

Attachment A

FIRST AMENDMENT 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

This First Amendment of the Master Interlocal Agreement (the "First Amendment") is entered into on the date the Amendment is signed by all the Parties, and effective as provided in Section 8 below, between the GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a local district and political subdivision of the state of Utah (the "District"), SALT LAKE COUNTY, a body corporate and politic and a political subdivision of the State of Utah (the "County"), COPPERTON METRO TOWNSHIP, a municipal corporation, EMIGRATION CANYON METRO TOWNSHIP, a municipal corporation, KEARNS METRO TOWNSHIP, a municipal corporation, MAGNA METRO TOWNSHIP, a municipal corporation, and WHITE CITY METRO TOWNSHIP, a municipal corporation. All of these entities collectively shall be referred to hereafter as the "Parties."

RECITALS

- A. On or about January 25, 2018, the Parties entered into the Master Interlocal Agreement for the provision of municipal, administrative, and operational services by the County to each of the Metro Townships on behalf of the District (the "Agreement").
- B. Section 2.4 of the Agreement provides that the District may decrease the level of any specified Municipal or related Administrative Services pursuant to the terms of said Section 2.4.
- C. The District notified the County pursuant to written notice dated August 20, 2018 that the District "intends and desires to fully take over responsibility for finances, as described in the Master Interlocal Agreement, beginning January 1, 2019." The District was not able to fully take over responsibility for finances on January 1, 2019, but has, as of the date of this Agreement, effectively taken over financial responsibilities, and desires to memorialize that change in the Agreement through this Amendment.

THEREFORE, the Parties agree to amend the Agreement as follows:

1. The District hereby assumes responsibility for managing the District's finances, and the County shall no longer have such responsibility under the Agreement, as further set forth herein. To effectuate this change, the Agreement is amended as follows:
 - a. Recital D. The following is hereby inserted after the first sentence: "S.B. 124 (enacted in 2019) no longer requires various county officials and staff to fulfill the duties of the treasurer, recorder, clerk, surveyor, engineer, and auditor of each Metro Township, including providing budgeting and accounting services for the Metro Townships. Accordingly, such responsibilities will only be fulfilled by said county officials or staff to the extent the parties have agreed in this Agreement or other agreements."
 - b. Article I, Section 1.1(F). The following phrase is hereby deleted: "financial accounting, bookkeeping and reporting (clerk) services; budgeting; treasurer services"
 - c. Article I, Section 1.1(G). The following phrase is hereby deleted: "budgeting and accounting services, treasurer services...auditor services"
 - d. Article III, Section 3.2. The following sentence is hereby deleted: "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.)."
 - e. Article IV, Section 4.6. This Section is hereby deleted in its entirety and replaced with the following: "Regarding grants applicable to capital projects or any other Service identified in Attachments "A" through "B" and "D" through "F" for use in the District service area, the County shall write grant applications, track the requirements and costs of grants, and complete reports that are required by grants, and the County shall submit all of these to the District. The District, on behalf of the applicable Metro Township, shall sign and submit to the grantor all applications and reports, and shall receive and account for all grant funds. Interlocal agreements for capital projects that use grant funding shall be in the name of the District and/or applicable Metro Township, and not the County (except for grants applicable to unincorporated areas of the County), but services required under such interlocal agreements shall be provided as outlined in said interlocal agreement. The District shall continue to pay the County for such grant-related services. The County is not responsible for collecting, distributing, or otherwise administering other donations or contributions aside from grants."
 - f. Attachment "E". The following phrase is hereby deleted from the first paragraph: "and fiscal." The following phrase is hereby deleted from the second paragraph: "budget assistance,".

- g. Attachment "F". The following phrase is hereby deleted from the second sentence: "budgeting and accounting services, treasurer services,...auditor services".
2. The District shall hereafter prepare financial statements and financial audits of the District, including for the years 2018 and 2019.
3. This Amendment does not affect the following financial services, which the County will continue to perform pursuant to the Agreement:
- a. Collection of fees, charges, assessments, and fines. The County shall continue to collect fees, charges, assessments, and fines as stated in sections 1.1(F), 4.1, 4.5, and Attachments "B" and "E" of the Agreement other than fees, charges assessment and fines related to planning and development services. The District shall collect fees, charges, assessments and fines for planning and development services, as further set forth in a Second Amendment to Interlocal Agreement between the Parties executed contemporaneously herewith (the "Second Amendment").
 - b. Enforcement of unpaid fees, charges, assessments, and fines. The County shall continue to enforce the payment of unpaid fees, charges, assessments, and fines, as stated in Section 4.5 of the Agreement, except for enforcement related to planning and development services.
 - c. County Sales and Use tax, Class B transportation funds and cable franchise fees. The County shall continue to collect, distribute and account for unincorporated Sales Tax Revenues, Class B road transportation funds, and cable franchise fees in accordance with sections 4.2, 4.3, and 4.4 of the Agreement.
 - d. Grant administration. The County shall continue to provide grant services as stated in Section 4.6 of the Agreement, subject to Section 1 above.
 - e. Internal accounting of County departments and divisions. County departments and divisions shall continue to perform their own respective internal accounting functions. The cost for this internal accounting is part of the full cost of the County services provided to the District.
4. Pursuant to the authority of S.B. 124, County will no longer provide any treasurer or auditor services referenced in the Agreement.
5. Except as outlined in subsection 5(a), effective as of the date of this Amendment, no department or division of the County shall charge the District for the direct costs of the financial services outlined herein that the District will be performing as a result of this Amendment (specifically, for example, the District is hereby taking over fiscal responsibility for planning and development). Because overhead costs are part of the full cost of services that the County provides under the Agreement and this Amendment, and State law and County ordinance and policy requires recoupment of the full cost of

services, the County may continue to charge the District all of its overhead, i.e., indirect costs. The Parties acknowledge that they are negotiating a potential change to the Agreement in regards to how overhead is handled, and any agreed-upon change will appear in a later amendment of the Agreement.

The County will charge the District the finance, payroll, and County Information Services costs that are specifically related to the transition of County employees, financial services, and/or planning and development services to the District.

6. The County Council approved certain capital projects prior to January 1, 2017 (when the County Council ceased acting as the District's Board of Trustees). Exhibit 1, which is incorporated and made part of this First Amendment, sets forth those projects that remain outstanding (the "County Approved Outstanding Projects").

The County agrees to turn over to the District funds approved for the County Approved Outstanding Projects identified on Table 1 of Exhibit 1, subject to the following condition: the District agrees to complete the projects set forth in Table 1 within a reasonable time period unless the District obtains written approval from the County Council and the local jurisdiction benefitting from the applicable project that the project need not be completed.

The County shall retain the funds for the County Approved Outstanding Projects identified on Table 2 of Exhibit 1, subject to the following condition: The County shall complete such projects and shall retain the funds associated with those projects for purposes of paying claims and other County obligations associated with those projects. The County shall turn over to the District any funds not expended after completion of such projects and after any claims or other County obligations associated with such projects have been paid.

7. For those funds that the County is turning over to the District pursuant to Table 1 of Exhibit 1 above and any other funds the County is turning over to the District in connection with this First Amendment and/or the Second Amendment, the District hereby releases the County from any liability in connection with the District's appropriation or spending of said funds. Pursuant to that release, the District agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all losses, damages, injuries, liabilities, and claims, however allegedly caused, resulting directly or indirectly from, or arising out of, the District's appropriation or spending of said funds.

For those funds that the County is retaining from the District pursuant to Table 2 of Exhibit 1 above, the County agrees to indemnify, hold harmless, and defend the District, its officers, agents, and employees from and against any and all losses, damages, injuries, liabilities, and claims, however allegedly caused, resulting directly or indirectly from, or arising out of, the County's appropriation or spending of said funds.

8. All other provisions in the Agreement shall remain in full force and effect.

9. As required by the Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code (the "Interlocal Act"), this Amendment shall be effective upon the last to occur of the following:

- a. This Agreement shall be approved by the governing body of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act; and
- c. A duly executed counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act.

IN WITNESS WHEREOF, the Parties execute this Amendment the day and year recited above.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

APPROVED AS TO FORM

Attorney representing Salt Lake County

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

By: _____
Chair

Date: _____

APPROVED AS TO FORM

Attorney representing Greater Salt Lake Municipal Services District

COPPERTON METRO TOWNSHIP

By: _____
Mayor

Date: _____
APPROVED AS TO FORM

Attorney representing Copperton Metro Township

EMIGRATION CANYON METRO TOWNSHIP

By: _____

Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Emigration Canyon
Metro Township

KEARNS METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Kearns Metro
Township

MAGNA METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Magna Metro
Township

WHITE CITY METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing White City Metro
Township

4825-4221-4025, v. 2

Exhibit 1.**Table 1.**

Project No.	Location	Project Name
CI6120012	Emigration Cyn Metro Township	Emigration Canyon Slope Stabilization
CI_120019	Emigration Cyn Metro Township	Killyon Canyon
TB140006	Emigration Cyn Metro Township	Emigration Canyon Transportation Study
CJ2130004	Kearns Metro Township	4700 S Environmental
TB140005	Kearns Metro Township	Twilight Drive Bike Blvd
CJ3090002	Magna Metro Township	7200 W Reconstruction
TB140001	Magna Metro Township	8400 W Pedestrian Overpass
EFCCB160003	Magna Metro Township	3500 S - 7640 W to 7690 W
EFCMC160003	Magna Metro Township	3100 S Patrick Dr Det Removal
EFCMC160008	Magna Metro Township	Magna Detention Ponds
EFCEH170016	MSD Wide	MSD SD Utility Fee Study
CJ_040014	Unincorporated Salt Lake County	Rose Canyon Rd Improvements
CI_120016	Unincorporated Salt Lake County	Unincorporated Bicycle TIP
MC140013	Unincorporated Salt Lake County	Millcreek Canyon Bike Lanes
EFCCB160002	Unincorporated Salt Lake County	9400 S - 3000 E to 3100 E
EFCTB160001	Unincorporated Salt Lake County	Millcreek Cyn Uphill Bike Wall
EFCCB170001	Unincorporated Salt Lake County	100th S 2700 E Safety Improvement
EFCMC170005	Unincorporated Salt Lake County	LCC Grit Mill
EFCMC160007	White City Metro Township	Sego Lily Bikeway 700 E-1300 E
EFCMC170003	White City Metro Township	9400 S Ski Connect

Table 2.

Project No.	Location	Project Name
CJ_080019	Bluffdale City	Wood Hollow at Redwood Rd Culvert
EFCTB170001	Kearns Metro Township	Camp Kearns Site Improvements
CJ5130001	Millcreek City	2300 E Safety Project

