject to the terms of this Agreement, the District shall cover the actual full costs of the planning and development services work performed, including labor, equipment, and materials, as outlined in this Agreement.”

- k. Add Article II, Section 2.4.1 as follows: “The County may modify (increase or decrease) the level of planning and development services, or accelerate the timing of any component of the same if the County provides at least ninety (90) days prior written notice to the District of such change and, in the event of an increase, the District approves such change or modification and a modified rate schedule. The District shall use its best efforts to provide any increase in planning and development services requested by the County. The amount due for such increase or decrease shall be agreed to by the District and County in good faith and shall accrue as of the date the modified planning and development services become effective and shall be paid as provided in Article IV below.
- l. Add Article III, Section 3.1.1 as follows: “To facilitate the provision of planning and development services, and recognizing the District’s reliance on applicable local laws and regulations in the performance of those services, each Member Metro and the County agrees to provide District representatives with copies of current resolutions, ordinances, rules and regulations that pertain to said Party’s respective planning and development services as well as provide timely amendments and updates to resolutions, ordinances, rules and regulations. The County and each Member Metro shall retain its respective policy decision-making power and authority with regard to enacting municipal ordinances, land use regulations, decisions or actions and other police powers, as provided pursuant to law.”
- m. Add Article III, Section 3.2.1 as follows: “The County and each Member Metro agrees that the District shall be responsible for funding all costs associated with planning and development services from the funds received under Article IV.

“The District agrees that the District's annual budget shall include a line item in the District’s unincorporated fund for the County’s administration costs related to the unincorporated areas in an amount commensurate with the amounts allocated

to each Member Metro for its administration costs, to be determined by the District as part of its budget after receiving budget requests for the same from the County and the Member Metros; it being understood that the foregoing is intended (in part) to compensate the County for the loss of overhead on account of the transition of planning and development and other services.

“Member Metros and the County will provide timely input to the District’s General Manager, not less than annually and more often as appropriate, regarding the District’s budget to address the type, scope and priority of planning and development services anticipated to meet the reasonable planning and development service needs of the County and each Member Metro (as applicable).

“The Parties agree to cooperate with each other to bring costs in line with estimated budgeted amounts. Subject to the terms of this Agreement, the District shall fund the total actual costs of the work performed, including labor, equipment, materials, and other costs for planning and development services, as outlined in this Agreement.”

- n. Add Article IV, Section 4.5.1 as follows: “The District shall collect, on behalf of the County and Member Metros, all fees and charges established by each Member Metro or by the County for planning and development services performed by the District. The District shall retain all such fees and charges to fund planning and development services to the County and Member Metros (as applicable). To the extent necessary, the County and Member Metros authorize the District to pursue the efficient collection and enforcement of all fees, assessments, and fines within the District service area for planning and development services. The County and Member Metros shall maintain in effect valid fee ordinances for planning and development services. When necessary, each of the County and Member Metros shall pass a resolution delegating authority to the District to collect such fees. Copies of these resolutions shall be maintained by the District and shall be made available to any person upon request.”
- o. Add Article IV, Section 4.6.1 as follows: “Any and all grants, donations, and contributions applicable to planning and development services for use in the District service area shall be collected and accounted for by the District to fund the provision of the applicable planning and development services.”
- p. Add Article IV, Section 4.7.1 as follows: “Subject to all limitations herein, the District shall fund the cost of planning and development services as reasonably determined by the District and as set forth in the annual District budget and subsequent amendments to that budget, as approved by the District Board. The District shall fund the cost of the work performed for the County and Member Metros, including labor, equipment, materials, and indirect costs, if any, as outlined in the approved budget and provided herein.

“The Parties recognize, understand and agree that planning and development services to be provided by the District to the County and Member Metros pursuant to this Agreement are not to be a “profit center” for the District but, rather, are intended to cover the District’s reasonable actual costs incurred in providing planning and development services. The Parties further recognize, understand and agree that the District’s annual budget must be balanced as required by the Utah Code, particularly Section 17B-1-606(3).”

- q. Add Article IV, Section 4.9.1 as follows: “The process for determining full cost for planning and development services shall be as follows: The District will budget for planning and development services, recognizing that County and Member Metro needs will fluctuate from year to year. During the year, the District will maintain accurate records of planning and development services provided.”
- r. Add Article VII, Section 7.1.1 as follows: “The District shall be responsible for insuring all of its employees, assets, and activities including, but not limited to, comprehensive all risk insurance, commercial general liability insurance, worker’s compensation insurance, motor vehicle liability coverage for owned and non-owned vehicles, and umbrella liability insurance, for the benefit of the District, County, and Member Metros in such amounts as may be prudent or legally required to protect against any and every risk, loss, cost, damage and/or liability respecting the provision of planning and development services, the District’s employees and/or the District’s assets, including, without limitation, the assets described in the County and District’s Agreement for Transfer of Assets in Conjunction with Transition of Planning and Development Services executed concurrently herewith.”
- s. Add Article VII, Section 8.2.1 as follows: “Claims, disputes, and other issues between any of the Parties arising out of or related to planning and development services which cannot otherwise be resolved by the applicable Parties shall be first submitted to mediation as mutually agreed by the applicable Parties. Each applicable Party shall be responsible to pay a proportionate share of the costs of the Mediator. In the event mediation is unsuccessful, the claim or dispute may be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless the provision of planning and development services is otherwise terminated pursuant to the provisions hereof or as otherwise agreed to by the applicable Parties in writing, during litigation of any such dispute the District shall continue to provide planning and development services in accordance with the terms of this Agreement. The County and Member Metros shall continue to perform their commitments under this Agreement.”
- t. Amend Article IX, Section 9.1(D) as follows: “The District may be funded by Sales Tax Revenues, by class B and C roads account revenues, by cable franchise fees, by grants and by fines, fees, charges, levies, property taxes, or other available funds. Such funds will be the District’s source of funds to make

payments to the County or provide planning and development services required by this Agreement and, in the event and to the extent such funds are not timely provided to the District, the District's obligations to make payment to the County or provide planning and development services hereunder shall be proportionately abated until such time as the required funding is provided to the District. The District shall be responsible for formulating and approving its annual budget and the County shall be responsible for formulating and approving its annual budget and, in particular, the annual budget of each County division and department that will or may provide any Service to the District as provided in this Agreement.

u. Amend Attachment "C" as follows:

The "Building Permits," "Business Licensing," "Building Inspection," and "Code Enforcement" paragraphs are retained in their entirety.

The "Planning and Zoning" paragraph is replaced with the following language: "Provide the resources to create general plans for Member Metros and the County for the purpose of ensuring that future development is consistent with best practices. Assist the public and the County's Office of Regional Development in selecting the most efficient path to achieve the desired building permit for any project. Provide staffing support for all planning commissions within the District's service area (including the Mountainous Planning District Planning Commission) to make the public review portion of the permitting process as efficient as possible. Issue business licenses and building permits in accordance with state, county and local regulations. Provide any other assistance that is reasonably related to the County or any of the Member Metros' respective planning and zoning responsibilities. There is an emphasis on applying regulations to achieve the highest level of public safety reasonably possible. District will provide any other assistance requested by the County and/or any Member Metro relating to their respective planning and development."

The "Budget" paragraph is replaced with the following language: "Subject to available funding, the District shall fund the actual cost of planning and development services as set forth in the annual District budget and subsequent amendments to that budget, as approved by the District Board. Please see approved and adopted District Budget."

The "Overhead" paragraph is hereby deleted.

2. All other provisions of the Agreement as amended by the First Amendment shall remain in full force and effect.
3. As required by the Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code (the "Interlocal Act"), this Amendment shall be effective upon the last to occur of the following:

- a. This Amendment shall be approved by the governing body of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- b. This Amendment shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- c. A duly executed counterpart of this Amendment shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act.

IN WITNESS WHEREOF, the Parties execute this Amendment the day and year recited above.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

APPROVED AS TO FORM

Attorney representing Salt Lake County

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

By: _____
Chair

Date: _____

APPROVED AS TO FORM

Attorney representing Greater Salt Lake Municipal Services District

COPPERTON METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Copperton Metro Township

EMIGRATION CANYON METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Emigration Canyon Metro Township

APPROVED AS TO FORM

KEARNS METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing White City Metro
Township

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Attorney representing Kearns Metro
Township

MAGNA METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Magna Metro
Township

WHITE CITY METRO TOWNSHIP

By: _____
Mayor

Date: _____

