

Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

Date Received (office use)	
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Date of Request	January 3, 2018
Requesting Staff Member	Rick Graham / Kelly Wright
Requested Council Date	January 9, 2018
Topic/Discussion Title	Resolution approving execution of the Master Interlocal Agreement between Greater Salt Lake Municipal Services District, Salt Lake County, Copperton Metro Township, Emigration Canyon Metro Township, Kearns Metro Township, Magna Metro Township and White City Metro Township for Municipal, Administrative and Operational Services.
Description	(See Topic/Discussion Title above).
Requested Action¹	Discussion / Approval of Resolution
Presenter(s)	Kelly Wright / Bart Barker
Time Needed²	10 minutes
Time Sensitive³	Yes
Specific Time(s)⁴	No
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	See Attached Resolution and Interlocal Agreement

Mayor or Designee approval: _____



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

SALT LAKE COUNTY, UTAH

RESOLUTION NO. _____, 2018

**A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY
APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN THE GREATER SALT LAKE
MUNICIPAL SERVICES DISTRICT, SALT LAKE COUNTY,
COPPERTON METRO TOWNSHIP, EMIGRATION CANYON METRO
TOWNSHIP, KEARNS METRO TOWNSHIP, MAGNA METRO
TOWNSHIP, AND WHITE CITY METRO TOWNSHIP FOR MUNICIPAL,
ADMINISTRATIVE, AND OPERATIONAL SERVICES**

RECITALS

A. Salt Lake County (the “County”), the Greater Salt Lake Municipal Services District (the “District”), Copperton Metro Township, Emigration Canyon Metro Township, Kearns Metro Township, Magna Metro Township and White City Metro Township (collectively the “District Member Metros”) 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 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.

B. The County, the District and the District Member Metros now desire to enter into the Interlocal Cooperation Agreement attached hereto as **ATTACHMENT A** (the “Interlocal Agreement”) wherein the Parties enter into this Master Services Interlocal Agreement to describe and delineate the scope of their mutual cooperation and commitment, and to identify Municipal, Administrative and Operational Services agreed to by the Parties, superseding and replacing the Initial Agreement between the District and the County.

C. 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 County Council of Salt Lake County:

1. That the Interlocal Agreement between Salt Lake County, the Greater Salt Lake Municipal Services District, Copperton Metro Township, Emigration Canyon Metro Township, Kearns Metro Township, Magna Metro Township and White City Metro Township 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.

Chairperson

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

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

APPROVED AS TO FORM:

/s/ Kelly W. Wright 1/3/2018
Deputy District Attorney

ATTACHMENT A

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

THIS MASTER SERVICES AGREEMENT (the “Agreement” or “Master Services 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”), SALT LAKE COUNTY, a body corporate and politic and a political subdivision of the state of Utah (“County”), COPPERTON METRO TOWNSHIP, a municipal corporation (“Copperton”), EMIGRATION CANYON METRO TOWNSHIP, a municipal corporation, (“Emigration”), KEARNS METRO TOWNSHIP, a municipal corporation (“Kearns”), MAGNA METRO TOWNSHIP, a municipal corporation (“Magna”), and WHITE CITY METRO TOWNSHIP, a municipal corporation (White City). Each metro township and the County, through its representation of unincorporated County, may be referred to separately, or collectively as “District Members” or “Members”. Metro Townships (not including unincorporated County) may be referred to as “District Member Metros” or “Member Metros”. The District, the County, Copperton, Emigration, Kearns, Magna, and White City may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. On January 13, 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 residents of 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. These services include (1) road and street construction and maintenance; (2) animal control; (3) planning and development; and (4) municipal parks maintenance; along with related administrative services and Capital Projects (collectively “Municipal Services”).

B. On February 9, 2016, the District and the County entered into a one year renewable interlocal agreement (“Initial Agreement”) whereby the County contracted to provide personnel, services and assets, and to perform specified municipal and other services on behalf of the District that were previously provided by the County for unincorporated areas including townships. Other services included the provision of specified administrative and related services such as Office of Township Services and use of County assets, etc. (“Administrative Services”). The Initial Agreement was renewed by letter dated September 22, 2016.

C. During the 2015 general election, residents of various townships in unincorporated areas in Salt Lake County voted to incorporate. Residents of Millcreek elected to become a city while residents of the following township areas voted to become metro townships: Copperton, Emigration Canyon, Kearns, Magna, and White City. Millcreek and all five (5) metro townships were incorporated on or before January 1, 2017. Under the Initial Agreement, Millcreek and District Members received Municipal Services. Effective June 30, 2017, Millcreek withdrew from the District.

D. In 2015, the Utah Legislature enacted UTAH CODE ANN. § 10-3c-203 (SB 199) which assigns to various county officials and staff the authority and responsibility to fulfill the duties of the treasurer, recorder, clerk, surveyor, engineer, and auditor of each metro township, and to provide budgeting and accounting services for all metro townships. The district attorney

of the county in which a metro township is located may provide legal counsel to the metro township as the county and metro township agree. The County further agrees to provide Justice Court services and Prosecution services for Class B and C misdemeanors and infractions, and to arrange for provision of Indigent Defense services in the Justice Court. Collectively, the services and functions to be performed by the County that are the subject of this recital are referred to as “Operational Services”.

E. Pursuant to the Interlocal Cooperation Act, UTAH CODE ANN. § 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), the County, the District, and all District Member Metros are authorized to enter into this Agreement.

F. This Master Services Agreement addresses the provision of funding, budgeting and accounting necessary to enable the District to pay full costs to the County for Municipal, Administrative and Operational Services to the District, the five (5) metro townships and unincorporated County. Subject to available funding, the Parties intend that the personnel, services, and assets to be provided by the County will be provided on an actual cost basis, and the Parties agree that such actual cost basis is reasonable, fair and adequate compensation to the County for providing such personnel, assets and services.

G. The Parties enter into this Master Services Agreement to describe and delineate the scope of their mutual cooperation and commitment, and to identify Municipal, Administrative and Operational Services levels agreed to by the Parties. This Agreement supersedes and replaces the Initial Agreement between the District and the County.

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:

ARTICLE I COUNTY COMMITMENT

1.1 COUNTY SERVICES

Effective upon execution of this Agreement, the County shall furnish Municipal, Administrative and Operational Services as defined below, including assets and personnel as set forth in this Agreement to the District and to District Members for the term of this Agreement, including extensions and renewals thereof, and as set forth in Attachments “A” through “F”, all of which are incorporated by reference and made a part of this Agreement (at times referenced herein individually as an “Attachment” or collectively as the “Attachments”).

MUNICIPAL SERVICES

A. ROAD AND STREET CONSTRUCTION AND MAINTENANCE SERVICES. The County agrees to provide road and street construction and maintenance services, including roadway and infrastructure engineering, to the District for the benefit of its Members including, but not limited to, design, construction, repair, curb, gutter, sidewalk, street lighting, traffic control lights and signage, striping, snow removal, and local storm drain construction and maintenance. The provision of these 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” and the related engineering services are in Attachment “A-1”

B. ANIMAL CONTROL. The County agrees to provide animal control services to the District for the benefit of its Members. The provision of these services

shall include the use of County personnel, equipment, buildings, supplies, assets, and other County resources. The animal control services, budget and overhead (accounting) are more fully delineated in Attachment “B”.

C. PLANNING AND DEVELOPMENT. The County agrees to provide planning and development services to the District for the benefit of its Members, specifically including planning and development staff services. These services shall also include business licensing, building inspection, and code violation enforcement. The provision of these services shall include the use of County personnel, equipment, buildings, supplies, assets, and other County resources. The business and land use development services, budget and overhead (accounting) to be provided are more fully delineated in Attachment “C”.

D. MUNICIPAL PARKS. The County agrees to provide municipal parks services to the District for the benefit of its Members, including maintenance of metro parks. The provision of these services shall include the use of County personnel, equipment, buildings, supplies, assets, and other County resources. The municipal parks services, budget and overhead (accounting) to be provided are more fully delineated in Attachment “D”.

E. CAPITAL PROJECTS. The County agrees to provide capital projects as directed by the District on behalf of its Members as identified in the County’s budget and as provided for in the District’s budget. All capital projects completed by or for the County shall be delivered to the District “turnkey”, fully complete, inspected, approved and paid for by the County and ready for operation. Upon completion of each such capital project, the County shall be responsible for the

operation and maintenance of the same as part of the appropriate Service to which the capital project relates.

ADMINISTRATIVE SERVICES

F. ADMINISTRATIVE SERVICES. The County agrees to provide Administrative and support services to the District and to its Members, where applicable, including revenue collection services; financial accounting, bookkeeping and reporting (clerk) services; budgeting, treasurer services; purchasing (procurement); human resources; information services; community liaison and engagement; economic development; administration and management of project areas created by the Redevelopment Agency of Salt Lake County as authorized by interlocal agreement between the County and the Redevelopment Agency; and similar services. The provision of these services shall include the use of County personnel, equipment, buildings, supplies, assets, and other County resources. The provision of community reinvestment initiatives for new or proposed community reinvestment project areas may be established through separate interlocal agreements executed between the Redevelopment Agency of Salt Lake County and each District Member Metro. Administrative Services are delineated in Attachment "E".

OPERATIONAL SERVICES

G. OPERATIONAL SERVICES. The County will provide Operational Services to District Member Metros, as provided by law and as otherwise agreed herein, and/or in one or more separate agreements, including budgeting and accounting services, treasurer services, clerk and recorder services, surveyor services, auditor

services, and engineering services. The provision of legal services by the Salt Lake County District Attorney's office shall be established through separate interlocal agreements executed between the County and each District Member Metro consistent with this Agreement and in full compliance with Utah Rules of Professional Conduct. The County further agrees to provide Justice Court services and Prosecution services for Class B and C misdemeanors and infractions, and to arrange for provision of Indigent Defense services in the Justice Court. The provision of these Operational Services shall include the use of County personnel, equipment, buildings, supplies, assets, and other County resources. The Operational Services are delineated in Attachment "F".

SERVICES NOT COVERED BY THIS MASTER AGREEMENT

It is expressly understood and agreed by the Parties that police and fire services are provided by the Salt Lake Valley Law Enforcement Service Area (SLVLESA) through the United Police Authority (UPD), by Valley Emergency Communications, and by the Unified Fire Service Area (UFSA) through the Unified Fire Authority (UFA) respectively. Notwithstanding, County will work cooperatively with public safety partners to provide the best public safety response possible to District Member Metros. Waste and recycling services will be provided by Wasatch Front Waste and Recycling District (WFWRD).

1.2. SCOPE

The County shall perform the Services in a professional, reasonable and responsive manner in compliance with all applicable laws, ordinances and regulations (including but not limited to all applicable environmental and safety regulations) and consistent with the agreement of the Parties, and such other applicable requirements and standards of performance.

Subject to the foregoing, the exact nature of how the Services are to be provided, the discipline of personnel, the maintenance of County assets and any other matters incidental to providing the Services shall remain with the County in its sole discretion after consultation with the District and/or the impacted Member Metro. Subject to paragraphs 5.1 and 5.2 of this Agreement, the Parties further agree to acknowledge in writing prior to the end of each calendar year during the term of this Agreement, which Services will continue to be provided by the County for an additional calendar year and which Services will be discontinued upon expiration of the then current calendar year. In addition, each of the 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. Furthermore, it is the intention of the Parties that the provision of the Services hereunder and the contracting of the relevant County personnel may, at some point in time, transition away from the County to the District or to an interlocal cooperation entity created by the County and the District, possibly in conjunction with one or more municipalities. Such complete or partial transition will occur when the Parties agree to the transition and shall be upon such terms and conditions as the Parties may agree to at that time, and such transition shall not be subject to the termination requirements and deadlines otherwise set forth herein.

1.3. COUNTY ASSETS

As provided herein, the provision of Services shall include the use of all County equipment, buildings, supplies, assets (including vehicles), and other resources (the “Buildings and Assets”) necessary to provide the Services. The County shall at all times retain management authority and control over its buildings and assets. The responsibility to insure, maintain, and repair the buildings and assets shall at all times remain obligations solely of the County. The

cost to the District for the use of the buildings and assets shall be incorporated in and included as part of the District's budget as mutually agreed by the County and the District.

1.4 INDEPENDENT CONTRACTORS.

The relationship of the County, and of any County employee, with the District under this Agreement shall be that of an independent contractor. The County 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 and the County, or the County's employees, of employer and employee, partners, or parties to a joint venture. Should the District or District Member Metro have any criticism, concern, or recommendation regarding any County employee, specifically or generally, the District or a Member Metro may raise it directly with the head of the County department or division under which the employee operates. The County shall diligently and appropriately address an issue raised by the District or District Member Metro and report back to the District or District Member Metro, as appropriate.

The relationship of the County, and of any County employee with each District Member Metro under this Agreement for the provision of Operational Services shall be defined by statute or by separate interlocal agreement in the case of legal services, or as otherwise provided herein. For all other services, the relationship of the County, and of any County employee with each

District Member, excluding unincorporated County, shall be that of an independent contractor consistent with the above paragraph.

In performing the Services, the County shall furnish and supply all necessary labor, supervision, equipment communication facilities, uniforms, badges, and other items necessary and incident to the provision of the subject Service 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 County. As provided herein, the Services shall be provided and supervised by County employees. County employees shall remain County employees for all legal purposes, including salary, rights, and benefits, and shall retain their respective seniority, merit status, and all other conditions of County employment except as otherwise provided in a separate agreement.

1.5 REPORTS AND NOTICE OF PERFORMANCE. The County shall provide the following reports and notices:

- A. MONTHLY REPORTS. On a monthly basis, the County shall provide the District General Manager, District Board, and each District Member Metro, a summary budget update for the District and District Member Metro based on available information in form and content agreeable to the District General Manager, the District Member Metro and the County.
- B. QUARTERLY REPORTS. On a fiscal quarter basis, the County shall provide to the District a written report that includes a list of all District expenditures for each category of Service outlined in section 1.1(A-G) of this Agreement, based on available information and in form and content agreeable to the District General Manager, the District Member Metro and the County.

C. ANNUAL REPORT. Annually, the County shall provide an unaudited report for each category of Services outlined in section 1.1(A-G) of this Agreement, and present such report to the District at a regularly scheduled meeting of the District's governing body held during the month of March. The annual report shall summarize the information from the quarterly reports, demonstrate the performance level of the County over the previous year, and demonstrate that the County has complied with all of its obligations under this Agreement.

Performance and emphasis goals will be presented and discussed for the following year during the term of this Agreement. The audited report will be provided when it becomes available, but not later than August 31.

D. PERFORMANCE REPORTS. The County will provide upon request a general performance report or update to the District and its Member Metros in form and content agreeable to the District General Manager, the District Member Metro and the County, regarding Services generally or regarding a specified Service, including road and construction maintenance, animal control, planning and development, and parks.

E. COMPLAINTS AND EXCEPTIONAL BEHAVIOR. Except for emergencies, all complaints regarding Services listed in Section 1.1(A-G) shall be referred to the County and the County shall be responsible for resolution of such complaints in consultation with the District and/or District Member Metros as appropriate. On a regular basis, the County shall provide to the District copies of any written complaint(s) received regarding the Services. The County need not provide such information if the County 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, it may be shared with the District and District Member Metros 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 County shall provide to the District copies of any written documents demonstrating commendable behavior regarding the provision of any Service. These documents may be used by the District to help measure the performance of the County in fulfilling its obligations under this Agreement.

F. SERVICE EMERGENCIES. Municipal Service complaints that are of an emergency nature or requests for municipal services identified above in Section 1.1(A-E) shall be resolved by the County division or department providing the subject service in accordance with standards employed by a modern, well equipped division or department.

G. ADDITIONAL DISCLOSURE AND POLICY DEVELOPMENT. From time to time, the County shall, upon request of the District Board or District General Manager, provide to the District Board and District General Manager private, 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.

1.6 COORDINATION

County agrees to cooperate, communicate and work closely with the District General Manager and District Member Metros to ensure the timely performance of the Services as provided herein, including follow up with all Parties as the need may require or as requested.

ARTICLE II DISTRICT COMMITMENT

2.1 POLICY.

Subject to available funding and resources, the Parties acknowledge and agree that, after considering input from District Members, 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 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.

2.2 BUDGETING AND ACCOUNTING.

The Parties agree that the District shall be responsible for funding all costs associated with the Municipal, Administrative and Operational Services identified herein as well as funding for each Member's budget. Each year the District's budget will be prepared, reviewed and approved with input from its Member Metros and the County based upon reasonably anticipated needs of the District and each of its Members. The budgeting process will comply with applicable statutes and generally accepted fiscal procedures.

2.3 SERVICE COSTS

Subject to available funding, the minimum contract amount to be paid for any Service, as set forth in the District budget, which, under generally acceptable fiscal practices, will necessarily include a fund balance, is based on actual County costs to purchase, own, operate and maintain the equipment and materials and to employ the personnel necessary to provide the

budgeted level of the Service. The District agrees to pay County the budgeted contract amount identified by the District Budget to cover these base costs less offsets for income attributable to the subject Services received by the District and its Members. Actual costs, including prorated minimum contract amounts and costs for Services requested by the District in excess of the minimum, will be billed to the District monthly.

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 reimburse the County for actual full costs of the work performed, including labor, equipment, materials and indirect costs, as outlined in this Agreement.

2.4 CHANGES IN LEVEL OF SERVICE. The District may modify (increase or decrease) the level of any specified Municipal or related Administrative Service or accelerate the timing of any component of the same if the District provides at least ninety (90) days prior written notice to the County of such change and, in the event of an increase, the County approves such change or modification and a modified rate schedule. The County shall use its best efforts to provide any increase in a Service requested by the District. The amount due for such increase or decrease shall be agreed to by the Parties in good faith and shall accrue as of the date the modified Service becomes effective and shall be due and payable as provided in Article IV below.

2.5 COORDINATION

The District's General Manager agrees to cooperate, communicate and work closely with District Member Metro chairs and County representatives to facilitate the performance of the Services herein, including timely follow up with all Parties as need may require.

ARTICLE III MEMBER METRO COMMITMENT

3.1 ORDINANCES AND POLICIES.

To facilitate the provision of Services herein, and recognizing the County's reliance on applicable local laws and regulations in the performance of those Services, each Member Metro agrees to provide County representatives with copies of current resolutions, ordinances, rules and regulations that pertain to the Services identified herein as well as provide timely amendments and updates to resolutions, ordinances, rules and regulations. Each Member Metro shall retain its respective policy decision-making power and authority with regard to enacting municipal ordinances, land use regulations, and other police powers as provided pursuant to law.

3.2 BUDGETING AND ACCOUNTING

Each Member Metro agrees that the District shall be responsible for funding all costs associated with the Municipal, Administrative and Operational Services, as well as Member Metro specific budgets as provided herein. Member Metro specific budgets will be for administrative costs associated with specific Member Metro needs, *e.g.*, office equipment, supplies, legal services other than by interlocal agreement with the County District Attorney's Office, etc. Member Metro budgets shall be set by their respective councils with assistance by County staff and administered as an Operational Service by County staff as outlined by the Uniform Fiscal Procedure Act for Utah Cities (See, UTAH CODE ANN. §10-6-101 et seq.). Member Metros 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 Municipal Services anticipated to meet the reasonable municipal service needs of each Member Metro.

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 reimburse the

County for the total actual costs of the work performed, including labor, equipment, materials and indirect costs for all Municipal, Administrative, and Operational Services, as outlined in this Agreement.

3.3 OPERATIONAL SERVICES.

Operational Services to Member Metros are defined by statute. Member Metros recognize these services will be performed by County officials and employees who remain subject to County ordinances, policies, rules and regulations. Such services shall be provided and supervised by County employees who shall remain County employees for all legal purposes, including salary, rights, and benefits, and shall retain their respective seniority, merit status, and all other conditions of County employment. Costs associated with Operational Services will be provided on an actual cost basis as required by law, and the Parties agree that such actual cost basis is reasonable, fair and adequate compensation to the County for providing such personnel, assets and services. The Operational Services budget will include a fund balance consistent with generally accepted fiscal procedures. Member Metros shall retain final decision-making authority with regard to the level and scope of Operational Services provided under this Agreement consistent with statutory guidelines, provided, however, that subject to budgeted levels of service and available funding, the District will reimburse to the County not less than actual full costs as provided by law.

3.4 COORDINATION

Member Metros agree to cooperate, communicate and work closely with the District General Manager and County representatives to facilitate the performance of the Services herein, including timely follow up with all Parties as need may require.

ARTICLE IV FUNDING

4.1 FUNDING SOURCES

As authorized pursuant to UTAH CODE ANN. § 17B-2a-1109, a county, or, subject to Section 17B-2a-1108, a municipality (including cities and metro townships) involved in the establishment and operation of a municipal services district may fund the operation and maintenance of the district through the sharing of sales tax revenue for district purposes. In addition, the District shall, through use of County revenue collection services and upon final approval by each District Member Metro, collect on behalf of the Member Metro all fines, fees, charges, levies and other payments, that may be imposed by the District or District Member Metros necessarily required for the Services to be performed. *See*, UTAH CODE ANN. § 10-3c-205. As authorized by law and upon District Board approval, the District may at a later date levy and impose a property tax. To the maximum extent authorized by law and as expressly provided by UTAH CODE ANN. § 11-13-215, the Parties agree to share their taxes and other revenues with every other Party herein, except as such tax or other revenue may be expressly restricted by law, to fund Municipal, Administrative and Operational Services consistent with the terms and conditions of this Agreement. The sustainability of this Agreement is contingent upon the continuing receipt and sharing of Sales Tax Revenues and all fines, fees, charges, levies or other payments and assessments that may be imposed and other revenues authorized by the District, District Member Metros or the County that are associated with the Services to be provided herein.

4.2 SALE AND USE TAX

All Sales Tax Revenues from the District service area shall be collected, distributed and accounted for by the County for the District and its Members as soon as practicable, whether through operation of law or by agreement herein and whether imposed by District Member. The

Parties agree that the collection and remission of Sales Tax Revenues from the District service area to the District shall continue unabated notwithstanding the transition from unincorporated County to District Member Metros or transitioning away from County services.

4.3 CLASS B AND C ROADS ACCOUNT REVENUES

Pursuant to UTAH CODE ANN. §17B-2a-1108 (2017) and §72-2-108, and as otherwise provided by law, transportation funds equal to the amount of class B and class C road miles within District Members shall be collected, distributed and accounted for on behalf of the District and its Members, by the County to fund the provision of Services herein.

4.4 CABLE FRANCHISE FEES.

All cable franchise fee revenue arising from the District service area shall be collected, distributed and accounted for by the County for and on behalf of the District and its Members, to fund the provision of Services herein.

4.5 FEES AND CHARGES

The County shall collect, on behalf of the District and its Members, all fees and charges established by each Member or by the District for the Services performed by the County. The County shall retain all such fees and charges and provide an offset for the same in accordance with section 2.3 of this Agreement, where the County agrees to provide an offset for income attributable to the subject Services received by the District and its Members. To the extent necessary, the District and District Member Metros authorize the County to pursue the efficient collection and enforcement of all fees, assessments, and fines within the District service area for services provided by the County. District Members shall maintain in effect valid fee ordinances for Municipal Services, including road and street construction and maintenance services, planning and development, and municipal parks. Fees associated with Animal Control will be

established by the County while providing that service. When necessary, District Members shall pass a resolution delegating authority to the County to collect and distribute such fees to the District. Copies of these resolutions shall be maintained by the District and shall be made available to any person upon request.

4.6 GRANTS

Any and all grants, donations, and contributions applicable to capital projects or to any other Service identified in Attachments “A” through “F” for use in the District service area, shall be collected, distributed to the District and accounted for by the County while providing services for the District and its Members to fund the provision of Services herein.

4.7 REMITTANCE. The division or department of the County that provides any of the Services to the District specified in this Agreement shall bill the District on a monthly basis for the Services rendered as set forth in the Attachment applicable to the subject Service or as otherwise agreed to in writing by the Parties. Each County division or department shall submit the monthly billing to the District, with the invoice presented to the District General Manager for review and approval, within forty-five (45) days after the end of each month during which any Service was provided. The billing shall cover all Services provided by the County division or department during the monthly billing period, contain such detail as desired by the District, and fully comply with the requirements stated in the applicable Attachment. The District shall remit payment for Services within forty-five (45) days after the date of receipt of any undisputed bill to:

Salt Lake County Public Works and Municipal Services
Attn: Fiscal Manager
2001 South State Street, Room N3-600
Salt Lake City, UT 84050

If the date a payment is due and payable falls on (i) a legal holiday recognized by either the County or the District, (ii) a Saturday, (iii) a Sunday, or (iv) another day on which weather or other conditions make the relevant County office inaccessible, then the payment shall be due and payable on the next day which is not one of the aforementioned days. If any required payment is not remitted to the County as and when due, the County shall be entitled to recover interest thereon at the rate of one percent (1%) per calendar month, to accrue from and after the date the remittance is due and payable.

Subject to all limitations herein, the District shall pay to County the cost of Services as reasonably determined by the County and as set forth in the annual District budget and subsequent amendments to that budget, as approved by the District Board. Each fund in the District's budget shall maintain a fund balance consistent with generally accepted fiscal procedures and best practices. The District shall reimburse the County for the cost of the work performed for the District, including labor, equipment, materials, and indirect costs, if any, as outlined in the approved budget and provided herein.

The County agrees to provide a minimum of three (3) months advance written notice to the District before increasing any price or cost to the District as provided herein, to be applicable during any subsequent calendar year, including an explanation of any anticipated price increase for any Service for the next calendar year. Should the District dispute the County's proposed cost increase, the parties agree to work together in good faith to come to a resolution, including the use of mediation through a mediator jointly retained by the County and the District. Should the parties be unable to reach agreement, the District shall be free to secure the subject Service from any other service provider and/or to retain personnel, materials, equipment, etc. as

necessary or appropriate for the District to provide the same, whereupon this Agreement shall terminate respecting such Service, but not otherwise.

The Parties recognize, understand and agree that the Services to be provided by the County to the District pursuant to this Agreement are not to be a “profit center” for the County but, rather, are intended to cover the County’s reasonable actual costs incurred in providing each Service. 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).

4.8 NON-FUNDING. 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.

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.

4.9 DETERMINING FULL COST FOR SERVICES

The process for determining full cost for Municipal, Administrative and Operational Services shall be as follows:

(A) By August 15 of each year, each elected official and County staff providing Municipal, Administrative or Operational Services shall provide the District an estimate of costs for the upcoming budget year based on the best available information, which will include all direct and indirect costs. Each elected official and County staff shall disclose to the District and District Member Metros how costs for Municipal, Administrative and Operational Services were determined, including how all direct and indirect costs were estimated, and will provide relevant time or billing records for the current year.

(B) The District will budget for each Municipal, Administrative and Operational Service to District Members based in part on the County's good faith estimate, recognizing that various Member needs will fluctuate from year to year.

(C) During the year, each elected official and County employee providing Municipal, Administrative, or Operational Services will maintain accurate records of such services.

ARTICLE V TERM OF AGREEMENT

5.1 EFFECTIVE DATE AND TERM. 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, and shall continue in

full force and effect from year to year thereafter for 50 years, unless previously terminated as provided herein.

5.2 TERMINATION. Pursuant to UTAH CODE ANN. § 11-13-206(1)(a), the Parties agree that this Agreement will continue from year to year unless terminated. This Agreement may be terminated *without cause* by either the County or the District upon at least one year's prior written notice to the other Parties, as provided in this Paragraph 5.2, or upon the District and the County's failure to agree upon the cost to be paid by the District during any future calendar year as provided in Paragraph 4.7 above. This Agreement may be terminated *with cause* by a Party with reasonable accommodation to the other Parties as circumstances necessitate.

ARTICLE VI NOTICES

6.1 WRITTEN NOTICE. For purposes of communicating and maintaining ongoing contract management, written notices will be 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
With a copy to	Counsel for the District
COUNTY:	Salt Lake County Director of Public Works and Municipal Services
With a copy to	Salt Lake County District Attorney Attn: Chief Deputy District Attorney
COPPERTON	Copperton Metro Township Chair
EMIGRATION CANYON	Emigration Canyon Metro Township Chair
KEARNS	Kearns Metro Township Chair

MAGNA: Magna Metro Township Chair

WHITE CITY White City Metro Township Chair

A written notice shall be effective immediately upon 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.

ARTICLE VII INSURANCE

7.1 LIABILITY

A. GOVERNMENTAL IMMUNITY ACT. The District, the County and District Member Metros 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.

B. INDEMNIFICATIONS. The County shall defend, indemnify, save and hold harmless the District and District Member Metros, including, without limitation, their elected and appointed officers, and their employees and consultants, from and against any and all demands, liabilities, claims, damages, actions, and/or proceedings in law or equity, including reasonable attorney fees and costs of suit, relating to or arising from the County providing Services to the District or District Member Metros. Similarly, the District and District Member Metros shall defend, indemnify, save 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, relating to or arising from actions of the District or District Member's agents, officers or employees, except such demands, liabilities, claims, damages, actions or proceedings as may result from the negligence or misconduct of the County, its elected or appointed officers or employees.

C. INSURANCE. The County shall be responsible for insuring all of its employees, Buildings and Assets (including the capital projects to be provided as set forth in Attachment "G" as and when they are constructed or installed), 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 County, the District, and District Member Metros in such amounts as may be prudent or legally required to protect against

any and every risk, loss, cost, damage and/or liability respecting the provision of the Services, the County's employees, the Buildings and Assets as described above, etc. Notwithstanding the foregoing, the District and District Member Metros acknowledge that the County may be self-insured as deemed prudent by the Salt Lake County Council. The District and District Member Metros may carry such additional insurance as may be deemed prudent by their governing bodies.

7.2 It is further expressly understood and agreed by the Parties that the County will not provide risk management or independent legal services except as provided herein and/or in a separate agreement with each Metro, and aside from the legal and risk review necessary to competently perform the Services provided within this Agreement. The District and District Member Metros agree to review all policy and discretionary decision making with their own legal independent counsel and insurers to provide direction to the County as the contractor in performing directed services, and the County agrees to comply with all lawful directions from the District and from District Member Metros.

ARTICLE VIII DISPUTE RESOLUTION

8.1 CLAIMS AND DISPUTES. In the event of a claim or dispute between the Parties regarding a Service, the Parties agree (without limiting any and all other legal and equitable remedies) that a representative of the District and a representative from the affected District Member Metro will meet as soon as practical with a representative of the County to discuss and attempt to resolve such dispute. If a resolution is not forthcoming, then the aggrieved Party may file a discrepancy report with the General Manager of the District or the Director of the Public Works and Municipal Services Department of the County (as the case may

be). The discrepancy report shall be in writing and shall contain a detailed description of the dispute and the aggrieved Party's proposed resolution of the dispute. The Party receiving the discrepancy report shall then have ten (10) days to notify the aggrieved Party in writing of its agreement or disagreement with the proposed solution of the dispute described in the discrepancy report.

8.2 **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 Services 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 Services and the District shall continue to make payments to the County for Services actually provided in accordance with the terms of this Agreement. District Members shall continue to perform their commitments under this Agreement.

8.3 **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.

ARTICLE IX INTERLOCAL COOPERATION ACT

9.1 **COMPLIANCE WITH UTAH CODE ANN. 11-13-101 ET SEQ.** The Parties enter into this Agreement pursuant to the 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 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 paragraph 5.1 above.
- D. 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 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 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.
- E. Any or all of the Services which are the subjects of this Agreement may be terminated or removed from this Agreement as provided in Article V.
- 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 the Mayor of the County shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the County. Each District Member Metro chair shall have the full authority and responsibility to administer the cooperative undertaking on behalf of that Member Metro. 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.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 APPLICABLE LAW. The provisions of this Agreement shall be governed by and be construed in accordance with the laws of the state of Utah.

10.2 INTEGRATION. This Agreement constitutes the entire agreement between the Parties regarding those subjects that are the subject matter of this Agreement, and this Agreement supersedes all prior agreements and understandings between the Parties.

10.3 WAIVER. No failure by any Party to insist upon 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 any other covenant, agreement, term, or condition of this Agreement. 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 condition 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.

10.4 AMENDMENT. The Parties may amend this Agreement in a writing duly signed by all Parties.

10.5 NO AGENCY. Agents, employees, or representatives of any Party shall not be deemed to be agents, employees, or representatives of any other Party.

10.6 TITLES AND CAPTIONS. All paragraph and subparagraph titles and captions herein are for convenience only. Such titles and captions shall not be deemed to be 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.

10.7 SEVERABILITY. In the event that any condition, covenant, or other provision hereof is held to be invalid, void, or unenforceable, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant, condition, or provision herein contained. If such condition, covenant, or 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.

10.8 TIME. Time is the essence hereof.

10.9 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.

10.10 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this Agreement to be duly executed effective as provided in Paragraph 5.1 hereof.

GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT

By: _____
Chair

Date: _____

APPROVED AS TO FORM

Attorney representing Greater Salt Lake
Municipal Services District

SALT LAKE COUNTY

By: _____
Rick Graham,
Deputy Mayor, Public Works & Municipal
Services

Date: _____

APPROVED AS TO FORM

/s Kelly W. Wright 12/21/2017
Salt Lake County Deputy District Attorney

COPPERTON METRO TOWNSHIP

By: _____
Chair

Date: _____

APPROVED AS TO FORM

Attorney representing Copperton Metro
Township

KEARNS METRO TOWNSHIP

By: _____
Chair

Date: _____

APPROVED AS TO FORM

Attorney representing Kearns Metro
Township

WHITE CITY METRO TOWNSHIP

By: _____
Chair

Date: _____

EMIGRATION CANYON METRO
TOWNSHIP

By: _____
Chair

Date: _____

APPROVED AS TO FORM

Attorney representing Emigration Canyon
Metro Township

MAGNA METRO TOWNSHIP

By: _____
Chair

Date: _____

APPROVED AS TO FORM

Attorney representing Kearns Metro
Township

APPROVED AS TO FORM

Attorney representing White City Metro
Township

ATTACHMENT "A"

Road and Street Construction and Maintenance Services

Scope:

Public Works Operations

Provide comprehensive road maintenance and construction services including: snow removal, slurry and crack seal, pot hole patching, asphalt patching, surface clean-up, sweeping, pavement management, major and minor pavement maintenance, road cut inspections, traffic signal construction and maintenance, traffic signs and road striping, concrete construction, street sweeping, and storm drain installation and maintenance. Provide street lights for the streets and neighborhoods of the District service area. Services include maintenance of street lights and payment of street light power bills. Other services provided include: sidewalk inventory, tree trimming, and graffiti cleanup.

Budget: Subject to available funds, the District shall pay to the County the actual cost of services as set forth in the annual District budget and subsequent amendments to that budget, as approved by the District Board. Please see approved and adopted District Budget.

Overhead: County Indirect Costs associated with the District Board of Trustees, Mayor's Administration, Mayor's Operations, County Auditor, District Attorney, Real Estate, Information Services, Contracts and Procurement, Human Resources, Governmental Immunity, Records Management, Risk Management and Mayor's Finance are included in the overhead charges. Overhead charges are billed one (1) year in arrears. Overhead from former members of the District will not be included. The costs to the County for providing overhead to the District will be billed when the County has completed the indirect cost plan and has the actual expenses to bill. For purposes of this contract the amount of overhead that will be billed on behalf of the County in the subsequent year will be approximated by the amount in the current year. A copy of the County Indirect Plan will be provided on request.

ATTACHMENT “A-1”
Public Works Engineering Services

Scope:

Provides planning, engineering design services, and construction/inspection management services for transportation, roadway and storm drain construction in the District Service Area, and weed abatement. Additionally, permit administration, traffic calming, safer sidewalk programs and the District’s UPDES storm water quality permit are managed for the District Service Area. Review new development plans and subdivisions for compliance with codes and ordinances.

Budget: Subject to available funds, the District shall pay to the County the actual cost of services as set forth in the annual District budget and subsequent amendments to that budget, as approved by the District Board. Please see approved and adopted District Budget. **NOTE:** The District General Manager will retain the authority, to the extent delegated by the District Board, to approve all field change orders or other budgetary matters impacting the cost of the project services within the approved budget.

Overhead: County Indirect Costs associated with the District Board of Trustees, Mayor’s Administration, Mayor’s Operations, County Auditor, District Attorney, Real Estate, Information Services, Contracts and Procurement, Human Resources, Governmental Immunity, Records Management, Risk Management and Mayor’s Finance are included in the overhead charges. Overhead charges are billed one (1) year in arrears. Overhead from former members of the District will not be included. The costs to the County for providing overhead to the District will be billed when the County has completed the indirect cost plan and has the actual expenses to bill. For purposes of this contract the amount of overhead that will be billed on behalf of the County in the subsequent year will be approximated by the amount in the current year. A copy of the County Indirect Plan will be provided on request.

ATTACHMENT “B”
Animal Control Services

1. **Scope of Services.** The County shall furnish all animal control services reasonably needed by the District and as set forth in this agreement (“Animal Control Services”) to the District within the service area limits of the District (the “District Limits”).

2. **Description of Minimum Level of Animal Control Services.** Continuously throughout the term of this Agreement, the County shall provide, at minimum, the following Animal Control Services within the District Limits:

a. ***Administrative.*** Administrative personnel, equipment, and supplies necessary to support modern, well-equipped animal control department in compliance with all applicable laws and standards. This includes customer services, such as providing information to customers who come to the shelter or contact the shelter by telephone or other electronic means, including services available, animal information, ordinance information, and various other resources.

b. ***Licensing.*** Personnel, equipment and supplies to support a modern, well-equipped animal licensing program, including, without limitation, (1) collecting license fees, (ii) issuing licenses, (iii) enforcing license requirements, and (iv) enforcing and supporting special programs such as rabies clinic and neuter/spay clinics.

c. ***Regulating.*** Personnel, equipment, and supplies necessary to support a modern, well-equipped animal regulation program, including without limitation, (i) a regular and systematic program of animal control enforcement; (ii) enforcement of state laws and regulations and municipal ordinances (and amendments thereto including, without limitation, issuing citations and promptly transmitting information copies of such citation to the Metro); and (iii) providing on an emergency basis, as described below, a fully-equipped animal control unit which shall respond to requests from within the District Limits 24 hours per day, 7 days per week.

d. ***Controlling and Shelter Services.*** Personnel, equipment and supplies necessary to support a modern, well-equipped animal control program, including, without limitation, (i) catching stray domestic animals; (ii) operating and managing a modern well-equipped animal control shelter; (iii) impounding stray animals; (iv) collecting any fees or fines owed for such stray or impounded animals; (iv) providing temporary housing and care for all animals coming into the shelter from within the District Limits, including companion animals and livestock; (v) providing medical treatment for animals while in temporary shelter care; and (vi) providing low cost wellness services to the low-income community members in the service area, including vaccinations and sterilizations.

e. ***Special Programs.*** Personnel, equipment, supplies, and volunteers necessary to support the following programs: Outreach and education, Rescue/Foster, Animal Behavior, The Pit Crew, Trap-Neuter-Release, Humane Education, and any other programs developed by County Animal Services to improve services to the community. These programs are responsible for ensuring a steady live release rate by reducing in-taking and increasing animal placement. These programs are provided in order to maintain the County’s “No-Kill” Status.

f. ***Boyce Pet Adoption Endowment.*** Provide interest income which will be used exclusively to support pet adoption programs.

g. ***Others.*** Personnel, equipment and supplies necessary to provide other related support services, including, without limitation, (i) selling impounded animals in accordance with reasonable animal control procedures; (ii) an adoption program for impounded animals; (iii) disposing of impounded animals in its sole and absolute discretion (“disposing” shall mean euthanizing impounded animals or otherwise killing impounded animals in a humane fashion); (iv) disposing of animal carcasses in accordance with reasonable animal control procedures; and (v) handling injured or sick animals.

3. **Personnel Assigned Within District Limits.**

a. ***Animal Control Officer Assigned to District.*** In order to provide Animal Control Services to the District, County shall provide the personnel, equipment and supplies necessary to provide such Animal Control Services. The County shall develop and maintain in effect policies to insure that such full-time animal control officers will work primarily within the service area on cases originating in the District limits between the hours of 7:00 AM and midnight; provided, however, that the animal control officers may be called to assist temporarily in other areas of unincorporated county or adjoining municipalities when common sense dictates.

b. ***Emergencies.*** In order to provide Animal Control Services to the District at such times not covered by Section 3(a) and to provide additional support during the times covered by Section 3(a), the County shall provide the personnel, equipment and supplies necessary to make an animal control officer available or on call twenty-four hours per day, three hundred sixty-five (365) days per year.

4. **No-Kill Status.** County agrees to maintain its “No-Kill” Status for the duration of this agreement by maintaining programs listed in (2)(e) and implementing new programs to assist in this effort. Each Party agrees that it will take no action to compromise the County’s “No-kill” Status and associated programs.

5. **Certification.** All personnel providing Animal Control Services within the District Limits shall have the same certification, meet the same requirements and, on average, have a similar level of experience, as other personnel regularly employed by Animal Control.

6. **Services Performed in a Professional, Ethical Manner.** The Animal Control Services shall be provided by County in a professional, ethical manner in compliance with all laws and any and all applicable standards of performance. Subject to the foregoing, the exact nature of how the Animal Control Services are to be provided, the discipline of personnel, and other matters incidental to providing the Animal Control Services shall remain with the County.

7. **Special Situations.** The County shall provide special animal control services to the District without charge upon reasonable advance notice from the District if such special services (a) are regularly and routinely provided to any municipality in the County without charge, or (b) provided by the County on an actual out of pocket (marginal) cost without material additional cost to the County. Otherwise, any special animal control services requested by the District shall be provided by the County.

8. **Equipment and Facilities.**

a. ***Equipment.*** In providing Animal Control Services, the County shall furnish and supply all necessary labor, supervision, equipment, supplies, communication

facilities, uniforms, badges, firearms, and other items of equipment necessary and incident to a modern, well-equipped Animal Control Services department.

b. **Facilities.** In connection with its performance of Animal Control Services, the County shall continue to maintain and operate its animal control facility at 511 West 3900 South, Millcreek, Utah 84123.

9. **Collection of License Fees and Payment for Services.**

a. **County Collect and Record License Fees.** Each District Member will maintain in effect a license fee ordinance compatible with the license fee ordinance currently imposed by the County. Throughout the term of this Agreement, the County shall collect on behalf of the District and District Member all license fees, assessments, impound fees or fines (collectively, the "License Fees") and other applicable charges for Animal Control Services performed within the City Limits. The amounts so collected shall be recorded by the County. The County will keep the fees to offset costs.

b. **Budget.** Subject to available funding, the District shall pay to County the actual cost of Services as set forth in the annual District budget and subsequent amendments to that budget, as approved by the District Board. Please see approved and adopted District Budget.

c. **Overhead.** County Indirect Costs associated with the District Board of Trustees, Mayor's Administration, Mayor's Operations, County Auditor, District Attorney, Real Estate, Information Services, Contracts and Procurement, Human Resources, Governmental Immunity, Records Management, Risk Management and Mayor's Finance are included in the overhead charges. Overhead charges are billed one (1) year in arrears. Overhead from former members of the District will not be included. The costs to the County for providing overhead to the District will be billed when the County has completed the indirect cost plan and has the actual expenses to bill. For purposes of this contract the amount of overhead that will be billed on behalf of the County in the subsequent year will be approximated by the amount in the current year. A copy of the County Indirect Plan will be provided on request.

ATTACHMENT “C”
Planning and Development Services

Scope:

Building Permits – Provide building permits within the area served by the District.

Business Licensing – Provide business licensing within the area served by the District.

Building Inspection – Assure that structures and improvements are built in compliance with approved plans and in compliance with the appropriate building codes. In addition, this team is essential to responding to emergencies when structures are damaged due to natural or man-made disasters.

Code Enforcement – Assure that on-going operation of properties and businesses is in compliance with applicable state and local laws and ordinances.

Planning and Zoning – Provide the resources to create general plans for communities for the purpose of ensuring that future development is consistent with community best practices. Assist the public and the Regional Development Department in selecting the most efficient path to achieve the desired building permit for any project. Provide staffing support for planning commissions to make the public review portion of the permitting process as efficient as possible. Issue business licenses and building permits in accordance with state, county and local regulations. Provide any other assistance that is reasonably related to the Members’ planning and zoning responsibilities. There is an emphasis on applying regulations to achieve the highest level of public safety reasonably possible. County will provide any other assistance requested by Member Metros relating to their planning and development.

Budget: Subject to available funding, the District shall pay to County the actual cost of Services as set forth in the annual District budget and subsequent amendments to that budget, as approved by the District Board. Please see approved and adopted District Budget.

Overhead: County Indirect Costs associated with the District Board of Trustees, Mayor’s Administration, Mayor’s Operations, County Auditor, District Attorney, Real Estate, Information Services, Contracts and Procurement, Human Resources, Governmental Immunity, Records Management, Risk Management and Mayor’s Finance are included in the overhead charges. Overhead charges are billed one (1) year in arrears. Overhead from former members of the District will not be included. The costs to the County for providing overhead to the District will be billed when the County has completed the indirect cost plan and has the actual expenses to bill. For purposes of this contract the amount of overhead that will be billed on behalf of the County in the subsequent year will be approximated by the amount in the current year. A copy of the County Indirect Plan will be provided on request.

**ATTACHMENT “D”
Municipal Parks Services**

Scope:

Parks maintained: Big Bear, Bruce Field, Canyon Rim, Copperton, David Gourley, Elk Run, Fortuna, Impressions, Kearns Linear, Loder, Magna Copper Park and Garden, Magna Mantle and Mini’s, Magna Neighborhood, Mountain Man, North Park, Oquirrh Highlands and Basin, South Park, Sunnyvale, and Welker Memorial.

Services Provided:

Administration: Administrative oversight of the County Park Sections’ day-to-day operations: budget utilization and monitoring, and operations that includes maintenance salaries and wages, vehicle replacement, fuel, equipment, and capital equipment that are not practical to budget in a specific park location, bicycle lanes.

Parks, Trails, and Open Space: Maintenance costs for each individual park site, i.e., plumbing supplies, irrigation components, paint, graffiti removal, electrical and lighting components, playground maintenance, seasonal caretaker, utilities, power, water, gas, fertilizer, weed spraying, tree maintenance, ground maintenance, snow removal, turf maintenance and trail maintenance.

Budget: Subject to available funding, the District shall pay to County the actual cost of Services as set forth in the annual District budget and subsequent amendments to that budget, as approved by the District Board. Please see approved and adopted District Budget.

Overhead: County Indirect Costs associated with the District Board of Trustees, Mayor’s Administration, Mayor’s Operations, County Auditor, District Attorney, Real Estate, Information Services, Contracts and Procurement, Human Resources, Governmental Immunity, Records Management, Risk Management and Mayor’s Finance are included in the overhead charges. Overhead charges are billed one (1) year in arrears. Overhead from former members of the District will not be included. The costs to the County for providing overhead to the District will be billed when the County has completed the indirect cost plan and has the actual expenses to bill. For purposes of this contract the amount of overhead that will be billed on behalf of the County in the subsequent year will be approximated by the amount in the current year. A copy of the County Indirect Plan will be provided on request.

ATTACHMENT “E” Administrative Services

Scope:

Administration – Administrative Services oversees and provides administrative and fiscal support to: Planning and Development Services, Public Works Operations, Animal Control Services, and Administrative Engineering Services for the District and its Members. These services include revenue collection services, purchasing, human resources, information services and community liaison and engagement.

Community Services - Community Liaisons and our communication staff provide information and updates on projects and initiatives, provide administrative services to the District and its Members, and administer grant funding. Additionally, liaisons convey community issues and problems to the proper government agencies, work to resolve issues, are direct links between constituents and the Administrative Services, including the Mayor’s Office and the County Council. Other responsibilities include budget assistance, election coordination, and municipal priority planning.

Economic Development Services - Administrative Services provides economic development services to the District and its members including providing a successful environment for business looking to start or move into the District area, support for existing businesses and long range planning for the future success of each District Member. Services will include administration and management of project areas created by the Redevelopment Agency of Salt Lake County as authorized by interlocal agreement between the County and the Redevelopment Agency, and similar services. The provision of community reinvestment initiatives for new or proposed community reinvestment project areas may be established through separate interlocal agreements executed between the Redevelopment Agency of Salt Lake County and each Member Metro.

Budget: Subject to available funding, the District shall pay to County the actual cost of Services as set forth in the annual District budget and subsequent amendments to that budget, as approved by the District Board. Please see approved and adopted District Budget.

Overhead: County Indirect Costs associated with the District Board of Trustees, Mayor’s Administration, Mayor’s Operations, County Auditor, District Attorney, Real Estate, Information Services, Contracts and Procurement, Human Resources, Governmental Immunity, Records Management, Risk Management and Mayor’s Finance are included in the overhead charges. Overhead charges are billed one (1) year in arrears. Overhead from former members of the District will not be included. The costs to the County for providing overhead to the District will be billed when the County has completed the indirect cost plan and has the actual expenses to bill. For purposes of this contract the amount of overhead that will be billed on behalf of the County in the subsequent year will be approximated by the amount in the current year. A copy of the County Indirect Plan will be provided on request.

ATTACHMENT “F”
Operational Services- - Statutory and General

Scope:

The provision of operational services, statutory and general, serve to benefit District members in their organization operations.

Operational services include budgeting and accounting services, treasurer services, clerk and recorder services, surveyor services, auditor services, engineering services not otherwise provided above, and justice court services (including prosecution and indigent defense for same). Surveyor services may include mapping and GIS services, property site surveys and other surveyor services.

Budget: Subject to available funding, the District shall pay to County the actual cost of Services as set forth in the annual District budget and subsequent amendments to that budget, as approved by the District Board. Please see approved and adopted District Budget.

Overhead: County Indirect Costs associated with the District Board of Trustees, Mayor’s Administration, Mayor’s Operations, County Auditor, District Attorney, Real Estate, Information Services, Contracts and Procurement, Human Resources, Governmental Immunity, Records Management, Risk Management and Mayor’s Finance are included in the overhead charges. Overhead charges are billed one (1) year in arrears. Overhead from former members of the District will not be included. The costs to the County for providing overhead to the District will be billed when the County has completed the indirect cost plan and has the actual expenses to bill. For purposes of this contract the amount of overhead that will be billed on behalf of the County in the subsequent year will be approximated by the amount in the current year. A copy of the County Indirect Plan will be provided on request.