

GREATER SALT LAKE MUNICIPAL
SERVICE DISTRICT

BOARD OF DIRECTORS

Jennifer Wilson, Chair
Richard Snelgrove
Jim Bradley
Arlyn Bradshaw
Michael Jensen
Aimee Winder Newton
Sam Granato
Steven DeBry
Max Burdick

September 27, 2016

GENERAL MANAGER

Rick Graham

Mr. Rick Graham, General Manager
Greater Salt Lake Municipal Services District
Rm.N3-600, Government Center
Salt Lake City Utah

Dear Mr. Graham:

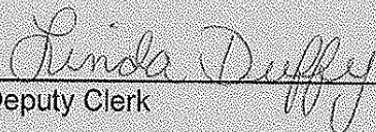
The Board of Trustees for the Greater Salt Lake Municipal Services District (MSD), at its meeting held this day, approved the letter renewing the Interlocal Agreement for the County to provide municipal and administrative services to the MSD through December 31, 2017.

Pursuant to the above action, you are hereby authorized to effect the same.

Respectfully yours,

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

SHERRIE SWENSEN, COUNTY CLERK

By 
Deputy Clerk

Ben McAdams
Mayor

Lori Bays
Deputy Mayor

Rick Graham
Township & Metro Services Executive



Scott Baird, P.E., Director
Engineering Services

Rolen Yoshinaga, Director
Planning & Development Services

AHson Weyher, Director
Economic Development

September 22, 2016

Mayor Ben McAdams
Salt Lake County
2001 South State Street, Suite N2-100
Salt Lake City, Utah 84190

Dear Mayor McAdams:

Paragraph 6 of Interlocal Agreement Between Greater Salt Lake Municipal Services District and Salt Lake County For Municipal and Administrative Services stipulates the term of the Agreement shall continue in full force and effect until December 31, 2016. It also contains the provision that the Agreement may be renewed by the District for an additional one (1) year term, provided the District gives the County at least three (3) months advanced written notice of its intention to renew. The District Board of Trustees has directed me to provide the notice of its intention to renew.

This letter serves as official notice that the District will renew the Agreement for a one (1) year period effective January 1, 2017.

Best regards,

A handwritten signature in cursive script that reads 'Rick Graham'.

Rick Graham, General Manager

Cc: Jenny Wilson, Council member and Chair, MSD

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SALT LAKE COUNTY

**GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT
INTERLOCAL AGREEMENT**

RESOLUTION NO. 5051 February 9, 2016

A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY, APPROVING AND ADOPTING AN INTERLOCAL AGREEMENT EXECUTED BETWEEN THE COUNTY AND THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT FOR THE PROVISION OF FUNDING MUNICIPAL SERVICES IN SALT LAKE COUNTY AND OTHER COOPERATIVE ACTIVITIES.

BE IT KNOWN AND REMEMBERED:

THAT, the County Council of Salt Lake County, State of Utah, met in regular session of the Council on the 9th day of February, 2016.

WITNESS:

WHEREAS, the Legislature of the State of Utah has provided in Utah Code Title 11, Chapter 13, the Utah Interlocal Cooperation Act, for the adoption of interlocal agreements, pursuant to a resolution of the governing body of any political entity which is a party to such an agreement; and

WHEREAS, Salt Lake County and the Greater Salt Lake Municipal Services District have both determined, through their governing bodies, that it would be in the best interest of the contracting governmental entities, and the inhabitants thereof, to enter into an interlocal agreement to provide for the County's support for the District to provide municipal services in Salt Lake County; and

WHEREAS, such an interlocal agreement has been prepared, is attached hereto, and is agreeable to the parties;

RESOLUTION:


NOW, THEREFORE, BE IT RESOLVED,

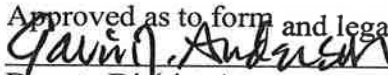
THAT the County Council of Salt Lake County, Utah, hereby approves the attached interlocal agreement with the Greater Salt Lake Municipal Services District.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah this 9th day of February, 2016.

By: 
MAX BURDICK, Council Chair

ATTEST:


Sherri Swensen
Salt Lake County Clerk

Approved as to form and legality

Deputy District Attorney
Date: 3 Feb 2016
SHARE\GANDERSO\Resolution\Jdn\Val\WatDis_25Feb11.docx

Council Member Bradley voting	<u>"Aye"</u>
Council Member Bradshaw voting	<u>"Aye"</u>
Council Member Burdick voting	<u>"Aye"</u>
Council Member DeBry voting	<u>"Aye"</u>
Council Member Granato voting	<u>"Aye"</u>
Council Member Jenson voting	<u>"Aye"</u>
Council Member Snelgrove voting	<u>"Aye"</u>
Council Member Wilson voting	<u>"Aye"</u>
Council Member Winder voting	<u>"Aye"</u>

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INTERLOCAL AGREEMENT
BETWEEN
GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT AND
SALT LAKE COUNTY
FOR
MUNICIPAL AND ADMINISTRATIVE SERVICES

THIS AGREEMENT (the “Agreement”) is made and entered into as of the 1st day of January, 2016, to be effective when all of the conditions identified in paragraph 6 of this Agreement have been satisfied, by and between the Greater Salt Lake Municipal Services District, a local district and political subdivision of the state of Utah (the “District”), and Salt Lake County, a body corporate and politic and a legal subdivision of the state of Utah (the “County”). The District and the County may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. On January 13, 2015, the County approved a resolution (the “Resolution”) creating the District as a municipal services district pursuant to the Municipal Services District Act, Utah Code Ann. § 17B-2a-1101 *et seq.* (the “Act”), with the legal authority under the Act to provide various municipal services to residents of unincorporated areas of the County and to those metro townships, cities, and towns that choose to be part of the District or to contract with the District for the provision of services.

B. The Utah Lieutenant Governor issued a Certificate of Incorporation for the District on September 15, 2015 pursuant to Utah Code Ann. § 67-1a-6.5, and the Certificate of Incorporation and other required documents were duly recorded in the office of the Salt Lake County Recorder on _____, 2015.

C. The services authorized to be provided by the District are those municipal-type services as defined by Utah Code Ann. § 17B-2a-1102, particularly including road and street construction and maintenance, animal control, planning and development, municipal parks, Office of Township Services, miscellaneous administrative, and capital projects.

D. During the November, 2015 election, residents of unincorporated areas in Salt Lake County were able to vote in favor of the creation of a regular municipality or of a new type of municipality known as a metro township. Residents of Millcreek elected to become a city while residents of the following areas voted for their respective areas to become metro townships: Copperton, Emigration Canyon, Kearns, Magna, and White City. During calendar year 2016, these areas, which have historically received municipal-type services from Salt Lake County, will receive all such services through the District.

E. Commencing in 2017, it is anticipated that the metro townships, which will by then be represented on the Board of Trustees of the District, will continue to receive municipal-type services through the District and newly incorporated Millcreek City may remain within the District, be represented on the District Board of Trustees, and continue to receive municipal-type services through the District.

F. In order to provide municipal type services, the District is in need of personnel, services, and assets that previously were provided by the County, and the County is willing to provide these services to the District.

G. To provide an income stream that can be used by the District to pay for the services and pay general administrative and overhead costs, the County proposes to transfer to the District share sales tax revenues collected within presently unincorporated Salt Lake County.

H. Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), the County and the District are authorized to enter into this Agreement pursuant to which the District may utilize specified County employees, services, and assets.

I. 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.

J. The Parties desire to enter into this Agreement to describe and delineate the scope of their mutual cooperation and to commit to service levels for the benefit of both Parties.

AGREEMENT

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:

1. **Scope and Description of Services and Assets to be Provided.** Effective January 1, 2016, the County shall furnish services and assets as set forth in this Agreement (the “Services”) for the term of this Agreement, including extensions and renewals thereof, and as set forth in Attachments “A” through “G”, 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”). The Services that are the subjects of this Agreement are as follows: (a) road and street construction and maintenance, (b) animal control, (c) planning and development, (d) municipal parks, (e) township services, (f) miscellaneous administrative services, and (g) capital projects. Unless the type or scope of the Services is expressly modified

as provided in this Agreement, the Services to be provided by the County shall, at a minimum, be of substantially the same quality, scope, and level as previously provided by the County to unincorporated areas prior to the creation of the District. The County shall perform the Services in a professional, reasonable and responsive manner in compliance with all applicable laws, ordinances, regulations (including but not limited to all applicable environmental and safety regulations), requirements and standards of performance. Subject to the foregoing, the exact nature of how the Services are to be provided, the discipline of personnel, and any other matters incidental to providing the Services shall remain with the County. The Parties further agree to acknowledge in writing prior to the end of each calendar year during the term of this Agreement, including any extended or renewal term as provided in paragraph 6, 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. The County agrees that its provision of the Services pursuant to this Agreement includes use of the County's personnel, equipment, buildings, supplies, assets, and support services necessary to provide such Services, as set forth herein. Except for established service levels and required usage, the County and the District acknowledge and agree that the District shall retain all policy decision-making authority with regard to the type, scope and quality of the Services provided under this Agreement provided, however, that the District will pay to the County at least the minimum amount required for the minimum level of Service set out in each of the Attachments to this Agreement. The minimum contract amount to be paid for any particular Service, as set forth in the applicable Attachment, is based on actual costs to purchase, own, operate and maintain the equipment and materials and to employ the personnel necessary to provide the minimum level of the Service. The District, to the extent that it receives sufficient funding from the County, agrees to pay the

minimum contract amount to the County to cover these base costs less offsets for income attributable to the subject Service received by the County. 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 in arrears. The Parties understand, acknowledge and agree that the amounts set forth in the Attachments are good faith estimates made by the County. The County agrees promptly to notify the District in writing as soon as the County becomes aware that actual costs are likely to exceed costs estimated in any of the Attachments and to notify the District in writing of any expenditure decision (or series of expenditure decisions that, when viewed as a whole, would reasonably constitute one decision) by the County that would or could result in a contract price that would exceed the total estimated cost as set forth in any Attachment to this Agreement. The Parties agree to cooperate with each other to bring costs in line with estimated budgeted amounts. The Parties further agree that the District will not be obligated to pay amounts in excess of estimated costs stated in the respective Attachments unless the District, through its governing board, approves payment of the same. 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, if any, as outlined in this Agreement. The County shall provide a revised cost estimate for each Service for the following calendar year not later than September 1st of each year during which this Agreement is in effect, commencing September 1, 2016. Should the County fail to do so, the estimated costs for the subject Service last provided by the County shall remain in effect during the subsequent calendar year.

- a. **Road and Street Construction and Maintenance Services.** The County agrees to provide engineering and road and street construction and maintenance services

to the District 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 all necessary County personnel, equipment, buildings, supplies, assets, and other resources necessary to provide the same. The road and street construction and maintenance services to be provided and the costs for those services are more fully delineated in Attachment “A” and the related engineering services and the costs for those services are more fully delineated in Attachment “A-1”.

b. **Animal Control.** The County agrees to provide animal control services to the District. The provision of these services shall include the use of all County personnel, equipment, buildings, supplies, assets, and other resources necessary to provide the same. The animal control services to be provided and the costs for those services are more fully delineated in Attachment “B”.

c. **Planning and Development.** The County agrees to provide planning and development services to the District, specifically including economic development and planning and zoning 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 all County personnel, equipment, buildings, supplies, assets, and other resources necessary to provide the same. The business and land use development services to be provided and costs for those services are more fully delineated in Attachment “C”.

d. **Municipal Parks.** The County agrees to provide municipal parks services to the District, including maintenance of local or neighborhood parks, as currently

defined by the County. The provision of these services shall include the use of all County personnel, equipment, buildings, supplies, assets, and other resources necessary to provide the same. The municipal parks services to be provided and costs for those services are more fully delineated in Attachment “D”.

e. **Office of Township Services.** The County agrees to provide administrative and support services to the District, including but not limited to purchasing, human resources, risk management, information services, community liaison, and similar services. The provision of these services shall include the use of all County personnel, equipment, buildings, supplies, assets, and other resources necessary to provide the services. The office of township services to be provided and costs for those services are more fully delineated in Attachment “E”.

f. **Miscellaneous Administrative Services.** The County agrees to provide miscellaneous administrative services to the District, including the use of all County personnel, equipment, buildings, supplies, assets, and other resources necessary to provide the services. The miscellaneous administrative services to be provided and costs for those services are more fully delineated in Attachment “F”.

g. **Capital Projects.** Capital Projects relating to the Services outlined in Subparagraphs a. through f. above are not included in Attachments “A” through “F”, but are stated together in Attachment “G”. The County agrees to provide the listed Capital Projects as desired by the District, at costs which will not exceed the cost estimates stated in Attachment “G” without specific approval from the District’s governing board. All capital projects completed by or for the County which are listed on Attachment “G” 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.

2. Revenue Stream. The County agrees, during 2016, to transfer to the District ninety-five percent (95%) of the share sales tax revenues collected within presently unincorporated Salt Lake County and, if this Agreement is renewed as provided in paragraph 6, either ninety-five percent (95%) of the share sales tax revenues collected within the area(s) included in the District or such different amount as is then agreed to by the District, the County and/or each impacted municipality. The District's anticipated sales tax revenues during 2016 are set forth in attached Exhibit "H". During 2016, the County will retain 5% of the sales tax revenues to cover unincorporated area needs that are not the responsibility of the District, including justice courts, justice court prosecutors, youth courts and other needs of unincorporated areas that continue to be the responsibility of the County with no involvement by the District. Should the County expend less than five percent (5%) of the share sales tax revenues collected within presently unincorporated Salt Lake County on the subject unincorporated needs, the difference between the actual costs (including a reasonable reserve) and the retained five percent (5%) shall be remitted to the District. A similar refund requirement shall be applicable to future renewal periods regardless of whether five percent (5%) or some other agreed-upon portion of the sales tax revenues collected in the relevant area (which may differ from the portion of Salt Lake County which currently is unincorporated) is retained by the County.

3. Use of County Personnel; Independent Contractors. 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 all requirements of the Americans with Disabilities Act and all rules and regulations adopted or promulgated in furtherance thereof, as understood by the County and as directed by the District. 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. The District shall not have any obligation or liability for the payment of any salaries, wages or other compensation to the persons providing Services hereunder. 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 joint venturers. Should the District have any criticism, concern, or recommendation regarding any County employee, specifically or generally, the District 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 any issue raised by the District. The cost to the District for its use of County personnel is incorporated in and included as part of the cost for each individual Service described in Section 1 and the relevant Attachment hereto.

4. **Use of County Buildings and Assets.** As provided herein, the provision of the Services shall include the use of all necessary 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 the 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 is incorporated in and included as part of the cost for each individual Service described in Section 1 and in the relevant Attachment hereto.

5. **Remittance.** The division or department of the County that provides any Service to the District as provided in this Agreement shall bill the District on a monthly basis for the actual cost of services rendered during the previous month based on the rates and/or formula 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 within 10 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 previous month, contain such detail as desired by the District, and fully comply with the rates and requirements stated in the applicable Attachment. The District shall remit payment within twenty (20) days after the date of receipt of any undisputed bill as follows:

Road and Street Construction and
Maintenance:

Salt Lake County Public Works - Operations
604 West 6960 South
Midvale, UT 84047

Animal Control:

Salt Lake County Animal Services
511 West 3900 South
Salt Lake City, UT 84123

Planning and Development:	Salt Lake County Public Works – Planning and Development 2001 South State Street, Room N3600 Salt Lake City, UT 84190
Municipal Parks:	Salt Lake County Parks Operations 3383 South 300 East South Salt Lake, UT 84115
Office of Township Services:	Administrative Services Department 2001 South State Street, Room N4300 Salt Lake City, UT 84190
Miscellaneous Administrative Services:	Administrative Services Department 2001 South State Street, Room N4300 Salt Lake City, UT 84190
Capital Projects:	_____ _____ _____

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. The “Contract Price” for each Service shall be the amount set forth in the applicable Attachment which represents the County’s best estimate of the total actual cost that will be incurred by the County to provide the Service. The total costs set forth in Attachments “A” through “F” are stated on an annual basis, while costs stated in Attachment “G” are intended to cover the full cost of completion of construction of the subject capital project, which may or may not be completed in one calendar year. The County shall not provide services

or incur expenditures that exceed the Contract Price without the prior written consent of the District. The rates stated in the Attachments shall be effective for calendar year 2016, and thereafter during renewal periods until modified as provided in this Agreement. The County agrees to provide a minimum of four (4) months advance written notice to the District before increasing any price or cost to the District as provided in Paragraph 1 above, 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 the said 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).

6. **Effective Date and Term.** This Agreement shall be effective upon the last of the following events to occur (but with retroactive application to the date stated in paragraph 1 above if that date is earlier): (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 the County and an attorney representing the District 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 until December 31, 2016, provided, however, that this Agreement may be renewed by the District for additional one (1) year terms, provided that the District gives the County at least three (3) month's advance written notice of its intention to renew. References to the "term" of this Agreement shall include all renewal periods. In addition, each of the Services covered by this Agreement may be modified, cancelled, or extended with a minimum of three (3) month's advance notice, provided that the Parties reach written agreement on the particulars of the modification, cancellation, or extension.

7. **Termination/Transition.** Pursuant to Utah Code Ann. § 11-13-206(1)(a), the Parties agree that this Agreement will terminate on December 31, 2016 unless extended as provided in this Agreement or in a separate document executed by the Parties. An individual Service covered by this Agreement may be terminated (with or without cause) by either Party upon at least one year's prior written notice to the other Party, as provided in this Paragraph 7, or upon the Parties' failure to agree upon the cost to be paid by the District during any future calendar year as provided in paragraph 5 above. Furthermore, it is the intention of the Parties that the provision of the Services hereunder and the employment of the relevant County personnel will 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 set forth herein.

8. **Communications and Notices.** For purposes of communicating and maintaining ongoing contract management, written notices may be provided to the Parties at the following addresses and contact persons, or to such other address or to such other contact person as shall be specified in any notice given:

DISTRICT: Greater Salt Lake Municipal Services District
General Manager
c/o 2001 South State Street, Suite N2100
Salt Lake City, UT 84190
E-mail: KBarnett@slco.org

With a copy to Fabian Vancott
Attn: Mark H. Anderson
215 South State Street, Suite 1200
Salt Lake City, UT 84111
E-Mail: mhanderson@fabianvancott.com

COUNTY: Salt Lake County
Director of Public Works
2001 South State Street, Room N2100
Salt Lake City, UT 84190
E-Mail: RWall@slco.org

With a copy to Salt Lake County District Attorney
Attn: Gavin J. Anderson
2001 South State Street, #S3500
Salt Lake City, UT 84190
E-Mail: GAnderson@slco.org

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.

9. **Liability/Insurance.**

a. **Governmental Immunity Act.** The District and the County 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. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either 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 the other Party within thirty (30) days of receiving the notice of claim. The Parties also agree to notify each other of any summons and/or complaint served upon the said Party, if the other 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 including, without limitation, its elected and appointed officers, and its employees and consultants, from and against any and all 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 the County providing Services to the District except for such demands, liabilities, claims, damages, actions or proceedings as may result from the negligence or misconduct of the

District, its elected or appointed officers or employees. Similarly, the District 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'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 identified 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 both the County and the District, 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 acknowledges that the County may be self-insured as deemed prudent by the Salt Lake County Council. The District may carry such

additional insurance as may be deemed prudent by the District's governing body.

10. **Interlocal Cooperation Act.** 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 paragraphs 6 and 7 above.
- d. The District shall initially be funded by the County transferring unincorporated area sales tax revenues from the County to the District. These funds are 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 by the County. 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 paragraphs 6 and 7.
- 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, but some or all of the Buildings and Assets may be conveyed by the County to the District as part of the transition mentioned in paragraph 7 above and the capital projects identified in Attachment “G” may, upon completion and with the concurrence of both Parties, become the property of the District.
- 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. 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.

11. **Non-Funding.** Each Party operates pursuant to a calendar year fiscal year. The Parties acknowledge that the obligation of either 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. Funds are not presently available for the performance of this Agreement beyond the end of each Party's current fiscal year, which is December 31. Each Party's obligation beyond the end of any calendar year during the term of this Agreement, including any renewal or extension thereof, may be contingent upon renewal or extension of this Agreement as provided above and 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 either Party as to such fiscal year (or any succeeding fiscal year), but instead shall

terminate and become null and 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 the other Party to this Agreement.

12. **Special Situations.** The County shall provide special services that may be needed from time to time in connection with special public events, celebrations, parades and such other special requests of the District on the same basis as such special services are routinely provided to other residents of the County.

13. **Reports and Notice of Performance.** The County shall provide the following reports and notices:

- a. **Quarterly Reports.** On a fiscal quarter basis, the County shall provide a written report to the District in such form and containing such information as the District may from time to time designate. For example, it is anticipated that each quarterly report respecting road and street construction and maintenance activities will detail road maintenance scheduled and completed; traffic sign maintenance scheduled and completed; traffic light maintenance scheduled and completed; road striping scheduled and completed; storm drain maintenance scheduled and completed; street light maintenance scheduled and completed; response to

flood control and a summary of all road and street projects completed pursuant to the Agreement.

- b. **Annual Report.** On an annual basis, the County shall provide an annual report and present such report to the District at a regularly scheduled meeting of the District's governing body held during the month of February. 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 next year in anticipation of renewal of this Agreement.

- c. **Complaints and Exceptional Behavior.** Except for emergencies, all complaints regarding Services shall be referred to the County and the County shall be responsible for resolution of such complaints. On a regular basis, the County shall provide to the District copies of any written complaint(s) received from the residents of the District 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. Further, the County shall provide to the District copies of any written documents from residents of the District demonstrating commendable behavior regarding provision of the Services. These documents may be used by the District to

help measure the performance of the County in fulfilling its obligations under this Agreement.

- d. **Emergencies.** Complaints that are of an emergency nature or requests for Services 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.
- e. **Additional Disclosure and Policy Development.** From time to time, the County shall, upon request, provide to the 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.

14. **Changes in Level of Service.** The District may modify (increase or decrease) the level of any specified Service or accelerate the timing of any component of the same if the District provides at least thirty (30) days prior written notice to the County of such change and 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 and shall accrue as of the date the modified Service becomes effective and shall be due and payable as provided in Paragraph 5 hereof.

15. **Applicable Law.** The provisions of this Agreement shall be governed by and be construed in accordance with the laws of the state of Utah.

16. **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 pertaining thereto.

17. **Waiver.** No failure by either 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. Either 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 the 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.

18. **Amendment.** The Parties may amend this Agreement in a writing duly signed by both Parties.

19. **No Agency.** Agents, employees, or representatives of either Party shall not be deemed to be agents, employees, or representatives of the other Party.

20. **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.

21. **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.

22. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter form, and the singular form of nouns, pronouns and verbs shall include the plurals, and vice versa.

23. **Claims and Disputes.** In the event of a 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 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 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 other Party (i.e., 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. 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 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.

24. **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 other provision herein contained. If such condition, covenant, or other 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.

25. **Time.** Time is the essence hereof.

26. **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.

27. **Litigation Expenses.** If any action, suit, or proceeding is brought by either Party with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing Party.

28. **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 6 hereof.

GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT

SALT LAKE COUNTY

By: _____

By: _____

Jenny Wilson, Chair

Russ Wall, Director of Public Works

Date: _____

Date: _____

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Attorney representing Greater Salt Lake
Municipal Services District

Salt Lake County Deputy District Attorney

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. Other services provided include: sidewalk inventory, tree trimming, and graffiti clean up.

These lists are designed to be illustrative and do not include all services that Public Works Operations may provide to a community.

Street Lighting

Provide street lights for the streets and neighborhoods of the unincorporated county. Services include maintenance of street lights and payment of street light power bills.

Budget

Public Works Operations

Personnel	Operations	Capital	Overhead	Other	Total	Revenue	MSD Funding
\$9,319,078	\$7,951,856	\$7,000	\$1,075,964	\$0	\$18,353,898	\$8,633,663	\$9,720,235

Street Lighting

Personnel	Operations	Capital	Overhead	Other	Total	Revenue	MSD Funding
\$0	\$736,407	\$0	\$28,715	\$0	\$765,122	\$33,035	\$732,087

Billing: The Municipal Services District shall reimburse the County for the total actual cost of the work performed in the District, including labor, equipment, materials, and indirect costs, if any, as outlined in the Agreement. The amount billed will not exceed the MSD Funding amounts stated above.

Charges from Rocky Mountain Power for electricity on signals, school flashers, and street lights are not included and will be billed separately.

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, and Mayor's Finance are included in the overhead charges.

Overhead charges are billed 1 year in arrears. The costs to the County for providing overhead to the MSD 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. For Public Works Operations this amount will be \$1,075,964 and for Street Lighting it will be \$28,715. This is the amount that would be billed in 2017 even if the County provided no services.

A copy of the County Indirect Plan will be provided on request.

ATTACHMENT “A-1”
Township Engineering Services

Scope:

Provide planning, engineering design service, and construction/inspection management services for transportation, roadway and storm drain construction in the unincorporated area of Salt Lake County. Additionally, permit administration, traffic calming, safer sidewalk programs and the County’s UPDES stormwater quality permit are managed for the presently unincorporated area of Salt Lake County. Review new development plans and subdivisions for compliance with codes and ordinances.

Budget

Personnel	Operations	Capital	Other	Overhead	Total	Revenue	MSD Funding
\$2,109,168	\$282,032	\$0	\$0	\$371,231	\$2,763,431	\$1,082,125	\$1,681,306

Billing: Municipal Services District will be billed for actual costs minus revenues. Amount billed will not exceed the MSD Funding amounts stated above.

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, and Mayor’s Finance are included in the overhead charges.

Overhead charges are billed 1 year in arrears. The costs to the County for providing overhead to the MSD 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. For Township Engineering this amount will be \$371,231. This is the amount that would be billed in 2017 even if the County provided no services.

A copy of the County Indirect Plan will be provided on request.

**ATTACHMENT “B”
Animal Control Services**

Scope:

Field Services – Provide education and enforcement programs, focusing on responsible pet ownership compliance.

Shelter and Customer Services – Provide information to customers who come to the shelter or contact the shelter by telephone or other electronic means, including services available, animal information, fees, ordinance information and various other resources. Perform customer transactions including licensing, redemptions, adoptions and clinic services. Provide temporary housing and care for all animals coming into the shelter, including companion animals and livestock.

Clinic – Provide medical treatment for animals while in temporary shelter care. Provide low cost wellness services to the low-income community members in the jurisdictions served, including vaccinations and sterilizations.

Licensing – Provide licensing and permit information. Perform transactions by phone with customers who are unable to come into the shelter for licensing. Complete online license renewals.

Special Programs – Includes several programs including: Volunteers, Outreach, Rescue/Foster, Animal Behavior, The Pit Crew, Trap-Neuter-Release (TNR), Humane Education, and other programs developed to improve services to the community. These programs are responsible for ensuring a steady live release rate by reducing intake and increasing animal placement. They are a key component to achieving and maintaining the “No-Kill” status.

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

Budget

Personnel	Operations	Capital	Other	Overhead	Total	Revenue	County Retainage*	MSD Funding
\$4,271,093	\$1,196,348	\$0	\$0	\$350,245	\$5,829,686	\$3,485,908	\$491,081	\$1,852,697

*Gap – Total Expenses of \$5,829,686 exceed Revenues and MSD Funding of \$491,081. This funding for 2016 will be absorbed by the Municipal Services Fund balance and will be tracked separately. Salt Lake County will work with the other contract cities to realize the full costs of the cities and to repay the amount of money that was absorbed by the Municipal Services District. This is expected to happen by the end of 2018.

Billing: The Municipal Services District shall reimburse the County for the total actual cost of the work performed in the District, including labor, equipment, materials, and indirect costs, if any, as outlined in the contract. Annual amounts billed will not exceed the MSD Funding amount stated above.

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, and Mayor's Finance are included in the overhead charges.

Overhead charges are billed 1 year in arrears. The costs to the County for providing overhead to the MSD 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. For Animal Services this amount will be \$350,245. This is the amount that would be billed in 2017 even if the County provided no services.

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 Municipal Services District.

Business Licensing – Provide business licensing within the area served by the Municipal Services 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 Salt Lake County ordinances in Titles 17, 19, 56 and 58.

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. Provide assistance and administrative support for the Cooperative County Plan that brings together all of the municipalities within the County to achieve an integrated vision for development projects and large scale coordination of efforts within the County. 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 and community councils to make the public review portion of the permitting process as efficient as possible. Issue business licenses and building permits in accordance with state and county regulations. There is an emphasis on applying regulations to achieve the highest level of public safety reasonably possible.

Budget

Personnel	Operations	Capital	Other	Overhead	Total	Revenue	MSD Funding
\$4,190,742	\$902,775	\$145,220	\$0	\$1,237,265	\$6,476,002	\$2,579,000	\$3,897,002

Billing: Municipal Services District will be billed for actual costs minus revenues. Annual amounts billed will not exceed the MSD Funding amount stated above.

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, and Mayor’s Finance are included in the overhead charges.

Overhead charges are billed 1 year in arrears. The costs to the County for providing overhead to the MSD 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. For Planning and Development Services this amount will be \$1,237,265. This is the amount that would be billed in 2017 even if the County provided no services.

A copy of the County Indirect Plan will be provided on request.

ATTACHMENT “D”
Municipal Parks Services
(to be attached)

Scope:

Parks Maintained: Big Bear, Big Cottonwood East, Ben Franklin, Scott Avenue, Bruce Field, Canyon Rim, Copperton, Cottonwood Little League, David Gourley, Elk Run, Evergreen, Fortuna, Hillview, Impressions, Kearns Linear, Kearns Multipurpose Field, Loder, Magna Copper Park, Magna Mini’s, Magna Neighborhood, Mountain Man, North Park, Oquirrh, Highlands, Pleasant Green, Scott Avenue Softball, South Park, Valley Center, Welker Memorial, WT Geologic View Area Trailhead, and WT Upper District Millcreek Trailhead.

Services Provided:

Administration:

Administrative oversight of the Park Section’s 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.

Parks, Trails, 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 and trail maintenance.

Budget: Parks will be provided \$2,005,250 to provide the services listed above. Parks receives no revenue for the services provided. All funds will come from the Municipal Services District.

ATTACHMENT “E”
Office of Township Services

Scope:

Administration – The Office of Township Services oversees and provides administrative and fiscal support to: Planning and Development Services, Public Works Operations, Animal Control Services, and Township Engineering Services for The Municipal Services District.

Community Services - The Township Office provides staff employed to act as intermediaries between unincorporated Salt Lake County community councils and county agencies. Community Liaisons and our communication staff provide information and updates on Township projects and initiatives, provide administrative services to the Township Municipal Services Fund, 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 Township Office, including the Mayor’s Office and the County Council. Other responsibilities include Community Council budget assistance, election coordination, and municipal priority planning.

Economic Development Services - The Township Office provides economic development services to the unincorporated County including providing a successful environment for business looking to start or move into the Townships, support for existing businesses and long range planning for the future success of each Township, including the five Townships that have elected to become metro townships and Millcreek Township, which will become a City.

Public Safety Services - The Township Office works closely with our public safety partners in the Unified Fire Authority, Valley Emergency Communications, and the Unified Police Department to strengthen their efforts on behalf of our constituencies and provide the best public safety response possible.

Sanitation Services - The Township Office works with the Wasatch Front Waste & Recycling District to ensure the highest quality sanitation services for the Townships.

Budget

Personnel	Operations	Capital	Other	Overhead	Total	Revenue	MSD Funding
\$875,307	\$509,558	\$7,500	\$0	\$186,795	\$1,579,160	\$125,000	\$1,454,160

Billing: Municipal Services District will be billed for actual costs minus revenues. Annual amounts billed will not exceed the MSD Funding amount stated above.

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, and Mayor's Finance are included in the overhead charges.

Overhead charges are billed 1 year in arrears. The costs to the County for providing overhead to the MSD 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. For Office of Township Services this amount will be \$186,795. This is the amount that would be billed in 2017 even if the County provided no services.

A copy of the County Indirect Plan will be provided on request.

ATTACHMENT “F”
Miscellaneous Administrative Services- - Statutory and General

Scope:

The purpose of the Municipal Services District Statutory & General organization is to account for activities that belong in the Municipal Services District fund, but do not clearly fit into one of the specific organizations.

Budget

Personnel	Operations	Capital	Other	Overhead	Total
\$0	\$744,200	\$0	\$0	\$48,333	\$792,533

Billing: Municipal Services District will be billed for actual costs. Amount billed will not exceed the Total MSD Budget amount stated above.

Included in the operations budget is \$131,200 for contributions. A list of the contributions and the purposes will be made available on request.

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, and Mayor’s Finance are included in the overhead charges.

Overhead charges are billed 1 year in arrears. The costs to the County for providing overhead to the MSD 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. For Administrative Services – Statutory and General this amount will be \$48,333. This is the amount that would be billed in 2017 even if the County provided no services.

A copy of the County Indirect Plan will be provided on request.

**ATTACHMENT “G”
Capital Projects**

New Projects

PROJECT PC BUS UNIT	PROJECT PROJ ID	PROJECT NAME	COST ESTIMATE
EFC01	NEW	Unincorporated Storm Drain Inspection and GPS/GIS Location	125,000
EFC01	EFCMC150001	UPDES Stormwater Monitor Sites	25,000
EFC01	NEW	3500 S Toolson Detention Removal	100,000
EFC01	NEW	3100 S Patrick Dr Detention Removal	125,000
EFC01	CI_120016	Unincorp Bicycle Tip	25,000
PWK01	05PU	Concrete Replacement and Maintenance	1,000,000
PWK01	93PW	Storm Drain Repairs	125,000
PWK01	61PU	Trip Hazard Saw Cutting	125,000
PWK01		Public Works Operations New Facility	607,200
FAC01	OK10	Interest	5,000
FAC01	OK10	Indirect Costs	134,830
FAC01	OK10	Contingency	50,000
PAR01		Loder Park - Playground	64,000
PAR01		Magna Mantle Park - Irrigation System	15,000
PAR01		Magna Mantle Park - Parking Lot	10,000
PAR01		Valley Center Park - Restroom	43,000
		Total New Projects	\$2,579,030

Rebudgeted Projects

PROJECT PC BUS UNIT	PROJECT PROJ ID	PROJECT NAME	REBUDGET AMOUNT
EFC01	CI5130008	1300 East; 3900 S to 4500 S	357,056
EFC01	MC140010	1700 East Sidewalk, 8685 S - 8860 S	186,151
EFC01	MC140009	3900 South Sidewalk, Sunnydale	299,914
EFC01	MC140001	5400 South Storm Drain Rehabilitation	5,600
EFC01	MC140008	615 East Sidewalk	77,159
EFC01	CI6120012	Emigration Canyon Slope Stabilization	179,637
EFC01	CI7120003	Galena Drive Storm Drain	73,530
EFC01	CI7120003	Garnet Dr Sidewalk	55,140

EFC01	MC140012	Imperial Ave Sidewalk	600
EFC01	CI_120019	Killyons Canyon	68,105
EFC01	EFCMCXX1000	MC Storm Drain Small Projects	7,300
EFC01	MC140013	MillCreek Canyon Bike Lanes	33,168
PWK01	48PU	Millcreek Salt Yard Improvements	800,313
PWK01	48PU	Millcreek Salt Yard Improvements	71,000
PWK01	60PU	Storm Drain Pipe Inspection	86,781
EFC01	MC140003	Traffic Calming Projects	84,016
EFC01	CI_120016	Unincorp Bicycle Tip	91,067
EFC01	MC140011	Upland Drive SW, 2700 E - Terrace	28,725
PAR01	PAR15_KLPK01	Kearns Linear Park - Park Construction	650,000
PAR01	VA01	Kearns Park - Multipurpose Field	6,539
PAR01	PAR15_MNP01	Magna Neighborhood Park - Park Development	30,000
PAR01	PAR15_OQPK01	Oquirrh Park - Improvements	470,000
PAR01	PAR15_WCCT01	Sandy/Draper City Canal - Trail Development (Big Bear)	101,650
PAR01	PAR15_WBLV01	Wasatch Blvd - Irrigation System	20,000
		Total Rebudget	\$3,783,451

Billing: Municipal Services District will be billed for actual costs. Amount billed will not exceed the total capital project costs stated above of \$6,362,481.

A detailed description of each project will be provided upon request.

10%, or a cumulative amount of \$636,248 per year, of the total Capital Projects budget can be shifted between projects without amending the contract.

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, and Mayor's Finance are included in the overhead charges.

Overhead charges are billed 1 year in arrears. The costs to the County for providing overhead to the MSD 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. For Capital Projects this amount will be \$134,830. This is the amount that would be billed in 2017 even if the County provided no services.

A copy of the County Indirect Plan will be provided on request.

**ATTACHMENT “H”
Municipal Services District Revenue**

Scope:

Revenue: Municipal Services District is projected to receive revenues in 2016 in the amount of \$31,726,421. The revenue received will be passed from Salt Lake County to the Municipal Services District. The reimbursements for the Services provided under the Agreement will come from these revenues.

Description of Revenue	Amount Budgeted
Sales Tax	\$22,519,921
Interest Earnings	\$40,000
Prior Year Redemption of Property Tax	\$500
Prior Year Fund Balance	\$9,166,000
Total	\$31,726,421