

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

THIS AMENDED AGREEMENT (the “Amended Agreement”) is made and entered into this ____ day of March, 2017 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 and setting boundaries 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 to exercise and be subject to all the rights, powers, duties, governance and responsibilities of a municipal services district under the Act and the Utah Constitution, Article XI, Section 8, subject to those powers, requirements and limitations set out in state law, and to provide various municipal services to residents of unincorporated areas of the County and to those metro townships, cities, and towns that have chosen 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 October 16, 2015.

C. The services authorized to be provided by the District include those municipal-type services as defined by Utah Code Ann. § 17B-2a-1102, particularly including (1) road and street construction and maintenance, (2) animal control, (3) planning and development, and (4) municipal parks, with related services that include administrative, operational, and capital projects.

D. On February 9, 2016, the District and the County entered into a one year renewable interlocal agreement (“Agreement”) whereby the County contracted to provide personnel, services and assets, and to perform specified municipal and administrative services on behalf of the District that previously were provided by the County for unincorporated townships.

E. As directed by the District and in accordance with the terms of the Agreement, then District General Manager, Rick Graham, renewed the Agreement for a one (1) year period, effective January 1, 2017 by letter to the County dated September 22, 2016.

F. During the November, 2015 election, residents of the various townships in 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 township areas voted for their respective areas to become metro townships: Copperton, Emigration Canyon, Kearns, Magna, and White City.

G. Following submission of the requisite documentation to the Office of the Lieutenant Governor, the five (5) metro townships and Millcreek were incorporated effective on or before January 1, 2017.

H. By operation of law pursuant to Utah Code Ann. § 17B-2a-1106 and pursuant to the District Resolution, the makeup of the Board of Trustees of the District was reconstituted effective January 1, 2017, to include representatives of all five (5) metro townships, the city of Millcreek and the unincorporated County. All five (5) metro townships, the city of Millcreek and the unincorporated County will continue to receive municipal-type services through the District.

I. The parties enter into this Amended Agreement to reflect the incorporation of the five (5) metro townships and Millcreek, and the newly reconstituted makeup of the District Board of Trustees. This Amended Agreement supersedes and replaces all prior agreements.

J. 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 Amended Agreement whereby the District may continue to utilize specified County employees, services, and assets to provide specified municipal services to the five (5) metro townships, Millcreek and the unincorporated County.

K. This Amended Agreement addresses the funding necessary by operation of law and by agreement of the five (5) metro townships, Millcreek and the unincorporated County (the “Stakeholders”), to enable the District to pay for services to the five (5) metro townships, Millcreek and the unincorporated County, and to pay general administrative and overhead costs. 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.

L. The Parties enter into this Amended Agreement to describe and delineate the scope of their mutual cooperation and commitment, and to identify specified service levels

agreed to by the Parties that reflect the needs of the five (5) metro townships, Millcreek and the unincorporated County consistent with the statutory duty of the District over incorporated and unincorporated areas within its boundaries as established by resolution.

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 January 1, 2017, the County shall furnish services and assets as set forth in this Amended Agreement (the “Services”) identified below 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”).

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, billing 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, billing 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, billing 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 local or neighborhood parks, as currently defined by the County. 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, billing and overhead (accounting) to be provided are more fully delineated in Attachment “D”.

RELATED SERVICES

E. ADMINISTRATIVE SERVICES. The County agrees to provide administrative and support services to the District and to its members, where applicable, including revenue collection services, purchasing, 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 metro township, city or town. The provision of legal services, if any, by the Salt Lake County District Attorney's office shall be established through separate interlocal agreements executed between the County and each metro township, city or town, consistent with this Amended Agreement and in full compliance with Utah Rules of Professional Conduct. The administrative services, budget, billing and overhead (accounting) to be provided are delineated in Attachment "E".

F. OPERATIONAL SERVICES. The County agrees to provide operational services to the District and to its members, as provided by law and where applicable, including budgeting and accounting services, clerk and recorder services, auditor services, treasurer services, engineering services, and surveyor

services. The provision of these services shall include the use of County personnel, equipment, buildings, supplies, assets, and other County resources. The operational services, budget, billing and overhead (accounting) to be provided are delineated in Attachment “F”.

G. CAPITAL PROJECTS. Capital projects relating to the Services outlined in Subparagraphs A through F above are referenced in Attachment “G”. The County agrees to provide capital projects as desired by the District 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 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.

SERVICES NOT COVERED BY THIS AMENDED AGREEMENT

It is expressly understood and agreed by both Parties that the County will not provide Justice Court services, Prosecution services for Class B and C misdemeanors, Sheriff Law Enforcement Cell Tower Lease Payment services or Emergency services. The provision of police and fire services, including emergency services, shall be 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 members.

1.2. SCOPE

Unless the type or scope of the Services is expressly modified as provided in this Agreement, the Services described above 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 and during the term of the original Agreement. The County shall perform the Services in a professional, reasonable and responsive manner in compliance with all applicable laws, local ordinances and regulations (including but not limited to all applicable environmental and safety regulations) and consistent with the agreement of the Parties herein as vetted by the Stakeholders, 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. 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.

1.3. COUNTY 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 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 is incorporated in and included as part of the cost for each individual Service described in Section 1.1 and in the relevant Attachments hereto.

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 joint ventures. 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 1.1 and the relevant Attachments hereto.

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.

1.5 SPECIAL EVENTS. The County shall provide special services that may be needed from time to time in connection with special public events, celebrations, parades, community clean-ups and such other special requests of the District as funding is available in the District budget on the same basis as special services of similar magnitude and size are provided to other residents of the County.

1.6 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 and all District members a summary budget update for each District member based on available information.

B. QUARTERLY REPORTS. On a fiscal quarter basis, the County shall provide a written report to the District for each category of Services outlined in section 1.1(A-G) of this agreement, 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.

C. ANNUAL REPORT. On an annual basis, the County shall provide an annual 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 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 following year during the term of this Agreement.

D. 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.

E. SERVICE EMERGENCIES. Service 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.

F. 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 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.

ARTICLE II DISTRICT COMMITMENT

2.1 POLICY.

Subject to available funding and resources, the County and the District acknowledge and agree that the District shall retain final 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 not less than the minimum amount required for the minimum level of Service consistent with each of the Attachments to this Agreement.

2.2 SERVICE COSTS

The minimum contract amount to be paid for any particular Service, as set forth in the District budget, 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 minimum level of the Service. The District agrees to pay the minimum contract amount identified by the District Budget to cover these base costs less offsets for income attributable to the subject Services 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 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, as outlined in this Agreement.

2.3 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 sixty (60) 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 Article III below.

ARTICLE III FUNDING

3.1 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 the metro townships and city, collect on behalf of the metro township or city all fines, fees, charges, levies and other payments imposed by the metro townships and city necessarily required for County to perform the Services herein. *See*, Utah Code Ann. § 10-3c-205. The sustainability of this Amended Agreement is contingent upon the continuing receipt of Sales Tax Revenues together with all fines, fees, charges, levies or other payments identified herein imposed or authorized by the five (5) metro townships, Millcreek and the County that are associated with the Services to be provided herein.

3.2 SALE AND USE TAX

All Sales Tax Revenues from the District service area for municipal Services, including the five (5) metro townships, Millcreek, and the County, 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 the five (5) metro townships, Millcreek or the County. 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 the County to the five (5) metro townships and Millcreek.

3.3 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 member municipalities shall be collected, distributed and accounted for by the County for the District and its members to fund the provision of Services herein.

3.4 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 the District and its members to fund the provision of Services herein.

3.5 FEES AND CHARGES

As otherwise authorized, the County shall collect, on behalf of the District, all fees and charges established by each metro township, Millcreek and unincorporated County for the Services performed by the County. To the extent necessary, the District authorizes the County to pursue the efficient collection and enforcement of all fees, assessments, and fines within its service area. The District shall require its service area members to maintain in effect valid fee ordinances for all municipal services, including road and street construction and maintenance services, animal control, planning and zoning, municipal parks, administrative and operational services, and all other municipal services offered by the County. These fee ordinances shall be compatible with the fee ordinances previously imposed by the County. The District shall require its members to pass a resolution delegating authority to the County to collect and retain such fees. Copies of these resolutions shall be maintained by the District and shall be made available to any person upon request.

3.6 GRANTS

Any and all grants, donations, or contributions applicable to capital projects as outlined in Attachment "G" hereto or to any other service identified in Attachments "A" through "F" for use in the District service area, shall be collected, distributed and accounted for by the County for the District and its members to fund the provision of Services herein.

3.7 REMITTANCE. The division or department of the County that provides any of the Services to the District as provided in this Amended Agreement shall bill the District on a monthly basis for the actual cost of Services rendered during the previous month 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 within thirty (30) 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 requirements stated in the applicable Attachment. The District shall remit payment for Services within ten (10) 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.

The District shall pay to County the actual cost of Services as 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. The 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 approved budget.

The County agrees to provide a minimum of four (4) months advance written notice to the District before increasing any unit price or cost to the District as provided herein, to be applicable during any subsequent calendar year, including an explanation of any anticipated unit price increase for any Service for the next calendar year. Should the District dispute the County's proposed unit 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. This paragraph does not apply to a budget increase, but only to a rate increase.

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).

3.8 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended Agreement shall create no obligation on either 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 Amended 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 Amended Agreement.

ARTICLE IV TERM OF AGREEMENT

4.1 EFFECTIVE DATE AND TERM. This Amended Agreement shall be effective upon the last of the following events to occur: (i) approval of the Amended Agreement as provided in the Utah Code Ann. § 11-13-202.5(1) and (2), (ii) delivery of the Amended 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 Amended Agreement with the keeper of records of each of the Parties, and shall continue in full force and effect from year to year.

In addition, each of the Services covered by this Amended 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.

4.2 TERMINATION. Pursuant to Utah Code Ann. § 11-13-206(1)(a), the Parties agree that this Amended Agreement will continue from year to year unless terminated by either party. An individual Service covered by this Amended Agreement may be terminated *without cause* by either Party upon at least one year's prior written notice to the other Party, as provided in this Paragraph 4.2, 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 3.7 above. An individual Service covered by this Amended Agreement may be terminated *with cause* by either Party with reasonable accommodation to the other party as circumstances necessitate. 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 set forth herein.

ARTICLE V NOTICES

5.1 WRITTEN NOTICE. 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, Room N3-600
Salt Lake City, UT 84190
E-mail: _____

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 and Municipal Services
2001 South State Street, Room N3-600
Salt Lake City, UT 84190
E-Mail: RGraham@slco.org

With a copy to Salt Lake County District Attorney
Attn: Chief Deputy District Attorney
2001 South State Street, #S3-600
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.

ARTICLE VI INSURANCE

6.1 LIABILITY

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 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 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.

ARTICLE VII DISPUTE RESOLUTION

7.1 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 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 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.

7.2 **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 one-half of the costs. In the event mediation is unsuccessful, the claim or dispute will 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 Amended Agreement.

7.3 **LITIGATION EXPENSES.** If any action, suit, or proceeding is brought by either Party with respect to a matter or matters covered by this Amended Agreement, costs and expenses of the prevailing Party incident to such proceeding, not including attorneys' fees, shall be paid by the non-prevailing Party.

7.4 **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 Amended Agreement shall not preclude the exercise of any other right or remedy.

ARTICLE VIII
INTERLOCAL COOPERATION ACT

8.1 COMPLIANCE WITH UTAH CODE ANN. 11-13-101 ET SEQ. The Parties enter into this Amended 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 Amended 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 Amended Agreement is as set forth in paragraph 4.1 above.
- D. The District shall 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 and other payments collected by the County for the District and its members. 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 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 Amended Agreement.

E. Any or all of the Services which are the subjects of this Amended Agreement may be terminated or removed from this Agreement as provided in paragraph 4.1.

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 Amended 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 Amended 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 Amended 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 Amended Agreement does not satisfy any requirement of the Interlocal Cooperation Act, which failure would cause this Amended Agreement to fail to be effective under the Interlocal Cooperation Act, this Amended 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 IX
MISCELLANEOUS PROVISIONS

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

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

9.3 WAIVER. No failure by either Party to insist upon strict performance of any covenant, duty, agreement, or condition of this Amended 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 Amended Agreement. Either Party may, by notice delivered in the manner provided in this Amended 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 Amended 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.

9.4 AMENDMENT. The Parties may amend this Amended Agreement in a writing duly signed by both Parties.

9.5 NO AGENCY. Agents, employees, or representatives of either Party shall not be deemed to be agents, employees, or representatives of the other Party.

9.6 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.

9.7 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.

9.8 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 Amended 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.

9.9 TIME. Time is the essence hereof.

9.10 SURVIVAL. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Amended Agreement and shall continue in full force and effect throughout the term of this Amended Agreement.

9.11 COUNTERPARTS. This Amended 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 Amended Agreement to be duly executed effective as provided in Paragraph 4.1 hereof.

GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT

SALT LAKE COUNTY

By: _____

By: _____

Steven Perry,
Chair

Rick Graham,
Deputy Mayor, Chief of Operations

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. 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: 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.

Billing: The 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 approved budget. The Amount billed will not exceed the approved District budget or its subsequent amendments.

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. 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. 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: 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.

Billing: The District will be billed for actual costs minus revenues. The Amount billed will not exceed the District 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, Risk Management and Mayor’s Finance are included in the overhead charges. Overhead charges are billed one (1) year in arrears. 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 corporate 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 the Metro or City ordinances (and amendments thereto including, without limitation, issuing citations and promptly transmitting information copies of such citation to the Metro or City); 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 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 District Limits, 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 officer will work primarily within the District limits of on cases originating in the District limits between the hours of 7:00 AM and midnight; provided, however, that the animal control officer 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. District agrees that it will take no action to compromise the County’s “No-Kill” Status and associated programs, and will require its members to take no action that will compromise the County’s ability to run a “No-Kill” Status program.

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. **County Liaison.** The Director of Animal Services or designee shall act as liaison with the District to coordinate and oversee the delivery of Animal Control Services and to attend meetings of the District (including cabinet meetings and advisory committees) and meetings with the District Council to discuss Animal Control Services, as requested by District.

7. **Coordination with District’s Liaison.** The District shall designate a liaison (the “District’s Liaison”) to coordinate the delivery of Animal Control Services.

8. **Services Performed in a Professional, Reasonable 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.

9. **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 other cities in the County without charge, or (b) provided by the County without material additional cost to the County. Otherwise, any special animal control services requested by the District shall be provided by the County on a cost basis.

10. **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, Salt Lake City, Utah 84123.

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

a. ***County Collect and Retain License Fees.*** The District shall require each Metro Township to 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 Metros 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 retained by the County.

b. ***Payment.*** 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.

c. ***Billing:*** The District will be billed for actual costs minus revenues. The Amount billed will not exceed the District Funding amounts stated in the adopted District budget.

d. ***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. 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. 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 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. 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 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. There is an emphasis on applying regulations to achieve the highest level of public safety reasonably possible.

Budget: 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.

Billing: The 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 approved budget. The Amount billed will not exceed the approved District budget or its subsequent amendments.

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. 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 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: 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.

Budget: 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.

Billing: The 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 approved budget. The Amount billed will not exceed the approved District budget or its subsequent amendments.

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. 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 metro townships and Millcreek. 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 metro township, city or town.

Public Safety Services - The Public Works and Municipal Services Department 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 – Administrative Services works with the Wasatch Front Waste & Recycling District to ensure the highest quality sanitation services for the District and its members.

Budget: 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.

Billing: The 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 approved budget. The Amount billed will not exceed the approved District budget or its subsequent amendments.

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. 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, recorder services, auditor services, treasurer services, engineering services not otherwise provided above, and surveyor services. Surveyor services may include mapping and GIS services, property site surveys and other surveyor services.

Budget: 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.

Billing: The 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 approved budget. The Amount billed will not exceed the approved District budget or its subsequent amendments.

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. 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 “G”
Capital Projects

New Projects:

As identified in the County Budget and approved by the District Budget.

Re-budgeted Projects:

As identified in the County Budget and approved by the District Budget.

Budget (Accounting): 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.

Billing: The 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 approved budget. The Amount billed will not exceed the approved District budget or its subsequent amendments.

10% 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, Risk Management and Mayor’s Finance are included in the overhead charges. Overhead charges are billed one (1) year in arrears. 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.