

September 30, 2024

## Via Email SBaird@slco.org and Hand Delivery

Salt Lake County Scott R. Baird, Director of Public Works and Municipal Services 2001 South State Street, Room N3-400 Salt Lake City, UT 84190

Re: Termination of Engineering Services

Dear Mr. Baird:

This notice is given pursuant to Sections 2.4 and 6.1 of the Master Interlocal Agreement (including the First, Second, and Third Amendments, the "Master Agreement") among the Greater Salt Lake Municipal Services District (the "MSD"), Salt Lake County (the "County"), the Town of Copperton, Emigration Canyon City, City of Kearns, Magna City, and White City (the five listed "municipalities" were Metro Townships when the Master Agreement was signed), all of which are located in Salt Lake County. The Master Agreement deals with municipal, administrative, and operational services provided by the County. Section 2.4 of the Master Agreement authorizes the MSD to modify (increase or decrease) the level of any specified municipal or related administrative service by providing at least ninety (90) days prior written notice to the County of such change. This letter constitutes the MSD's notice of intent to reduce certain services provided by the County as stated below. The County has a right to approve a requested increase in a level of service, but has no approval right when the MSD notifies the County of a service reduction.

After thorough and informed consideration, the Board of Trustees of the MSD has determined that it is in the best interest of the MSD and the municipalities served by the MSD for the MSD to take-over certain components of the services which, to date, have been provided to the MSD by the County pursuant to the Master Agreement.

The MSD intends to take-over responsibility for Public Works Engineering Services, as detailed in the Master Agreement, Attachment "A-1" (part of Road and Street Construction and Maintenance Services) in particular and, to a lesser degree, in Attachment "F", dealing with operational services, to the greatest extent feasible beginning January 1, 2025. This three month notice should allow for the necessary preparation and coordination between the MSD and the County to seamlessly transition these services from the County to the MSD. Section 2.4 of the Master Agreement requires the parties to agree, in good faith, to the reduced amount to be paid by the MSD to the County as a result of the reduction in service. Since the MSD intends to completely take over the provision of Public Works Engineering Services, a 100% reduction for that service

Salt Lake County Scott Baird, Director of Public Works and Municipal Services September 30, 2024 Page 2

is expected. In order to make the transition respecting Public Works Engineering Services effective by the end of the current calendar year, the MSD would like to undertake immediate discussions with the County on this subject.

The MSD values the County and its personnel and looks forward to a harmonious working relationship with the County respecting services that will continue to be provided to the MSD, and the municipalities that are served by the MSD, through the Master Agreement.

If you have any questions or concerns, please do not hesitate to reach out to me for further discussion of this matter.

Respectfully,

Marla Howard, General Manager

cc: Salt Lake County District Attorney

Attn: Ralph Chamness, Chief Deputy District Attorney

Mayor Jenny Wilson, Salt Lake County

Deputy Mayor Catherine Kanter

Laurie Stringham, Chair, Salt Lake County Council

Mayor Sean Clayton, Town of Copperton

Mayor Joe Smolka, Emigration Canyon

Mayor Kelly Bush, City of Kearns

Mayor Eric Barney, Magna City

Mayor Paulina Flint, White City

Mayor Keith Zuspan, Town of Brighton