

SALT LAKE COUNTY, UTAH

RESOLUTION NO. _____, 2018

**A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY
APPROVING AND AUTHORIZING EXECUTION OF THE AMENDED AND
RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE
COUNTY AND GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT FOR
GENERAL MANAGER AND FISCAL SERVICES**

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 into this Agreement to act jointly and cooperatively on the basis of mutual advantage in order to provide facilities 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 the District now desire to enter into the Interlocal Cooperation Agreement attached hereto as **ATTACHMENT A** (the "Interlocal Agreement") wherein the Parties enter into this Amended and Restated Interlocal Agreement to allow the District to obtain necessary fiscal services with the County's assistance to transition to the District providing its own fiscal services.
- B. The County Council believes that the arrangement under the Interlocal Agreement 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 Agreement between Salt Lake County and the Greater Salt Lake Municipal Services District is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor or his designee is authorized to execute the same.
2. That the Interlocal Agreement will become effective as stated in the Interlocal Agreement.

APPROVED and ADOPTED in Salt Lake City, Salt Lake County, Utah this ____ day of _____, 2018.

SALT LAKE COUNTY COUNCIL

By: _____
AIMEE WINDER-NEWTON, Council Chair

- Council Member Bradley voting _____
- Council Member Bradshaw voting _____
- Council Member Burdick voting _____
- Council Member DeBry voting _____
- Council Member Wilson voting _____
- Council Member Granato voting _____
- Council Member Jensen voting _____
- Council Member Snelgrove voting _____
- Council Member Newton voting _____

APPROVED AS TO FORM
District Attorney's Office

By: *Zach Shaw*
Attorney

ZACH SHAW

Date: 9-14-18

ATTEST:

SHERRI SWENSEN,
Salt Lake County Clerk

ATTACHMENT A

AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
Between
SALT LAKE COUNTY
And
GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT
For
GENERAL MANAGER AND FISCAL SERVICES

This Interlocal Cooperation Agreement is entered into between SALT LAKE COUNTY, a body corporate and politic of the state of Utah ("County") and the GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a local district and public entity of the State of Utah (the "MSD"), to be effective when all of the conditions identified in paragraph 14 have been satisfied. The MSD and County may be referred to collectively as the "Parties," and each is a "Party."

RECITALS

A. The Parties are "public agencies," and are therefore authorized by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 to -532, to enter into agreements with each other for joint and cooperative action which will enable them to make the most efficient use of their powers on a basis of mutual advantage.

B. On May 4, 2017, the County and MSD entered into an Interlocal Agreement ("Agreement #CA00364") for General Manager Services to the MSD, which subsequently was amended to include two County non-merit employees to serve as (1) the General Manager of the MSD; and (2) the Administrative Assistant to the General Manager, respectively, hereafter "General Manager Services."

C. The MSD has notified the County that, on January 1, 2019, the MSD will take over fiscal management for the MSD and the following metro townships: Copperton Metro Township, Emigration Canyon Metro Township, Kearns Metro Township, Magna Metro Township, and White City Metro Township (the "Metro Townships").

D. The MSD now desires to further amend the Interlocal Agreement referenced above to include a Fiscal Administrator and additional staff of up to three support personnel (for a total of up to 4 additional employees) as time limited County non-merit employees to serve until the transition of fiscal management for the MSD is taken over from the County by the MSD.

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

1. **TERM & EXTENSION.** County agrees to provide human resources administration and General Manager services, including a General Manager and an Administrative Assistant to the General Manager, to the MSD and also agrees to provide fiscal management personnel to the MSD, including a Fiscal Administrator and additional staff of up to three individuals to assist the Fiscal Administrator, through December 31, 2019, subject to earlier termination as provided in paragraph 8 below. The purpose of the County providing a Fiscal Administrator and associated staff is to provide the staff to allow the MSD to

transition to provision of its own fiscal management services and hiring its own personnel thereafter. This Agreement does not modify the administrative or operational services that the County provides to the MSD under the Master Interlocal Agreement between the County, MSD, and Metro Townships, or amendments thereto. This Agreement may be renewed annually thereafter upon the same terms and conditions by mutual agreement of the Parties, with the exception of fees which may be adjusted to enable the County to charge the MSD the full cost of the services.

2. **SERVICE AND REQUIREMENTS.** County shall allow the MSD to appoint a County non-merit employee to serve as the MSD General Manager, a County non-merit employee to serve as the Administrative Assistant to the general Manager, a County non-merit employee to serve as the MSD Fiscal Administrator, and up to three County non-merit employees to serve as staff for the Fiscal Administrator. The County employee serving as the MSD General Manager shall have the following status under County Human Resources Policy 2-100: "appointed – non-merit (status 95)". The County employee serving as the Administrative Assistant to the MSD General Manager shall have the following status under County Human Resources Policy 2-100(II)(H): "Time Limited Appointment". The County employee serving as the Fiscal Administrator for the MSD shall have the following status under County Human Resources Policy 2-100(II)(H): "Time Limited Appointment". The up to three County employees serving as staff for the MSD Fiscal Administrator shall have the following status under County Human Resources Policy 2-100(II)(H): "Time Limited Appointment".

3. **FEES AND PAYMENT.**

A. The MSD shall pay the full FTE cost of the County employee who serves as the MSD General Manager, the full FTE cost of the County employee who serves as Administrative Assistant to the MSD General Manager, the full FTE cost of the County employee who serves as Fiscal Administrator for the MSD, and the full FTE cost of the up to three County employees ("fiscal staff") who serve as staff to the MSD Fiscal Administrator, including, but not limited to, salaries, benefits, and required employee retirement contributions. The MSD shall pay the full allocable cost of other County employee support staff for their actual time spent serving as support staff for the MSD General Manager, Administrative Assistant and/or Fiscal Administrator, if any. The County shall quarterly calculate the FTE costs of the MSD General Manager, Administrative Assistant, Fiscal Administrator, and fiscal staff, and shall properly allocate other County employee support staff costs and invoice the amount to the MSD, provided, however, that there shall be no duplication of costs or expenses that are billed to the MSD by the County under any other contract between the County and the MSD.

B. The MSD shall pay the full cost (fair market value) of any space leased from County that is not covered by another contract between the Parties. If the MSD desires to lease space from the County, the Parties may enter into a separate lease agreement.

4. **APPOINTMENT, SUPERVISION AND REMOVAL OF THE MSD GENERAL MANAGER, ADMINISTRATIVE ASSISTANT, FISCAL ADMINISTRATOR AND FISCAL STAFF.** Subject to the statutory policy making and advice and consent power and authority of the MSD Board of Trustees, the MSD Executive Officer shall appoint,

supervise, and remove the MSD General Manager, Administrative Assistant, Fiscal Administrator and fiscal staff.

5. **SUPERVISION BY THE MSD GENERAL MANAGER OF SUPPORT STAFF.** In furtherance of the provision of General Manager services to the MSD, the MSD General Manager may supervise and direct the work of County employee support staff. Subject to supervision and direction by the General Manager, the MSD Fiscal Administrator may supervise and direct the work of County employee support staff specifically assigned to the Fiscal Administrator.
6. **INSURANCE.** County shall maintain a self-insurance program against claims for damage or injury to persons or property arising out of its responsibilities pursuant to this Agreement up to the limitation of judgment amounts set forth in the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904, to the extent applicable.
7. **FORCE MAJEURE.** Any prevention, delay or stoppage of performance of County's obligations hereunder due to strikes, lockouts, labor disputes, acts of God, governmental restrictions, governmental controls, governmental regulations, enemy or hostile government action, civil commotion, fire or other casualty, or any other cause beyond the reasonable control of County, shall not be deemed to be a breach of this Agreement or a violation of or failure to perform any covenants hereof, and County shall immediately after cessation of any such cause render any performance that was delayed thereby.
8. **TERMINATION.** Either party may terminate this Agreement for convenience by providing thirty (30) days advance written notice of its intent to terminate. If this Agreement is terminated, the MSD shall pay County for all services provided to the MSD up to the date of termination.
9. **INDEMNIFICATION.** The MSD and the County are government entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904 (the "Act"). Consistent with the terms of the Act, and as provided therein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Act, nor does either Party waive any limits of liability currently provided by the Act. The Parties agree to defend, indemnify and hold each other harmless from and against any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their respective officers, employees, or agents involved in any matter pertaining to this Agreement. The Parties further agree to notify each other of any claim or other action under which one Party may be required hereunder to indemnify the other Party within thirty (30) days of receiving such claim or action.
10. **INDEPENDENT CONTRACTOR.** County is not an employee of the MSD for any purpose whatsoever. County is and will be an independent contractor at all times during the performance of the services specified herein. The Parties are not entering into a joint venture and, except as otherwise expressly provided in this Agreement, neither Party shall have the power or authority to act as the agent of or to bind the other Party.

11. **NO INTERLOCAL ENTITY.** Pursuant to Utah Code Ann. § 11-13-206(1)(b), the Parties agree that this Agreement does not create an interlocal entity.
12. **ADMINISTRATION.** Pursuant to Utah Code Ann. § 11-13-207(1), the cooperative undertaking of this Interlocal Agreement will be administered by the County Division of Human Resources, which will have all necessary powers to carry out the terms of this Agreement. Pursuant to Utah Code Ann. § 11-13-206(1)(g), although it is not anticipated that voting will be necessary, to the extent that voting is required, voting will be based upon one vote per Party and will not be weighted.
13. **PROPERTY/BUDGETING.** Pursuant to Utah Code Ann. §11-13-207, no property will be acquired, held or disposed of in the cooperative undertaking of this Interlocal Agreement. Each Party will be responsible for its own annual Budget.
14. **Effective Date.** This Agreement will not take effect until: (a) it has been approved by both Parties, as required by Utah Code Ann. § 11-13-202(2), (b) it has been submitted to an attorney authorized to represent each Party for review as to proper form and compliance with law, as required by Utah Code Ann. § 11-13-202.5, and (c) it has been filed with the keeper of records of each Party, as required by Utah Code Ann. § 11-13-209.
15. **ASSIGNMENT.** This Agreement cannot be assigned by either Party without the prior written consent of the other Party.
16. **NO THIRD PARTY RIGHTS.** County's obligations are solely to the MSD and the MSD's obligations are solely to County. This Agreement shall confer no third party rights whatsoever.
17. **STATUS OF THIS AMENDED AGREEMENT.** The Interlocal Agreement, as previously amended, which is identified above in Recital paragraph B (the "prior Agreement"), shall be and remain in full force and effect until this Agreement is effective as provided in paragraph 14 above, at which time this Agreement shall supersede and replace the prior Agreement.
18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

IN WITNESS WHEREOF, the Parties execute this Agreement on the ____ day of _____, 2018.

GREATER SALT LAKE Municipal Services
District

By _____
Joe Smolka, Chair

Attest:

Approved as to form and legality.

Attorney for the Greater Salt Lake Municipal
Services District
Date: _____

SALT LAKE COUNTY

By _____
Mayor or Designee

Attest:

Department Director Approval



Nimrit Gokharn

Approved as to form and legality.



Attorney for Salt Lake County
Date: 9-14-18