

**THIRD AMENDMENT
to the
MASTER INTERLOCAL AGREEMENT
between
GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT,
SALT LAKE COUNTY,
TOWN OF COPPERTON,
EMIGRATION CANYON CITY,
CITY OF KEARNS,
MAGNA CITY, and
WHITE CITY
for
MUNICIPAL, ADMINISTRATIVE, AND OPERATIONAL SERVICES**

This Third Amendment of the Master Interlocal Agreement (this “Amendment”) is entered into on the date the Amendment is signed by all the Parties, and effective as provided in Section 2, 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”); the TOWN OF COPPERTON, a municipal corporation formerly known as Copperton Metro Township (“Copperton”); EMIGRATION CANYON CITY, a municipal corporation formerly known as Emigration Canyon Metro Township (“Emigration Canyon”); the CITY OF KEARNS, a municipal corporation formerly known as Kearns Metro Township (“Kearns”); MAGNA CITY, a municipal corporation formerly known as Magna Metro Township (“Magna”); and WHITE CITY, a municipal corporation formerly known as White City Metro Township (“White City”). All these entities collectively shall be referred to hereinafter as the “Parties” and individually as a “Party.” Copperton, Emigration Canyon, Kearns, Magna and White City collectively may be referred to herein as the “Municipalities” or individually as a “Municipality.”

R E C I T A L S:

WHEREAS, on or about January 25, 2018, the Parties entered into the Agreement for the provision of municipal, administrative, and operational services by the County to unincorporated areas of the County and to Copperton, Emigration Canyon, Kearns, Magna and White City on behalf of the District (the “Agreement”);

WHEREAS, among the services to be provided to Copperton, Emigration Canyon, Kearns, Magna and White City under the Agreement were certain services performed by the Salt Lake County Clerk’s Office (the “Clerk Services”);

WHEREAS, at the time of the Agreement, Copperton, Emigration Canyon, Kearns, Magna and White City were all classified as metro townships under Utah State law;

WHEREAS, the Parties have since amended the Agreement twice to adjust the level services to be provided;

WHEREAS, pursuant to H.B. 35 (2024), Copperton, Emigration Canyon, Kearns, Magna and White City have converted to cities or towns as of May 1, 2024, and the District has been empowered to provide clerk services to municipalities (*see* Utah Code §§10-1-201.5(2) and 17B-2a-1104(1)(b)(iv) (2024));

WHEREAS, the Parties desire for the County to continue providing Clerk Services to Copperton, Emigration Canyon, Kearns, Magna and White City as they transition to cities or towns; however, the Parties also desire for the County's provision of such services to eventually cease;

WHEREAS, the Parties desire to amend the Agreement to provide for the eventual termination of the Clerk Services when it becomes appropriate to do so.

A M E N D M E N T:

NOW, THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Amendment, the Parties covenant and agree as follows:

1. Clerk Services.

a. Any Municipality may terminate its receipt of Clerk Services at any time upon thirty (30) days written notice to the County.

b. The County may terminate the provision of Clerk Services to any of the Municipalities at any time upon thirty (30) days written notice to the respective Municipality. Notwithstanding the foregoing, in no event shall any services terminate pursuant to this subparagraph before June 30, 2024.

c. Until the County's provision of Clerk Services to all the Municipalities has terminated, the District shall continue to reimburse the County for the total actual costs of the work performed, including labor, equipment, materials and indirect costs for the Clerk Services, as outlined in the Agreement.

2. This Amendment shall be effective upon: a) approval of the Amendment by each of the Parties as provided Utah Code § 11-13-202.5(1) and (2); b) review of the Amendment as to proper form and compliance with applicable law by each Party's attorney; and c) the filing of the duly executed Amendment with each Party's keeper of records.

3. All remaining provisions of the Agreement as previously amended and not specifically altered by this Amendment, shall continue in full force and effect under this Amendment.

IN WITNESS WHEREOF, the Parties execute this Amendment on the dates indicated below.

SALT LAKE COUNTY:

Mayor or Designee

Date: _____

Recommended for Approval:

Department Director

Date: _____

Reviewed as to Form:

Deputy District Attorney

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT:

Chair

Date: _____

Approved as to Form:

Attorney representing the District

TOWN OF COPPERTON:

Mayor

Date: _____

Approved as to Form:

Attorney representing Town of Copperton

EMIGRATION CANYON CITY:

Mayor

Date: _____

Approved as to Form:

Attorney representing Emigration Canyon

CITY OF KEARNS:

Mayor

Date: _____

Approved as to Form:

Attorney representing Kearns

MAGNA CITY:

Mayor

Date: _____

Approved as to Form:

Attorney representing Magna

WHITE CITY:

Mayor

Date: _____

Approved as to Form:

Attorney representing White City