

**GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT
RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT
BETWEEN THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT AND
SALT LAKE COUNTY
FOR GEOGRAPHIC INFORMATION SYSTEMS DATA SHARING
RESOLUTION 2020-03-01**

WHEREAS, the Board of Trustees of the Greater Salt Lake Municipal Services District (the "District") and Salt Lake County (the "County") are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the Interlocal Act") and, as such, are authorized by the Interlocal Act to enter into a contract to act jointly and cooperatively on the basis of mutual advantage in order to share geographic information systems data;

WHEREAS, the District and the County now desire to enter into the Interlocal Agreement for Geographic Information Systems Data Sharing which is attached hereto as **ATTACHMENT A** (the "Agreement"); and

WHEREAS, the Board of Trustees of the District believes that the arrangement under the Agreement will contribute to the prosperity, welfare, peace and comfort of residents in the District's service area within Salt Lake County.

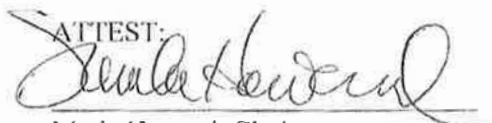
NOW, THEREFORE, be it resolved as follows:

1. That the Agreement between the Greater Salt Lake Municipal Services District and Salt Lake County is approved, in substantially the form attached hereto as **ATTACHMENT A**, and the Chairman of the Greater Salt Lake Municipal Services District or his designee is authorized to execute and deliver the same.

2. That the Agreement will become effective as stated in the Agreement.

Passed and approved by the Board of Trustees of the Greater Salt Lake Municipal Services District on the 11th day of March, 2020.


Joe Smolka, Chair

ATTEST:

Marla Howard, Clerk

INTERLOCAL AGREEMENT
BETWEEN
GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT
AND SALT LAKE COUNTY
FOR GEOGRAPHIC INFORMATION SYSTEMS
DATA SHARING

THIS AGREEMENT (the “Agreement”) is made and entered into by and between THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a local district and political subdivision of the state of Utah (“District”), and SALT LAKE COUNTY, a body corporate and politic and a political subdivision of the state of Utah (“County”). The District and County are sometimes referred to in this Agreement as the “Parties.”

RECITALS

- A. On September 15, 2015, the County created the District by resolution setting forth boundaries as a municipal services district pursuant to the MUNICIPAL SERVICES DISTRICT ACT, UTAH CODE ANN. § 17B-2a-1101 *et seq.* (the “Act”). The District is authorized to exercise all rights, powers, duties, and responsibilities of a municipal services district as provided by law. The District was created to provide specified municipal services to unincorporated areas of the County and to those metro townships, cities, and towns that might choose to be part of the District or to contract with the District for the provision of services.
- B. Pursuant to the Interlocal Cooperation Act, UTAH CODE ANN. § 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), the County and the District are authorized to enter into this Agreement.

- C. The County and the District collect and maintain certain Geographic Information System (“GIS”) layers and data (“Records”) necessary to carry out their statutory and contractual functions.
- D. Access to the County’s GIS Records would assist the District in the performance of its duties.
- E. Access to the District’s GIS Records would assist the County in the performance of its duties.
- F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the Records provided by the Parties under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents served by the District.

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

AGREEMENT

1. County GIS Records.
 - a. The District may have read-only access to County-owned GIS Records.
 - b. The District may request access to data that is not publicly available to the County's GIS Steering committee.
 - c. The Salt Lake County GIS Steering Committee or designee will develop a mutually agreed upon process to share data that is not publicly available with the District.

- d. The Steering Committee will grant access to County-owned GIS Records unless providing access to such records would cause the County to be in breach of any law or contractual obligation.
- e. County-owned GIS Records will be provided as-is. The County does not warrant the accuracy of its Records nor the fitness of the Records for the District's purposes.
- f. The District is responsible to check the accuracy and fitness of the Records and will indemnify and hold harmless the County, including, without limitation, its elected and appointed officers, and employees, from and against demands, liabilities, claims, damages, actions, and/or proceedings in law or equity, including reasonable attorney's fees and costs of suit, for any claims or damages that may result from the District's use of the County-owned GIS Records.
- g. Salt Lake County's Division of Information Technology will arrange for the District's read-only access to those County-owned GIS Records reasonably necessary to perform the services it provides.

2. District GIS Records

- a. The County may have access to publicly available read-only access to District-owned GIS Records.
- b. The County may request access to data that is not publicly available to the MSD.
- c. The MSD General Manager or designee will develop a mutually agreed upon process to share data that is not publicly available with the County.

- d. The District will grant access to District-owned GIS Records unless providing access to such records would cause the District to be in breach of any law or contractual obligation.
- e. The District-owned GIS Records will be provided as-is. The District does not warrant the accuracy of its District-owned GIS Records nor the fitness of the Records for the County's purposes.
- f. The County is responsible to check the accuracy and fitness of the District-owned GIS Records and will indemnify and hold harmless the District, including, without limitation, its elected and appointed officers, and employees, from and against demands, liabilities, claims, damages, actions, and/or proceedings in law or equity, including reasonable attorney's fees and costs of suit, for any claims or damages that may result from the County's use of the Records.

3. Confidentiality.

- a. The Parties shall only share access to Records which are the subject of this Agreement with the each other as reasonably necessary to perform the services the Parties provide and as allowed by the Utah Government Records Access and Management Act (GRAMA) or the Health Insurance Portability and Accountability Act (HIPAA). All such Records shall be shared pursuant to the provisions of GRAMA or HIPAA, as applicable.
- b. Each Party shall hold all Records provided to it by the other Party in strict confidence and shall not use Records provided by the other Party for any purpose other than to allow the accessing Party to provide their statutory and contractual

obligations. Each Party agrees to not use any Records provided to it under this Agreement for commercial gain.

- c. If a Party provides access to Records that include any private personal data such as individual home address, home telephone number, personal cellular telephone number, signature, social security number, birth date, personal e-mail address, driver's license number, passport number, or any financial identification numbers, the accessing Party agrees to maintain the confidentiality of the private information.
- d. Neither Party shall disclose or provide access to the Records provided it under this Agreement to any third party without prior written consent of the other Party. The Parties shall protect each other's Records with the same degree of care required by the County and the District as government agencies maintaining confidential, private and protected information.
- e. The accessing Party shall promptly notify the providing Party of any misuse or misappropriation of the providing Party's Records or of any request or lawful demand for the providing Party's Records and shall cooperate with the providing Party if the providing Party chooses to resist such a request or demand.
- f. Subject to Section 8 below, each Party acknowledges that, when in the position of accessing Party, it may be legally liable for any breach of the duty of confidentiality and legally obligated to indemnify the providing Party from any and all losses, damages, or any other claims of any sort arising from a breach by the accessing Party, its employees, agents or subcontractors.

4. Data Breach. Each Party shall maintain reasonable safeguards to protect the Records

received under this Agreement from unauthorized access. Both Parties shall comply fully with all County information technology security policies. In the event of an unauthorized data breach of Records received under the Agreement, the accessing Party shall promptly notify the providing Party by telephone and writing and shall cooperate with the providing Party and law enforcement to investigate and resolve the data breach. As part of the resolution, the accessing Party will notify individuals whose information has been compromised and shall otherwise be liable for the cost of responding to and remedying any data breach and for any damages resulting from the data breach.

5. County Standards for GIS. The District will comply fully with Countywide Policy 1013. The District will hold the County harmless from any loss or damage resulting from the violation of such policy by the District, its officers, agents, employees, and subcontractors.
6. Effective Date and Term.
 - a. This Agreement shall be effective upon the last of the following events to occur:
 - (i) approval of the Agreement as provided in the UTAH CODE ANN. § 11-13-202.5(1) and (2), (ii) delivery of the Agreement to an attorney representing each Party for review as to proper form and compliance with applicable law, and (iii) the filing of the signed Agreement with the keeper of records of each of the Parties.
 - b. The initial term of this Agreement shall terminate on December 31, 2020.
 - c. Thereafter, this Agreement will automatically renew for one (1) year terms until terminated by either Party. References to the “term” of this Agreement shall include all renewal periods.

- d. The total duration (term) of this Agreement may not exceed 50 years.
7. Termination. Pursuant to UTAH CODE ANN. § 11-13-206(a), the Parties agree this Agreement may be terminated (with or without cause) by either party upon at least ninety (90) days prior written notice to the other Party.
8. Written Notices. For purposes of communicating and maintaining ongoing contract management, written notices will be delivered, mailed or sent by email to each designated Party identified below to the address or email on file with the District. Each Party shall be responsible to maintain updated addresses and emails.

DISTRICT: Greater Salt Lake Municipal Services District
District General Manager
2001 South State Street, N3 600
Salt Lake City, UT 84190
E-mail: bbarker@msd.utah.gov

With a copy to Counsel for the District
Fabian VanCott
Mark H. Anderson
Rachel S. Anderson
215 South State Street, Suite 1200
Salt Lake City, UT 84111
E-mail: mhanderson@fabianvancott.com
E-mail: randerson@fabianvancott.com

COUNTY: Salt Lake County – Information Technology
Attn: Chief Information Officer
2001 S State Street S3-600
Salt Lake City, UT 84190
E-mail: ZPosner@slco.org

With a copy to Salt Lake County District Attorney
Attn: Chief Deputy District Attorney
2001 South State Street, S3500
Salt Lake City, UT 84190
E-mail: rhamness@slco.org

A written notice shall be effective immediately upon personal or e-mail delivery as noted above or on the third business day after deposit in the United States mail, first class postage pre-paid, addressed as stated above. From time-to-time, either Party may change its notice address by so notifying the other Party as provided above.

9. Liability. The District and the County are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. § 63G-7-101, *et seq.* the (“Governmental Immunity Act”). Consistent with the terms of the Governmental Immunity Act, as provided therein, it is mutually agreed that unless otherwise specified in the Agreement, each Party is responsible for its own wrongful or negligent acts which are committed by its agents, officials, or employees. No Party waives any defense otherwise available under the Governmental Immunity Act nor does any Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and hold harmless a Party within thirty (30) days of receiving the notice of claim. Each Party also agrees to notify every other Party of any summons and/or complaint served upon the said Party, if a Party may have an obligation to defend, indemnify, and hold harmless the first Party, at least ten (10) days before an answer or other response to the summons and/or complaint may be due.
10. Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Parties agree as follows:
 - a. The Parties do not, nor intend to, create an interlocal entity by entering into this Agreement.

- b. Each Party has submitted this Agreement to an attorney authorized to represent the said Party for review as to proper form and compliance with applicable law.
- c. The duration of this Agreement is as set forth in Sections 5 and 6 above.
- d. The District is funded by the County transferring unincorporated area sales tax revenues and the Members transferring their respective incorporated area sales tax revenues to the District, which are the primary sources of funds for the District to make payments to the County as required by this Agreement. In the event and to the extent such funds are not timely provided to the District by the County, the District's obligations to make payments to the County hereunder shall be proportionately abated until such time as the required funding is provided by the County.
- e. 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.
- f. Each Party will acquire, hold, and dispose of its own real and personal property and there will be no jointly owned property upon the partial or complete termination of this Agreement, including the termination of any Service to be provided hereunder.
- g. To the extent necessary to administer the cooperative undertaking set forth in this Agreement, the General Manager of the District shall have the full

authority and responsibility to administer the cooperative undertaking on behalf of the District, and any representative designated by the Mayor of the County shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the County. Although it is not anticipated that voting will be required, to the extent that voting is required, voting shall be made on the basis of one vote per Party, and not weighted.

- h. Since this Agreement cannot take effect under the Interlocal Cooperation Act until it is approved, signed, and filed with the keeper of records of each of the Parties, each Party agrees, immediately upon approval and execution of this Agreement, to file the signed Agreement with the keeper of records of the said Party.
- i. Notwithstanding anything herein to the contrary, in the event that this Agreement does not satisfy any requirement of the Interlocal Cooperation Act, which failure would cause this Agreement to fail to be effective under the Interlocal Cooperation Act, this Agreement shall nevertheless be fully binding upon and enforceable by the Parties pursuant to law outside of the application of the Interlocal Cooperation Act.

11. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
12. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

13. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
14. Recitals. The recitals are an integral part of this Agreement and are included as part of this Agreement.
15. Amendment. The Parties may amend this Agreement by a writing signed by the Parties as provided in the Interlocal Cooperation Act. The amendment shall not be effective if it is not in writing or if it is not signed by all the Parties.
16. No Agency. Agents, employees or representatives of each party shall not be deemed to be agents, employees or representatives of the other.
17. Rights and Remedies. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other right or remedy.
18. Filing. Promptly upon its mutual execution and delivery, copies of this Agreement shall be filed with the keeper of records of each of the Parties.
19. Claims and Disputes.

- a. CLAIMS AND DISPUTES. In the event of a claim or dispute between the Parties regarding the Service, the Parties agree (without limiting any and all other legal and equitable remedies) that a representative of the District will meet as soon as practical with a representative of the County to discuss and attempt to resolve such dispute.
 - b. MEDIATION. Claims, disputes, and other issues between the Parties arising out of or related to this Agreement which cannot otherwise be resolved by the Parties shall be first submitted to mediation as mutually agreed. Each 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 any or all of the Records which are the subject of this Agreement is otherwise terminated pursuant to the provisions hereof or as otherwise agreed to by the Parties in writing, during litigation of any such dispute the County shall continue to provide Records.
 - c. RIGHTS AND REMEDIES. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the rights or remedies provided in this Agreement shall not preclude the exercise of any other right or remedy.
20. Titles and Captions. All section or subsection titles or captions in this Agreement are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof

21. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.
22. Time. Time is of the essence.
23. Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.
24. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
25. Litigation Expenses. If any action, suit or proceeding is brought by either Party with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.
26. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature delivered electronically shall be deemed an original.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2020

ADMINISTRATIVE APPROVAL

By _____
Reid Demman
County Surveyor

Dated: _____, 2020

Approved as to Form and Legality:


SALT LAKE COUNTY DISTRICT ATTORNEY

By *Dianne R. Orcutt*
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE DISTRICT

GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT

By 

Name: Joe Simolka

Title: Chair

Dated: 3/11/20, 2019

Approved as to Form and Legality:

ATTORNEY FOR THE DISTRICT

By 

Name: Rachel S. Anderson

Dated: 3-11-20, ~~2019~~

