

SALT LAKE COUNTY, UTAH

RESOLUTION NO. _____, 2024

**A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY
APPROVING AND AUTHORIZING EXECUTION OF THE FOLLOWING
INTERLOCAL COOPERATION AGREEMENTS BETWEEN SALT LAKE COUNTY
AND THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT
("DISTRICT"): FOURTH AMENDED MASTER AGREEMENT RE: PUBLIC WORKS
ENGINEERING SERVICES; TRANSFER OF ASSETS IN CONJUNCTION WITH
TRANSITION OF PUBLIC WORKS ENGINEERING SERVICES TO MSD;
RESOLUTION APPROVING SEPARATION PAYMENTS TO COUNTY EMPLOYEES
MOVING TO THE DISTRICT.**

RECITALS

Salt Lake County (the "County"), and the Greater Salt Lake Municipal Services District (the "District") are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. Sections 11-13-101 *et seq.* (the "Interlocal Act"), and, as such, are authorized by the Interlocal Act to enter agreements to act jointly and cooperatively on the basis of mutual advantage in order to provide services in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

- A. The County and District (together with various cities and towns that are members of the District) now desire to enter into the Fourth Amended Master Interlocal Agreement attached hereto as **ATTACHMENT A** to accomplish the transition of public works engineering services from the County to the District.
- B. The County and District desire to enter into the Agreement for Transfer of Assets in Conjunction with Transition of Public Works Engineering Services attached hereto as

ATTACHMENT B to transfer public works engineering services assets from the County to the District.

- C. In accordance with Salt Lake County Human Resources Policy 2-900(O), the County desires to make certain payments to County employees moving to the District as part of the transition of public works engineering services, recognizing the loss of potential future benefits those employees would have had they remained at the County through retirement. The District desires to reimburse the County for these separation payments to its new employees. Attached as **ATTACHMENT C** is a summary of these payments.
- D. The County Council believes that these separation payments and above-referenced Interlocal Agreements will contribute to the prosperity, welfare, peace and comfort of residents in the District service area within Salt Lake County.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, BY the Salt Lake County Council:

1. That the Interlocal Agreements between Salt Lake County and the Greater Salt Lake Municipal Services District are approved, in substantially the form attached hereto as **ATTACHMENTS A and B** and that the Salt Lake County Mayor or her designee is authorized to execute the same.
2. That the separation payments outlined in **ATTACHMENT C** are hereby approved.
3. That the Interlocal Agreements will become effective as stated in each of those Agreements, and that the separation payments will be effective upon payment to the applicable employees.

APPROVED and ADOPTED in Salt Lake City, Salt Lake County, Utah this ____ day
of _____, 2024.

SALT LAKE COUNTY COUNCIL

By: _____
Council Chair

Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Theodore voting _____
Council Member Alvord voting _____
Council Member Harrison voting _____
Council Member Granato voting _____
Council Member Stringham voting _____
Council Member Stewart voting _____
Council Member Winder Newton voting _____



ATTEST:

LANNIE CHAPMAN,
Salt Lake County Clerk

ATTACHMENT 1

FOURTH AMENDMENT OF THE MASTER INTERLOCAL AGREEMENT

BETWEEN

**GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, SALT LAKE COUNTY,
TOWN OF COPPERTON, EMIGRATION CANYON, CITY OF KEARNS, MAGNA
CITY, TOWN OF BRIGHTON, AND WHITE CITY FOR MUNICIPAL,
ADMINISTRATIVE, AND OPERATIONAL SERVICES**

This Fourth Amendment of the Master Interlocal Agreement (the “Amendment”) is entered into on the date the Amendment is signed by all the Parties, and is effective as provided in Section 3 below, between and among 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”), TOWN OF COPPERTON, a municipal corporation, EMIGRATION CANYON, a municipal corporation, CITY OF KEARNS, a municipal corporation, MAGNA CITY, a municipal corporation, TOWN OF BRIGHTON, a municipal corporation, and WHITE CITY, 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 District, the County, and the prior Metro Townships of Copperton, Emigration Canyon, Kearns, Magna, and White City entered into a 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 (as previously amended, the “Agreement”).
- B. Subsequent to the Agreement, the Town of Brighton incorporated and the Metro Townships became cities and a town (together hereafter “Municipal Member(s)”). The Municipal Members and the County (respecting unincorporated areas) may be referred to as the “District Members”.
- C. The Town of Brighton desires to be admitted as a Party to the Agreement, as amended, on an equal footing with the other Municipal Members, and the original Parties to the Agreement are willing to add the Town of Brighton as a Party to the Agreement.
- D. 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.

- E. The Parties desire the Public Works Engineering 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 District Members. However, the Parties acknowledge that the County will continue to provide public works operations services to the District and the County will remain responsible for providing and funding the administrative duties associated with the UPDES Media Campaign Agreement (as hereinafter defined).
- F. The transfer of assets related to the Public Works Engineering Services transition hereunder, and County provision of support services to the District, may 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 the Public Works Engineering Services (as hereinafter defined), and the County shall no longer have responsibility to perform said services under the Agreement, pursuant to the terms hereof. To effectuate this change, the Agreement is amended as follows:
 - a. Recital A. The final sentence of this paragraph is replaced with the following language: “These services include (1) road and street construction and maintenance and engineering; (2) animal control; (3) planning and development; and (4) municipal parks maintenance; along with related administrative services and Capital Projects (collectively “Municipal Services”).
 - b. Article I, Section 1.1(A). This paragraph is replaced with the following language: “The County agrees to provide road and street construction and maintenance services (the “Road and Street Construction and Maintenance Services”) (as more fully delineated in Attachment “A” to the District for the benefit of its Members, including, but not limited to, construction, repair, curb, gutter, sidewalk, street lighting, traffic control lights and signage, striping, snow removal, and local storm drain construction and maintenance. Construction services provided by County are limited to projects that County can accommodate in-house and that are less than the public works project bid limit under Utah Code § 11-39-101; other projects will be engineered by the District pursuant to this Agreement and constructed by contractors with which the District contracts. The provision of Road and Street Construction and Maintenance Services shall include the use of County personnel, equipment, buildings, supplies, assets, and other County resources. The Road and Street Construction and Maintenance Services, budget, and overhead (accounting) to be provided are more fully delineated in Attachment ‘A.’ The Parties specifically acknowledge that the Road and Street Construction and Maintenance Services do not include Public Works Engineering Services (as hereafter defined).

The District agrees to provide the following services (collectively, the “Public Works Engineering Services”), in-house or via third party contractors, for the benefit of District Members: roadway and infrastructure design and engineering, and municipal UPDES compliance services as more fully delineated in Attachment ‘A-1’, except that the County will continue to provide public works operations services to the District, and the County will also remain responsible for providing and funding the administrative duties associated with the Interlocal Cooperation Agreement between the District and the County for Cost Sharing 2024-2028 UPDES Media Campaign which bears an execution date of on or about September 25, 2024 (the “UPDES Media Campaign Agreement”), while the District will continue to participate in the cost-sharing outlined in the UPDES Media Campaign Agreement. It being further understood that the UPDES municipal minimum control measures (“MCM’s”) components covered under the UPDES Media Campaign Agreement will continue to be provided by the County as long as the District remains a participant in the UPDES Media Campaign Agreement; all other MCM’s will be provided by the District as provided in this Agreement. The provision of Public Works Engineering Services shall include the use of District personnel, equipment, buildings, supplies, assets, and other District resources.” The Public Works Engineering Services budget and overhead (accounting) to be provided are more fully delineated in Attachment ‘A-1’.

- c. Add Article I, Section 1.1(H) as follows: “The various services outlined in subsections 1.1(A) – (G) shall be referred to hereafter collectively and singularly as “Services.”
- d. Add Article I, Section 1.2.2 as follows: “The District shall perform the Public Works Engineering Services hereunder in a professional, reasonable and responsive manner in compliance with all applicable laws, ordinances, rules and regulations (including but not limited to all applicable environmental and safety regulations) and consistent with the agreement of the applicable Parties, and other applicable requirements and standards of performance.

Subject to the foregoing and the following paragraph, the exact nature of how Public Works Engineering Services are to be provided, the discipline of personnel, the maintenance of District assets and any other matters incidental to providing Public Works Engineering Services shall remain with the District in its sole discretion after consultation with the County and/or the impacted Municipal Member(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 Public Works Engineering Services will continue to be provided by the District for an additional calendar year and which Public Works Engineering Services will be discontinued upon expiration of the then current calendar year. In addition, each of the Public Works Engineering 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.

- e. Add Article I, Section 1.3.2 as follows: “As provided herein, the provision of Public Works Engineering Services hereunder shall include the use of all District equipment, buildings (as applicable), supplies, assets (including vehicles), and other resources (“public works engineering assets”) necessary to provide Public Works Engineering Services. The District shall at all times retain management authority and control over its public works engineering assets. The responsibility to insure, maintain, and repair said public works engineering assets shall at all times remain obligations solely of the District.”

- f. Add Article I, Section 1.4.2 as follows: “With respect to Public Works Engineering Services, the relationship of the District, and of any District employee, with the County or Municipal Members 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 Municipal Members of employer and employee, partners, or parties to a joint venture. Should the County or Municipal Members have any criticism, concern, or recommendation regarding any District employee, specifically or generally, the County or Municipal Members may raise it directly with the District General Manager. The District shall diligently and appropriately address an issue raised by the County or Municipal Member and report back to the County or Municipal Member, as appropriate.

In performing the Public Works Engineering 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 Public Works Engineering 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 Public Works Engineering Services shall be provided and supervised by District employees.”

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

“A. REPORTS. The District and the County, with respect to the respective Services that each provide hereunder, shall provide financial, operational, or other information reasonably requested by any of the Parties.

B. COMPLAINTS AND EXCEPTIONAL BEHAVIOR. All complaints regarding Public Works Engineering Services or 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 Public Works Engineering Services and planning and development services complaints in consultation with the County and Municipal Member, 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 Municipal Members copies of any written complaint(s) received regarding the applicable Party’s Public Works Engineering Services or planning and development services, and the County shall provide to the District and the applicable Municipal Member the same related to other Services performed by the County. 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 foregoing, 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 Municipal Member copies of any written documents demonstrating commendable behavior regarding the provision of Public Works Engineering Services or planning and development services to the applicable Party, and County shall provide the same for all other Services performed by the County. These documents may be used to help measure the performance of the District or County (as applicable) in fulfilling its respective 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, that 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.”

- h. Add Article I, Section 1.6.2 as follows: “District agrees to cooperate, communicate and work closely with the County and each Municipal Member to ensure the timely performance of Public Works Engineering Services, including follow up with all Parties as the need may require or as requested.”
- i. Amend and replace Article II, Section 2.1 as follows: “Subject to available funding and resources and Section 1.2.1 and 1.2.2 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 or 2.1.2, 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 Attachments “A-1” and “C”.
- j. Add Article II, Section 2.1.2 as follows: “With respect to Public Works Engineering Services, the District will provide to the County and each Municipal Member not less than the minimum services required consistent with Attachment “A-1” to this Agreement.”
- k. Add Article II, Section 2.3.2 as follows: “Subject to available funding, the minimum contract amount to be used by the District for Public Works Engineering 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 Public Works Engineering Services. The District agrees to use the budgeted contract amount identified by the District Budget to cover these base costs plus income attributable to Public Works Engineering Services received by the District, its Members, and the County. Actual costs for Public Works Engineering Services will be tracked by the District monthly.

The Parties agree to cooperate with each other to bring Public Works Engineering 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 Public Works Engineering Services work performed, including labor, equipment, and materials, as outlined in this Agreement.”

- l. Add Article II, Section 2.4.2 as follows: “The County or any Municipal Member may modify (increase or decrease) the level of Public Works Engineering Services, or accelerate the timing of any component of the same if the County or any Municipal Member 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 Public Works Engineering Services requested by the County or any Municipal Member. The amount due for such

increase or decrease shall be agreed to by the District and County or Municipal Member in good faith and shall accrue as of the date the modified Public Works Engineering Services become effective and shall be paid as provided in Article IV below.”

- m. Add Article III, Section 3.1.2 as follows: “To facilitate the provision of Public Works Engineering Services, and recognizing the District’s reliance on applicable local laws and regulations in the performance of those services, each Municipal Member and the County agrees to provide District representatives with copies of current resolutions, ordinances, rules and regulations that pertain to said Party’s respective Public Works Engineering Services as well as provide timely amendments and updates to resolutions, ordinances, rules and regulations. The County and each Municipal Member shall retain its respective policy decision-making power and authority with regard to enacting county or municipal ordinances, land use regulations, decisions or actions and other police powers, as provided pursuant to law.”
- n. Add Article III, Section 3.2.2 as follows: “The County and each Municipal Member agrees that the District shall be responsible for funding all costs associated with Public Works Engineering Services from the funds received under Article IV.

Municipal Members 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 Public Works Engineering Services anticipated to meet the reasonable public works engineering service needs of the County and each Municipal Member (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 Public Works Engineering Services, as outlined in this Agreement.”

- o. Add Article IV, Section 4.5.2 as follows: “The District shall collect, on behalf of the County and Municipal Members, all fees and charges established by each Municipal Member or by the County for Public Works Engineering Services performed by the District. The District shall retain all such fees and charges to fund Public Works Engineering Services to the County and Municipal Members (as applicable). To the extent necessary, the County and Municipal Members authorize the District to pursue the efficient collection and enforcement of all fees, assessments, and fines within the District service area for Public Works Engineering Services. The County and Municipal Members shall maintain in effect valid fee ordinances for Public Works Engineering Services. When necessary, each of the County and Municipal Members 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.”

p. Add Article IV, Section 4.6.2 as follows: “Any and all grants, donations, and contributions applicable to Public Works Engineering Services for use in the District service area shall be collected and accounted for by the District to fund the provision of the applicable Public Works Engineering Services.”

q. Add Article IV, Section 4.7.2 as follows: “Subject to all limitations herein, the District shall fund the cost of Public Works Engineering 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 Municipal Members, 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 Public Works Engineering Services to be provided by the District to the County and Municipal Members 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 Public Works Engineering 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).”

r. Add Article IV, Section 4.9.2 as follows: “The process for determining full cost for Public Works Engineering Services shall be as follows: The District will budget for Public Works Engineering Services, recognizing that County and Municipal Member needs and available funding will fluctuate from year to year. During the year, the District will maintain accurate records of Public Works Engineering Services provided.”

s. Add Article VII, Section 7.1.2 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 Municipal Members 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 Public Works Engineering 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 Public Works Engineering Services executed concurrently herewith.

The District shall indemnify and hold harmless the County and Municipal Members and their respective officers, agents, and employees against any actual

or threatened claims, losses, damages, injuries, and liabilities resulting directly or indirectly or arising out of any acts or omissions of the District, its agents, representatives, officers, employees, or subcontractors in connection with the District's provision of Public Works Engineering Services under this Amendment. This duty to indemnify includes all litigation and court costs, expert witness fees, and any sums expended by or assessed against County or Municipal Members for the defense of any claim or to satisfy any settlement, arbitration award or verdict paid or incurred by or on behalf of County or Municipal Members (respectively).

In the event of an audit of the UPDES services that the District provides for the County and Municipal Members after the date of this Amendment, the District shall indemnify and hold harmless the County and each of the Municipal Members from any claims or penalties brought against the County or any of the Municipal Members arising from such services to the same extent as outlined in the prior paragraph. The County and Municipal Members shall cooperate in providing information in their possession required by the District in responding to such audits.”

- t. Add Article VII, Section 8.2.2 as follows: “Claims, disputes, and other issues between any of the Parties arising out of or related to Public Works Engineering 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 Public Works Engineering 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 Public Works Engineering Services in accordance with the terms of this Agreement. The County and Municipal Members shall continue to perform their commitments under this Agreement.”
- u. Amend and replace 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 Public Works Engineering Services and 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 Public Works Engineering Services and 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.

v. Amend Attachment “A-1” as follows:

The first paragraph related to services provided is retained in its entirety.

The second paragraph entitled “Budget” is replaced with the following language: “Subject to available funds, the District shall fund the actual cost of Public Works Engineering Services as set forth in the annual District budget and subsequent amendments to that budget, as approved by the District Board. NOTE: The District General Manager will retain the authority, to the extent delegated by the District Board, to approve all field change orders and other budgetary matters impacting the cost of the project services within the approved budget.”

The “Overhead” paragraph is hereby deleted.

Add a paragraph with the following language. The “county engineer” and “public works engineer” referenced in the Salt Lake County Code shall be the Salt Lake County Division Director of Flood Control Engineering (“Director”).

Notwithstanding sections 1.2.2, 1.4.2, and 2.1 of this Amendment, the Director shall have the discretion to provide direction to the District regarding any area of responsibility that the Salt Lake County Code assigns to the county engineer and/or the public works engineer for the unincorporated county. Additionally, the District shall regularly report to the Director its day-to-day actions in such areas of responsibility assigned to the county engineer and/or public works engineer. The County will invoice the District for personnel costs related to the engineering work performed by the Director for the unincorporated county.

2. To accomplish the transition of Public Works Engineering Services from the County to the District, the Parties agree to the following additional terms:
 - a. “The District will need to lease from the County that office space at the Salt Lake County Government Center depicted in the attached Exhibit 1 from January 1 – 31, 2025 (“Engineering Leased Space”). The Engineering Leased Space shall include use of the computer equipment, copiers, and small office machines located therein. The lease rate for the Engineering Leased Space during this one-month term shall be \$6,524.25 (\$17.21/sq.ft., 4,462 sq.ft., + \$125/month parking fees). If needed, the District may lease the Engineering Leased Space thereafter at the same rate on a month-to-month basis in accordance with the Lease Agreement between the County and District, dated September 15, 2022 (“MSD Planning & Development Lease”); the District shall provide the County notice of the same by January 15, 2025 in accordance with the MSD Planning & Development Lease. The Engineering Leased Space shall be leased upon the same terms and conditions as the MSD Planning & Development Lease. To the

extent any inconsistencies exist between this Amendment and the MSD Planning and Development Lease, this Amendment shall govern.

Rent for the Engineering Leased Space will be billed by the Salt Lake County Facilities at the same time and manner as the space subject to the MSD Planning and Development Lease.

- b. The County and District acknowledge that County employees who become District employees as part of the transition of engineering services outlined in this Amendment will need to retain their key cards to the Salt Lake County Government Center and agree to the same so long as the District leases the Engineering Leased Space from the County. The District will return these key cards to the County at the time it vacates the Engineering Leased Space.

- c. As part of the transition of Public Works Engineering Services from the County to the District, the County will be assigning contracts, work orders, task orders, and the like to the District for various services performed by contractors for the County (collectively “Contracts”). Many of those Contracts have retainage provisions wherein the County retains certain moneys from contractors until services are completed, after which the retainage is paid to contractors. For these retainage amounts, as of January 1, 2025, and thereafter, the District will assume the retainage liability as of January 1, 2025, and will make payments to contractors for these payment types as and when due.

Additionally, work on assigned Contracts will be performed by contractors for County in 2024 but billed to the County in 2025. Beginning in January 2025, County will continue to process payments for invoices for work performed under assigned Contracts through December 31, 2024. Consistent with current County billing practice, County will submit these invoices- to District for reimbursement in January and February 2025.

Following December 31, 2024, the District will take full responsibility for all payments and reimbursements for engineering services rendered, with the County forwarding any relevant invoices it receives for such payments to the District.

- d. The District agrees that the County has the right to bill the District for the following items, some of which will be billed after the January-February 2025 closeout period:
 - i. Indirect overhead costs incurred in 2024, as outlined in the original Exhibit A-1 to the Agreement;
 - ii. Reasonable costs for the accounting work needed to close out the County’s Public Works Engineering books, including the fiscal team's

time to finalize payments and conclude transactions with Salt Lake County Mayor's Finance;

- iii. Reasonable costs incurred by Flood Control Engineering staff through January 31, 2025, to complete the transition; and
 - iv. The actual Public Works Engineering personnel and operating expenses through December 31, 2024.”
3. The Parties covenant and agree that, from and after the effective date of this Assignment, the Town of Brighton is and shall be a Party to the Agreement as previously amended and as amended by this Amendment the same as each of the other Municipal Members.
 4. Should, for any reason, this Amendment not be effective under the Interlocal Cooperation Act, it is nevertheless the intent and agreement of the Parties that the Agreement, as previously amended, shall be incorporated herein by reference and shall be effective separate and apart from the Interlocal Cooperation Act to the maximum extent allowed by law. It is also the intent and agreement of the parties that, once two or more parties have satisfied the requirements stated in paragraph 6 below, this Amendment shall be fully effective and binding upon those Parties and, as additional parties satisfy the requirements of paragraph 6 below, they shall also be bound by this Amendment.
 5. All other provisions of the Agreement and all amendments thereto shall remain in full force and effect.
 6. As required by the Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code (the “Interlocal Act”), this Amendment shall be effective on December 31, 2024 so long as the following have taken place:
 - 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 on the respective dates stated below.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

REVIEWED AS TO FORM/LEGALITY

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

TOWN OF COPPERTON

By: _____
Mayor

Date: _____
APPROVED AS TO FORM

Attorney representing Town of Copperton

EMIGRATION CANYON

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Emigration Canyon

CITY OF KEARNS

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing City of Kearns

MAGNA CITY

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Magna City

WHITE CITY

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing White City

TOWN OF BRIGHTON


By: _____
Mayor


Date: _____

APPROVED AS TO FORM

Attorney representing Town of Brighton

Exhibit 1

 Flood Control Engineering

 PW Engineering

 Planning & Development



Attachment 2

INTERLOCAL AGREEMENT
BETWEEN
GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT
AND SALT LAKE COUNTY
FOR TRANSFER OF ASSETS IN CONJUNCTION WITH TRANSITION OF PUBLIC
WORKS ENGINEERING SERVICES

THIS AGREEMENT (the “Agreement”) is made and entered into by and between THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a special 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. On or about January 25, 2018, the Parties entered into a Master Interlocal Agreement whereby the County agreed to provide the personnel, services and assets to the District that the District required to provide municipal services to its service area.
- C. The Parties are concurrently herewith entering into an Amendment to the Master Interlocal Agreement (“Amendment”), whereby the responsibility for public works engineering services is transitioning from the County to the District. The Amendment

provides that the transfer of assets required to accomplish the transition of public works engineering services shall take place in a separate agreement.

- D. The Parties desire, in this Agreement, to accomplish the transfer of assets required to accomplish the transition of public works engineering services.
- E. 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.

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. Contribution of County Assets. On the Operational Effective Date, as defined in Section 4 herein, and pursuant to the authority granted in Utah Code Section 11-13-211, the County shall contribute its assets related to public works engineering services to the District to be used by and for the benefit of the District, pursuant to the terms hereof. Lists detailing the assets to be so contributed by the County are attached hereto as Exhibits A, B and D (collectively, the “Asset Lists”). The Asset Lists may be appropriately updated and revised by the Parties as of the Operational Effective Date. The Parties acknowledge that the contribution of assets does not include property owned by the County and used by the District but not contained in the Asset Lists. The Parties also agree that the assets contributed by the County to the District are contributed “as is,” that the County disclaims all representations and/or warranties of any kind, and that, after the transfer, the District will be responsible for all insurance, operation, maintenance and storage costs of the

assets.

2. Licenses. For each software license that is included on Exhibit “B,” the District will be responsible for, and the County will maintain but otherwise will reasonably cooperate to transfer responsibility for the agreements related to said software licenses for the applicable term from the County to the District via assumption, novation, termination, or other method not prohibited by the applicable agreement and which does not detrimentally impact the County. Thereafter the District will be responsible for obtaining its own replacement software, if desired by the District. The District shall be responsible to ensure that it is authorized to use all software referenced in Exhibit “B” that it intends to continue using within six (6) months of the Operational Effective Date, and the County may thereafter audit the District’s use of the software licenses to ensure that the requirements of this section are met. To the extent that the District uses any of the County’s licenses identified in Exhibit “B” or any other County license for any purpose, including during the time the Parties are entering into new agreements with licensors, the District will indemnify and hold the County harmless for such use pursuant to subsection (a) below.

a. To the extent indemnification is required by this section, District agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims resulting directly or indirectly from the District’s use of County licenses identified in Exhibit “B” or any other County license used by the District, its agents, representatives, officers, employees or subcontractors.

3. Separation Payments. In accordance with Salt Lake County Human Resources Policy 2-900(O), the County agrees to make certain payments to County employees moving to the District as part of the transition of public works engineering services, recognizing the loss of potential future benefits those employees would have had they remained at the County through retirement. The separation payments are calculated using the years of service the employees have in the Utah Retirement System (URS). The employees will each receive 1 week of pay for every 5 years that they have in URS as County employees, as outlined in attached Exhibit “C”. The District agrees to reimburse the County for these separation payments to District’s new employees.
4. Vehicle Replacement Fund. In addition to contributing the vehicles outlined in Exhibit “D,” the County Fleet Management Division will hold, on behalf and for the exclusive use and benefit of the District, the balance remaining in the Public Works Engineering Services Vehicle Replacement Fund (“Vehicle Replacement Fund”) as of the Operational Effective Date, as reflected in Exhibit “D.” The District shall continue to fund the Vehicle Replacement Fund at the same rate as other agencies whose vehicle replacement funds are managed by the County Fleet Management Division according to annual recommendations of the County Fleet Management Division, using standard industry methodologies. The County Fleet Management Division will review the Vehicle Replacement Fund and will meet with the District on an annual basis to assess future needs and other matters related to the Vehicle Replacement Fund. From and after the Operational Effective Date, the County will not fund the portion of the Vehicle Replacement Fund referenced in this paragraph.

5. Operational Effective Date and Term.

- a. This Agreement shall be effective on December 31, 2024 so long as the following events have occurred: (i) approval of the Agreement as provided in 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. Such effective date shall be referred to herein as the “Operational Effective Date.”
 - b. The initial term of this Agreement shall terminate on December 31, 2025. Thereafter, the term may be renewed annually upon the same terms and conditions as set forth herein. Each annual extension shall be initiated prior to October 1 of each contract year by either Party sending to the other Party, in writing, its intention to renew the Agreement for an additional one-year period. Upon written notice by the other Party that it is willing to enter into such an extension, issued no later than November 1 of that contract year, the Agreement shall be automatically extended for one year commencing on the first day of new calendar year provided, however, that the term of this Agreement shall not, under any circumstance, extend beyond the fiftieth (50th) anniversary of the Operational Effective Date. References to the “term” of this Agreement shall include all renewal periods.
6. Termination. Pursuant to Utah Code Ann. § 11-13-206(a), the Parties agree this Agreement may be terminated as follows:

6.1 Termination for Default. County or District may terminate this Agreement for an “Event of Default” as defined, upon written notice.

6.2 Event of Default. As used in this Agreement, the term “Event of Default” means (a) a Party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice to the party failing to make such payment; (b) a Party hereto fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or (c) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

6.3 Force Majeure. Neither Party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, District or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

6.4 No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

7. 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: mhoward@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 – Mayor’s Office
2001 South State Street, N2-100
Salt Lake City, UT 84114

With a copy to Salt Lake County District Attorney
Attn: Chief Deputy District Attorney
35 East 500 South
Salt Lake City, UT 84111
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.

8. 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 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.

9. 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 4 and 5 above.
- d. The District is funded by the County per Interlocal Agreement and state statute.
- 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.

10. Non-Funding.

- a. The Parties acknowledge that the obligation of any Party to perform as provided in this Agreement is conditioned and dependent upon the appropriation of funds required for any payment due hereunder or to finance the provision of any Service as provided in this Agreement. Each Party's obligation is contingent upon funds being appropriated annually for payments due for the provision of the Services to be provided under this Agreement.
- b. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement then, unless the Parties mutually agree in writing to reduced Services and/or reduced payments that are in line with available and budgeted funding, this Agreement shall create no obligation on the Parties or any Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become void on the first day of the fiscal year for which funds are not budgeted and appropriated or, in the event of a reduction in appropriation, on the last day before the reduction becomes effective (except as to those reduced Service(s) and/or portions of payments required to perform hereunder as agreed upon by the Parties for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other charge of any kind whatsoever to the Parties, and no right or action for damages or other relief shall accrue to the benefit of any Party to this Agreement

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 and Exhibits. The recitals are an integral part of this Agreement and are included as part of this Agreement. All exhibits and attachments annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or any such writing, shall be deemed to refer to and include this Agreement and all such exhibits, attachments, and writings.

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 both 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 Agreement, 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.

- 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: _____, 2024

Approved by:

ADMINISTRATIVE APPROVAL

By _____
SCOTT BAIRD
Department Director

Dated: _____, 2024

Reviewed as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By _____
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE DISTRICT

**GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT**

By _____

Name: _____

Title: _____

Dated: _____, 2024

Reviewed as to Form and Legality:
ATTORNEY FOR THE DISTRICT

By _____

Name: _____

Dated: _____, 2024

Exhibit A

Cell phones, ipads, and other miscellaneous property transferred to MSD

Items that can be transferred to the MSD

Asset Name	Controlled Asset (Tag) Number	Computer Name	Make and Model	Serial Number	searchable
iPad w/Apple Magic Keyboard	1351	385-226-0361	Apple iPad Pro 11-inch (4th Generation) Model A2435	HDHGWCJ7W	iPad w/Apple Magic Keyboard Tablet Computer New N3-600 Apple iPad Pro 11-inch (4th Generation) Model A2435
Book	1379		AASHTO Roadside Design Guide 4th Edition, 2011	N/A	Book General Office Good N3-600 AASHTO Roadside Design Guide 4th Edition, 2011
Cell Phone	1390	385-226-0032	Apple iPhone 16 Pro, A3083	GXV9PMG2QJ	Cell Phone Mobile Phone New N3-600 Apple iPhone 16 Pro, A3083
Optical DO Meter	1049		YSI ProODO Optical DO Meter	18L104809	Optical DO Meter Tools New N3-120 YSI ProODO Optical DO Meter
Cell Phone	1117	801-554-1396	Apple iPhone 11 - Purple	FK1ZH0LKN733	Cell Phone Mobile Phone New N3-120 Apple iPhone 11 - Purple
Lovibond Turbidimeter	1175		Lovibond TB250 Turbidimeter with sampling vials	4236	Lovibond Turbidimeter Tools New NL-010 Lovibond TB250 Turbidimeter with sampling vials
Radio	285	25552-Ford Escape	Max Trac	481SVK6273	Radio Tools Good Vehicle 25552 Max Trac
Garmin GPS	799		GPSMAP 64ST	3BR010129	Garmin GPS Tools New N3-600 GPSMAP 64ST
Cell Phone	1235	385-270-2351	Apple iPhone SE (2020) - A2275 - 4.7 Inch - Black	DX4G2E5QPLJM	Cell Phone Mobile Phone New N3-623 Apple iPhone SE (2020) - A2275 - 4.7 Inch - Black
Waders	1249		11Stout Rustic Ridge Waders	N/A	Waders Tools New Vehicle 25550 11Stout Rustic Ridge Waders
Thermometer	344		Mini Infrared		Thermometer Tools Good Vehicle 25550 Mini Infrared
Leveler	345		4' Smart Tool		Leveler Tools Good Vehicle 25550 4' Smart Tool
Book	945		A Practical Guide to AutoCAD Civil 3D 2018		Book General Office Good N3-600 A Practical Guide to AutoCAD Civil 3D 2018
Book	947		AutoCAD Civil 3D 2016 Essentials		Book General Office Good N3-600 AutoCAD Civil 3D 2016 Essentials
Book	948		Mastering AutoCAD Civil 3D 2016		Book General Office Good N3-600 Mastering AutoCAD Civil 3D 2016
Radio	809	25553-Toyota Tacoma	APX 4500	722AAJ0686	Radio Tools Good Vehicle 25553 APX 4500
Radio	1395	26033 - Toyota Tacoma	M22URS9PW1AN	471CSB0919	Radio Tools Good Vehicle 26033 M22URS9PW1AN
Radio	1393	26029-Ford Escape	Motorola MCS 2000 M01HX+814W	722AAJ0561	Radio Tools Good Vehicle 26029 Motorola MCS 2000 M01HX+814W
Radio	1394	25554-Ford Escape	Motorola MCS 2000 M01HX+822W	481SVK6567	Radio Tools Good Vehicle 25554 Motorola MCS 2000 M01HX+822W
Cell Phone	1380	385-977-7203	Apple iPhone 14, A2649, Midnight Black	TJY29099P	Cell Phone General Office New N3-600 Apple iPhone 14, A2649, Midnight Black

Exhibit B

Software Licenses Transferred to MSD

- a. MS Office 365
- b. Adobe Acrobat Pro
- c. Adobe Creative Cloud
- d. Bluebeam

Exhibit C
Separation Payments

6/30/2024	10/31/2024		
EMPLID	YRS URS AS OF 10/31/2024 ¹	TITLE	SEPARATION PAYMENT ^{1,3}
223796	1.74	Accountant	\$ 519.29
221000	2.64	Engineer I	\$ 798.06
210194	5.54	Engineer II	\$ 1,804.17
226454	0.64	Engineer III	\$ 251.48
223910	1.64	Engineer III	\$ 652.57
211687	5.74	Engineering Designer	\$ 2,017.58
226268	0.84	PW Engineering Project Manager	\$ 383.67
227162	8.74	Construction Proj Inspector	\$ 2,526.74
213482	4.84	Stormwater Program Spv	\$ 1,281.99
214587	1.04	Stormwater Program Spv	\$ 266.63
			\$ 10,502.19
			1 Hours and amounts will be calculated as of December 31, 2024
			2 YRS OF SERVICE FACTOR = YRS in URS divided by 5. 5 Years of URS equates to 1 Yr of Service Factor.
			3 SEPARATION PAYMENT= 1 WK of pay times YRS OF SERVICE FACTOR

Exhibit D

Vehicles

SLCo will transfer to the MSD the vehicles outlined in the table below, and will hold on behalf of and for the exclusive use by the MSD those replacement funds outlined in the table per the terms of this Agreement.

Vehicle	Make	Model	Year	Current Estimated Value	Replacement Fund Projected Balance at 12/31/24	Total Estimated Value and Replacement Fund
25553	Toyota	Tacoma	2016	\$11,425	\$29,388	\$40,813
25552	Ford	Escape SE 4WD	2016	\$6,600	\$21,403	\$28,003
25554	Ford	Escape SE 4WD	2016	\$8,521	\$20,256	\$28,777
26029	Ford	Escape XLT 4WD	2015	\$6,736	\$23,997	\$30,734
26033	Toyota	Tacoma	2016	\$12,108	\$28,995	\$41,103
Total:				\$45,390	\$124,039	\$169,430

4937-9639-0149, v. 5

Attachment 3

Copy of Separation payment exhibit

6/30/2024	10/31/2024		
EMPLID	YRS URS AS OF 10/31/2024 ¹	TITLE	SEPARATION PAYMENT ^{1,3}
223796	1.74	Accountant	\$ 519.29
221000	2.64	Engineer I	\$ 798.06
210194	5.54	Engineer II	\$ 1,804.17
226454	0.64	Engineer III	\$ 251.48
223910	1.64	Engineer III	\$ 652.57
211687	5.74	Engineering Designer	\$ 2,017.58
226268	0.84	PW Engineering Project Manager	\$ 383.67
227162	8.74	Construction Proj Inspector	\$ 2,526.74
213482	4.84	Stormwater Program Spv	\$ 1,281.99
214587	1.04	Stormwater Program Spv	\$ 266.63
			\$ 10,502.19
			1 Hours and amounts will be calculated as of December 31, 2024
			2 YRS OF SERVICE FACTOR = YRS in URS divided by 5. 5 Years of URS equates to 1 Yr of Service Factor.
			3 SEPARATION PAYMENT= 1 WK of pay times YRS OF SERVICE FACTOR