

FIRST AMENDMENT OF THE MASTER INTERLOCAL AGREEMENT

BETWEEN

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

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

RECITALS

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

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

1. The District hereby assumes responsibility for managing the District's finances, and the County shall no longer have such responsibility under the Agreement, as further set forth herein. To effectuate this change, the Agreement is amended as follows:
 - a. Recital D. The following is hereby inserted after the first sentence: "S.B. 124 (enacted in 2019) no longer requires various county officials and staff to fulfill the duties of the treasurer, recorder, clerk, surveyor, engineer, and auditor of each Metro Township, including providing budgeting and accounting services for the Metro Townships. Accordingly, such responsibilities will only be fulfilled by said county officials or staff to the extent the parties have agreed in this Agreement or other agreements."
 - b. Article I, Section 1.1(F). The following phrase is hereby deleted: "financial accounting, bookkeeping and reporting (clerk) services; budgeting; treasurer services"
 - c. Article I, Section 1.1(G). The following phrase is hereby deleted: "budgeting and accounting services, treasurer services...auditor services"
 - d. Article III, Section 3.2. The following sentence is hereby deleted: "Member Metro budgets shall be set by their respective councils with assistance by County staff and administered as an Operational Service by County staff as outlined by the Uniform Fiscal Procedure Act for Utah Cities (See, UTAH CODE ANN. §10-6-101 et seq.)."
 - e. Article IV, Section 4.6. This Section is hereby deleted in its entirety and replaced with the following: "Regarding grants applicable to capital projects or any other Service identified in Attachments "A" through "B" and "D" through "F" for use in the District service area, the County shall write grant applications, track the requirements and costs of grants, and complete reports that are required by grants, and the County shall submit all of these to the District. The District, on behalf of the applicable Metro Township, shall sign and submit to the grantor all applications and reports, and shall receive and account for all grant funds. Interlocal agreements for capital projects that use grant funding shall be in the name of the District and/or applicable Metro Township, and not the County (except for grants applicable to unincorporated areas of the County), but services required under such interlocal agreements shall be provided as outlined in said interlocal agreement. The District shall continue to pay the County for such grant-related services. The County is not responsible for collecting, distributing, or otherwise administering other donations or contributions aside from grants."
 - f. Attachment "E". The following phrase is hereby deleted from the first paragraph: "and fiscal." The following phrase is hereby deleted from the second paragraph: "budget assistance,".

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

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

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

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

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

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

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

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

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

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

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

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

APPROVED AS TO FORM

Attorney representing Salt Lake County

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

By: _____
Chair

Date: _____

APPROVED AS TO FORM

Attorney representing Greater Salt Lake Municipal Services District

COPPERTON METRO TOWNSHIP

By: _____
Mayor

Date: _____
APPROVED AS TO FORM

Attorney representing Copperton Metro Township

EMIGRATION CANYON METRO TOWNSHIP

By: _____

Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Emigration Canyon
Metro Township

KEARNS METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Kearns Metro
Township

MAGNA METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Magna Metro
Township

WHITE CITY METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing White City Metro
Township

4825-4221-4025, v. 2

Exhibit 1.**Table 1.**

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

Table 2.

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

Attachment B

SECOND AMENDMENT OF THE MASTER INTERLOCAL AGREEMENT

BETWEEN

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

This Second Amendment of the Master Interlocal Agreement (the “Amendment”) is entered into on the date the Amendment is signed by all the Parties, and effective as provided in Section 3 below, between the GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a local district and political subdivision of the state of Utah (the “District”), SALT LAKE COUNTY, a body corporate and politic and a political subdivision of the State of Utah (the “County”), COPPERTON METRO TOWNSHIP, a municipal corporation, EMIGRATION CANYON METRO TOWNSHIP, a municipal corporation, KEARNS METRO TOWNSHIP, a municipal corporation, MAGNA METRO TOWNSHIP, a municipal corporation, and WHITE CITY METRO TOWNSHIP, a municipal corporation. All of these entities collectively shall be referred to hereafter as the “Parties” and individually as a “Party.”

RECITALS

- A. On or about January 25, 2018, the Parties entered into the Master Interlocal Agreement for the provision of municipal, administrative, and operational services by the County to unincorporated areas of the County and each of the Metro Townships on behalf of the District (the “Agreement”).
- B. The Parties are in the process of amending the Agreement to provide for the District to take over responsibility (from the County) for providing financial services to the District (“First Amendment”).
- C. Section 1.2 of the Agreement provides that the provision of services may transition away from the County to the District pursuant to the terms of the Agreement
- D. The Parties desire the planning and development services referenced in the Agreement, which were provided by the County to the District, to transition to and be performed by the District for the County and the Member Metro Townships (“Member Metros”).
- E. The transfer of assets related to the planning and development services transition hereunder, and County provision of support services to the District, shall also be governed by agreements that are separate from this Amendment.

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

1. The District hereby assumes responsibility for those services outlined in Attachment “C” attached to the Agreement (as amended hereby) (hereafter “planning and development services”), and the County shall no longer have such responsibility under the Agreement, pursuant to the terms hereof. To effectuate this change, the Agreement is amended as follows:
 - a. Strike “planning and development” from the following sections of the Agreement: Recital A and Attachment “E”
 - b. Article I, Section 1.1(C). This paragraph is replaced with the following language: “The District agrees to provide planning and development services to its Member Metros and the County, specifically including planning and development staff services. These services shall also include business licensing, building inspection, and code violation enforcement. These services shall be provided throughout the entire District service area, including the Mountainous Planning District. The provision of these services shall include the use of District personnel, equipment, buildings (as applicable), supplies, assets and other District resources.
 - c. Add Article I, Section 1.2.1 as follows: “The District shall perform the planning and development services hereunder in a professional, reasonable and responsive manner in compliance with all applicable laws, ordinances and regulations (including but not limited to all applicable environmental and safety regulations) and consistent with the agreement of the applicable Parties, and such other applicable requirements and standards of performance.

“Subject to the foregoing and following paragraph, the exact nature of how planning and development services are to be provided, the discipline of personnel, the maintenance of District assets and any other matters incidental to providing planning and development services shall remain with the District in its sole discretion after consultation with the County and/or the impacted Member Metro(s), as applicable. Subject to paragraphs 5.1 and 5.2 of this Agreement, the applicable Parties further agree to acknowledge in writing prior to the end of each calendar year during the term of this Agreement, which planning and development services will continue to be provided by the District for an additional calendar year and which planning and development services will be discontinued upon expiration of the then current calendar year. In addition, each of the planning and development services covered by this Agreement may be modified or extended with a minimum of ninety (90) days advance notice, provided that the parties reach written agreement on the particulars of the modification, cancellation or extension.

“For land use Applications of Regional Impact (filed by property owners, their agents, or the County) within the unincorporated County, the County reserves the

right, after receiving input from the Planning and Development Director for the District, to direct the District to utilize the County's Office of Regional Development and Transportation ("County's ORDT") and/or a third-party consultant as directed by the County to consult with the District's planning department regarding any such Application of Regional Impact. The cost of the services provided by the County's ORDT and/or such third-party consultant shall be billed to the District and shall be paid by the District to the County's ORDT within sixty (60) days of receipt of said bill. The District agrees to reserve in its annual budget each year an amount equal to \$100,000 to be used to pay such fees for said year; it being understood that if such reserve funds are not expended during any given year, such funds shall not accumulate and shall be available to meet the reserve requirement for the immediately following year. The County may request funds in excess of such \$100,000 from the District through the District's budget process. For purposes of this Agreement, an "Application of Regional Impact" is defined as a land use application (including for ordinance or general plan amendments) that is likely to have regional effects beyond the unincorporated County, and is legislative in nature. Examples of such Applications of Regional Impact include applications that: involve development agreements that are filed under Chapters 19.13 (Mountain Resort Zone) or 19.69 (Planned Community Zone), applications to amend either of those Chapters or Chapter 19.72 (Foothills and Canyons Overlay Zone), applications to amend a general plan that governs the unincorporated canyons within the Central Wasatch, and/or applications that involve a transportation or utility network that crosses the boundaries of the unincorporated County.

The District agrees that it shall provide community engagement services to the community councils in the unincorporated areas during the term of this Agreement. Such services shall include management of the community council budget process and record keeping, as well as regular attendance at monthly community council meetings and association of community council meetings, with reports of such meetings to be provided to the District board and the County. The cost of such services shall be included in the District annual budget.

- d. Add Article I, Section 1.3.1 as follows: "As provided herein, the provision of planning and development services hereunder shall include the use of all District equipment, buildings (as applicable), supplies, assets (including vehicles), and other resources ("planning and development assets") necessary to provide planning and development services. The District shall at all times retain management authority and control over its planning and development assets. The responsibility to insure, maintain, and repair said planning and development assets shall at all times remain obligations solely of the District."
- e. Add Article I, Section 1.4.1 as follows: "With respect to planning and development services, the relationship of the District, and of any District employee, with the County or Member Metros under this Agreement shall be that of an independent contractor. The District 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 or its employees and the County or any of the Member Metros of employer and employee, partners, or parties to a joint venture. Should the County or Member Metros have any criticism, concern, or recommendation regarding any District employee, specifically or generally, the County or Member Metros may raise it directly with the District General Manager. The District shall diligently and appropriately address an issue raised by the County or Member Metro and report back to the County or Member Metro, as appropriate.

“In performing the planning and development services, the District shall furnish and supply all necessary labor, supervision, equipment communication facilities, uniforms, badges, and other items necessary and incident to the provision of planning and development services in compliance with the requirements of the law, including the Americans with Disabilities Act, and all rules and regulations adopted or promulgated in furtherance thereof, as understood by the District. As provided herein, the planning and development services shall be provided and supervised by District employees.”

- f. Article I, Section 1.5 is hereby deleted and replaced with a new Article I, Section 1.5 as follows:

“A. REPORTS. The District, with respect to planning and development services, and the County with respect to all other Services to be provided by the County hereunder, shall provide financial, operational, or other information reasonably requested by any of the Parties.

B. COMPLAINTS AND EXCEPTIONAL BEHAVIOR. All complaints regarding planning and development services shall be referred to the District, and all complaints regarding other Services to be provided by the County hereunder shall be referred to the County. The District shall be responsible for resolution of planning and development services complaints in consultation with the County and Member Metro, and the County shall be responsible for resolution of complaints related to all other Services to be provided by the County hereunder, as appropriate. On a regular basis, the District shall provide to the County and Member Metros copies of any written complaint(s) received regarding the applicable Party's planning and development services, and the County shall provide to the District and Member Metros the same related to other Services. The District and County need not provide such information if either as applicable reasonably deems such notice to be a violation of any merit provision or any

applicable privacy law, or that such notice would jeopardize any ongoing investigation or the safety of any person. Notwithstanding, the District or County as applicable may share this information with any of the Parties upon request if appropriate restrictions are put into place, such as redacted complaints and related information, with private, controlled or protected information deleted. Further, the District shall provide to the County or the applicable Member Metro copies of any written documents demonstrating commendable behavior regarding the provision of the applicable Party's planning and development services, and County shall provide the same for all other Services. These documents may be used to help measure the performance of the District or County as applicable in fulfilling its obligations under this Agreement.

C. SERVICE EMERGENCIES. All service complaints or requests, including those of an emergency nature, shall be resolved by the division or department of the County or District, as applicable, who is providing the service in accordance with standards employed by a modern, well equipped division or department."

D. ADDITIONAL DISCLOSURE AND POLICY DEVELOPMENT. From time to time, the County or District as applicable, upon reasonable request of any of the Parties, shall provide 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."

- g. Add Article I, Section 1.6.1 as follows: "District agrees to cooperate, communicate and work closely with the County and each Member Metro to ensure the timely performance of planning and development services, including follow up with all Parties as the need may require or as requested."
- h. Amend Article II, Section 2.1 as follows: "Subject to available funding and resources and Section 1.2.1 hereof, the Parties acknowledge and agree that, after considering input from District Members (including the County), the District shall retain final decision-making authority with regard to the type, scope, priority and quality of the Municipal Services provided under this Agreement, provided, however, that, except as provided in subsection 2.1.1, the District will pay to the County not less than the minimum amount required for the budgeted level of service consistent with each of the Attachments to this Agreement other than Attachment C."
- i. Add Article II, Section 2.1.1 as follows: "With respect to planning and development services, the District will provide to the County and each Member Metro not less than the minimum services required consistent with Attachment "C" to this Agreement."
- j. Add Article II, Section 2.3.1 as follows: "Subject to available funding, the minimum contract amount to be used by the District for planning and

development services, as set forth in the District budget, which, under generally acceptable fiscal practices, will necessarily include a fund balance, is based on actual District costs to purchase, own, operate and maintain the equipment and materials and to employ the personnel necessary to provide the budgeted level of planning and development services. The District agrees to use the budgeted contract amount identified by the District Budget to cover these base costs plus income attributable to planning and development services received by the District, its Members, and the County. Actual costs for planning and development services will be tracked by the District monthly.

“The Parties agree to cooperate with each other to bring planning and development services costs in line with estimated budgeted amounts. Subject to the terms of this Agreement, the District shall cover the actual full costs of the planning and development services work performed, including labor, equipment, and materials, as outlined in this Agreement.”

- k. Add Article II, Section 2.4.1 as follows: “The County may modify (increase or decrease) the level of planning and development services, or accelerate the timing of any component of the same if the County provides at least ninety (90) days prior written notice to the District of such change and, in the event of an increase, the District approves such change or modification and a modified rate schedule. The District shall use its best efforts to provide any increase in planning and development services requested by the County. The amount due for such increase or decrease shall be agreed to by the District and County in good faith and shall accrue as of the date the modified planning and development services become effective and shall be paid as provided in Article IV below.
- l. Add Article III, Section 3.1.1 as follows: “To facilitate the provision of planning and development services, and recognizing the District’s reliance on applicable local laws and regulations in the performance of those services, each Member Metro and the County agrees to provide District representatives with copies of current resolutions, ordinances, rules and regulations that pertain to said Party’s respective planning and development services as well as provide timely amendments and updates to resolutions, ordinances, rules and regulations. The County and each Member Metro shall retain its respective policy decision-making power and authority with regard to enacting municipal ordinances, land use regulations, decisions or actions and other police powers, as provided pursuant to law.”
- m. Add Article III, Section 3.2.1 as follows: “The County and each Member Metro agrees that the District shall be responsible for funding all costs associated with planning and development services from the funds received under Article IV.

“The District agrees that the District's annual budget shall include a line item in the District’s unincorporated fund for the County’s administration costs related to the unincorporated areas in an amount commensurate with the amounts allocated

to each Member Metro for its administration costs, to be determined by the District as part of its budget after receiving budget requests for the same from the County and the Member Metros; it being understood that the foregoing is intended (in part) to compensate the County for the loss of overhead on account of the transition of planning and development and other services.

“Member Metros and the County will provide timely input to the District’s General Manager, not less than annually and more often as appropriate, regarding the District’s budget to address the type, scope and priority of planning and development services anticipated to meet the reasonable planning and development service needs of the County and each Member Metro (as applicable).

“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 fund the total actual costs of the work performed, including labor, equipment, materials, and other costs for planning and development services, as outlined in this Agreement.”

- n. Add Article IV, Section 4.5.1 as follows: “The District shall collect, on behalf of the County and Member Metros, all fees and charges established by each Member Metro or by the County for planning and development services performed by the District. The District shall retain all such fees and charges to fund planning and development services to the County and Member Metros (as applicable). To the extent necessary, the County and Member Metros authorize the District to pursue the efficient collection and enforcement of all fees, assessments, and fines within the District service area for planning and development services. The County and Member Metros shall maintain in effect valid fee ordinances for planning and development services. When necessary, each of the County and Member Metros shall pass a resolution delegating authority to the District to collect such fees. Copies of these resolutions shall be maintained by the District and shall be made available to any person upon request.”
- o. Add Article IV, Section 4.6.1 as follows: “Any and all grants, donations, and contributions applicable to planning and development services for use in the District service area shall be collected and accounted for by the District to fund the provision of the applicable planning and development services.”
- p. Add Article IV, Section 4.7.1 as follows: “Subject to all limitations herein, the District shall fund the cost of planning and development services as reasonably determined by the District and as set forth in the annual District budget and subsequent amendments to that budget, as approved by the District Board. The District shall fund the cost of the work performed for the County and Member Metros, including labor, equipment, materials, and indirect costs, if any, as outlined in the approved budget and provided herein.

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

- q. Add Article IV, Section 4.9.1 as follows: “The process for determining full cost for planning and development services shall be as follows: The District will budget for planning and development services, recognizing that County and Member Metro needs will fluctuate from year to year. During the year, the District will maintain accurate records of planning and development services provided.”
- r. Add Article VII, Section 7.1.1 as follows: “The District shall be responsible for insuring all of its employees, assets, and activities including, but not limited to, comprehensive all risk insurance, commercial general liability insurance, worker’s compensation insurance, motor vehicle liability coverage for owned and non-owned vehicles, and umbrella liability insurance, for the benefit of the District, County, and Member Metros in such amounts as may be prudent or legally required to protect against any and every risk, loss, cost, damage and/or liability respecting the provision of planning and development services, the District’s employees and/or the District’s assets, including, without limitation, the assets described in the County and District’s Agreement for Transfer of Assets in Conjunction with Transition of Planning and Development Services executed concurrently herewith.”
- s. Add Article VII, Section 8.2.1 as follows: “Claims, disputes, and other issues between any of the Parties arising out of or related to planning and development services which cannot otherwise be resolved by the applicable Parties shall be first submitted to mediation as mutually agreed by the applicable Parties. Each applicable Party shall be responsible to pay a proportionate share of the costs of the Mediator. In the event mediation is unsuccessful, the claim or dispute may be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless the provision of planning and development services is otherwise terminated pursuant to the provisions hereof or as otherwise agreed to by the applicable Parties in writing, during litigation of any such dispute the District shall continue to provide planning and development services in accordance with the terms of this Agreement. The County and Member Metros shall continue to perform their commitments under this Agreement.”
- t. Amend Article IX, Section 9.1(D) as follows: “The District may be funded by Sales Tax Revenues, by class B and C roads account revenues, by cable franchise fees, by grants and by fines, fees, charges, levies, property taxes, or other available funds. Such funds will be the District’s source of funds to make

payments to the County or provide planning and development services 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 or provide planning and development services hereunder shall be proportionately abated until such time as the required funding is provided to the District. The District shall be responsible for formulating and approving its annual budget and the County shall be responsible for formulating and approving its annual budget and, in particular, the annual budget of each County division and department that will or may provide any Service to the District as provided in this Agreement.

u. Amend Attachment "C" as follows:

The "Building Permits," "Business Licensing," "Building Inspection," and "Code Enforcement" paragraphs are retained in their entirety.

The "Planning and Zoning" paragraph is replaced with the following language: "Provide the resources to create general plans for Member Metros and the County for the purpose of ensuring that future development is consistent with best practices. Assist the public and the County's Office of Regional Development in selecting the most efficient path to achieve the desired building permit for any project. Provide staffing support for all planning commissions within the District's service area (including the Mountainous Planning District Planning Commission) to make the public review portion of the permitting process as efficient as possible. Issue business licenses and building permits in accordance with state, county and local regulations. Provide any other assistance that is reasonably related to the County or any of the Member Metros' respective planning and zoning responsibilities. There is an emphasis on applying regulations to achieve the highest level of public safety reasonably possible. District will provide any other assistance requested by the County and/or any Member Metro relating to their respective planning and development."

The "Budget" paragraph is replaced with the following language: "Subject to available funding, the District shall fund the actual cost of planning and development 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."

The "Overhead" paragraph is hereby deleted.

2. All other provisions of the Agreement as amended by the First Amendment shall remain in full force and effect.
3. As required by the Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code (the "Interlocal Act"), this Amendment shall be effective upon the last to occur of the following:

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

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

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

APPROVED AS TO FORM

Attorney representing Salt Lake County

COPPERTON METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Copperton Metro Township

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

By: _____
Chair

Date: _____

APPROVED AS TO FORM

Attorney representing Greater Salt Lake Municipal Services District

EMIGRATION CANYON METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Emigration Canyon Metro Township

APPROVED AS TO FORM

KEARNS METRO TOWNSHIP

Attorney representing White City Metro
Township

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

4825-4221-4025, v. 2

Attorney representing Kearns Metro
Township

MAGNA METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Magna Metro
Township

WHITE CITY METRO TOWNSHIP

By: _____
Mayor

Date: _____

Attachment C

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

THIS AGREEMENT (the “Agreement”) is made and entered into by and between the GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a local district and political subdivision of the state of Utah (“District”), COPPERTON METRO TOWNSHIP, a municipal corporation (“Copperton”), EMIGRATION CANYON METRO TOWNSHIP, a municipal corporation, (“Emigration”), KEARNS METRO TOWNSHIP, a municipal corporation (“Kearns”), MAGNA METRO TOWNSHIP, a municipal corporation (“Magna”), WHITE CITY METRO TOWNSHIP, a municipal corporation (“White City”), and SALT LAKE COUNTY, a body corporate and politic and a political subdivision of the state of Utah (“County”), on behalf of its Addressing Division. Each metro township (and any other municipality that hereafter is part of and/or is served by the District) may be referred to separately, or collectively as “District Members” or “Members.” The District and County are sometimes referred to in this Agreement as the “Parties.”

RECITALS

- A. On September 15, 2015, the County created the District by resolution setting forth boundaries as a municipal services district pursuant to the MUNICIPAL SERVICES DISTRICT ACT, UTAH CODE ANN. § 17B-2a-1101 *et seq.* (the “Act”). The District is authorized to exercise all rights, powers, duties, and responsibilities of a municipal services district as provided by law. The District was created to provide specified

municipal services to unincorporated areas of the County and to those metro townships, cities, and towns that might choose to be part of the District or to contract with the District for the provision of services.

- B. Pursuant to the Interlocal Cooperation Act, UTAH CODE ANN. § 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), the County, the District, and all District Members are authorized to enter into this Agreement.
- C. Subject to available funding, the Parties intend that the personnel, services, and assets to be provided by the County will be provided on an actual full 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.
- D. The District and District Members are in need of certain services that the County is willing and able to provide.
- E. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the services provided by the County under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents served by the District.

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:

AGREEMENT

1. Scope and Description of Services to be Provided. The County agrees to provide the District and its Members with Addressing Services (“Services”) as defined in Attachment A, which is incorporated by reference and made part of this Agreement, for the term of

this Agreement, including extensions and renewals thereof. The County shall perform the Services in a professional, reasonable and responsible manner. The County, the District, and its Members acknowledge and agree that the District and its Members shall retain all policy decision-making authority regarding the type, scope and quality of the Services provided under this Agreement. The County is only providing Services to the District and its Members under the direction and control of the District and its Members. The Services, or a component Service included within the Services, may be modified (increased or decreased), canceled or extended by the District, Members or County with a minimum of six (6) month's advance notice, provided that the Parties reach written agreement respecting the particulars of the modification, cancellation, or extension, including a modified rate schedule. The County shall use its best efforts to provide any increase in a Service requested by the District or Members. The amount due for such increase or decrease shall accrue as of the date the modified Services become effective, and shall be due and payable as provided in Section 3 hereof. Should the County and District or Member be unable to agree on the amount of the increase or decrease, the issue may be resolved as provided in Section 21 below.

2. Fees for Services.

- a. For the initial term of the Agreement, the District and District Members shall pay the County pursuant to the Addressing Services rate schedule (the "Contract Price") detailed in Attachment B, which is incorporated by reference and made part of this Agreement, for the defined services provided by the County. The fees shall consist of the actual costs to provide each of the services identified in Attachment "A" including personnel and other associated costs. For each

subsequent calendar year, County agrees to provide the District and its Members with any estimated updated rate schedule not later than September 1st of each year during which this Agreement is in effect, with the actual rate increase or decrease to be as approved by the County Council pursuant to the County's final adopted budget, and effective no sooner than January 1st of the next succeeding year. Should the County fail to do so after a 15-day grace period (or by September 15), the prior approved rate schedule shall remain in effect during the subsequent calendar year unless the County and District or Member otherwise agree in writing. Upon request, the County will provide an explanation for any anticipated price increase. Should the District or Member dispute any cost increase estimated by the County in September, the Parties and Member as applicable agree to work together in good faith prior to approval of the County's final adopted budget to come to a resolution in accordance with Section 21 below. Should the Parties be unable to reach an agreement, the District or Member shall be free to provide notice of termination per section 6 and secure the subject Service or Services from any other service provider and/or to retain personnel, materials, equipment, etc. as necessary or appropriate for the District or Member to provide the same, whereupon at the conclusion of the termination notice period, this Agreement shall terminate respecting the said Service, but not otherwise. If the District or Member provides notice of termination, the final Council-approved rate schedule for the new budget year shall apply to that year until the contract terminates, even if the rate of services is the reason for termination.

- b. Because overhead costs are part of the full cost of services that the County provides under the Agreement, and State law and County ordinance and policy requires recoupment of the full cost of services, the County may continue to charge the District and its Members all of its overhead, i.e., indirect costs that may reasonably be allocated to provision of the Services. The Parties acknowledge that they are negotiating a potential change to the Agreement regarding how overhead is handled, and any agreed-upon change will appear in a later amendment of the Agreement.
- c. The Parties recognize, understand and agree that the Services to be provided by the County to the District and Members 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 the Services.
- d. Revenue received by the County as a result of providing the Services shall be credited to the District or Member and deducted from any amount which otherwise would be due from the District or Member under this Agreement.

3. Remittance of Contract Price.

- a. County shall bill the District or Member on a per project basis for the Services rendered as set forth in Attachment B or as otherwise agreed to in writing by the Parties. The County shall submit the billing to the District or Member, with the invoice presented to the District General Manager or Member Mayor for review and approval, within forty-five (45) days after the completion of a project where any Service was provided. The billing shall cover all Services provided by the County under this Agreement during the project period, contain such detail as

desired by the District or Member, and fully comply with the requirements stated in the applicable Attachment. The District or Member shall remit payment, via Electronic Funds Transfer, for Services within forty-five (45) days after the date of receipt of any undisputed bill to:

Salt Lake County
Attn: Property Addressing Manager
2001 South State Street, N1-300
Salt Lake City, Utah 84190

- b. 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.
4. Ordinances and Policies. District Members shall not adopt ordinances inconsistent with either County Addressing Standards or County Ordinance 2.49, prior to meeting and conferring with the Addressing Division Director. If in the Addressing Division Director's opinion, the proposed inconsistencies will have an adverse effect on public safety or violate best practices, the Addressing Division Director shall so advise the District Member. This Agreement shall terminate upon a District Member's adoption of any such ordinance but each District Member shall have final authority to adopt or modify their addressing ordinances as they deem appropriate. County may from time to

time, as appropriate, recommend amendments to the District Members' ordinances so that the District Members' ordinances reflect modern addressing standards and practices.

5. Effective Date and Term.

a. This Agreement shall be effective upon the last of the following events to occur:

(i) approval of the Agreement as provided in the UTAH CODE ANN. § 11-13-202.5(1) and (2), (ii) delivery of the Agreement to an attorney representing each Party and each Member 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 the Members.

b. The initial term of this Agreement shall terminate on December 31, 2020.

c. Thereafter, the term may be renewed annually upon the same terms and conditions as set forth herein. Each annual extension shall be initiated by either Party sending, in writing, its intention to renew the Agreement for an additional one-year period, prior to October 1 of each contract year. Upon written notice by the other Party that it is willing to enter into such an extension, issued no later than November 1 of that contract year, the Agreement shall be automatically extended for one year commencing on the first day of new calendar year.

References to the "term" of this Agreement shall include all renewal periods.

d. The total duration (term) of this Agreement may not exceed 50 years.

6. Termination. Pursuant to UTAH CODE ANN. § 11-13-206(a), the Parties and Members agree this Agreement may be terminated (with or without cause) by either party upon at least One-hundred eighty (180) days prior written notice to the other Party.

7. Written Notices. For purposes of communicating and maintaining ongoing contract management, written notices will be delivered, mailed or sent by email to each designated Party identified below to the address or email on file with the District, and to the current address of the Mayor of each Member. Each Party and Member shall be responsible to maintain updated addresses and emails.

DISTRICT: Greater Salt Lake Municipal Services District
District General Manager
2001 South State Street, N3 600
Salt Lake City, UT 84190
E-mail: bbarker@msd.utah.gov

With a copy to Counsel for the District
Fabian VanCott
Mark H. Anderson
Rachel S. Anderson
215 South State Street, Suite 1200
Salt Lake City, UT 84111
E-mail: mhanderson@fabianvancott.com
E-mail: randerson@fabianvancott.com

COUNTY: Salt Lake County – Addressing Division
Attn: Property Addressing Manager
2001 South State Street, N1-300
P.O. Box 144575
Salt Lake City, UT 84114-4575
E-mail: tcurtis@slco.org

With a copy to Salt Lake County District Attorney
Attn: Chief Deputy District Attorney
35 East 500 South
Salt Lake City, UT 84111
E-mail: rhamness@slco.org

A written notice shall be effective immediately upon personal or e-mail 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. From time-to-time, either Party may change its notice address by so notifying the other Party as provided above.

8. Independent Contractors.

- a. The relationship of the County, and of any County employee, with the District and its Members 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 its Members and the County, or the County's employees, of employer and employee, partners, or parties to a joint venture. Should the District or its Members have any criticism, concern, or recommendation regarding any County employee, specifically or generally, the District, or a Member acting through 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 an issue raised by the District and/or a Member and promptly report back to the District and/or the Member, as appropriate.
- b. In performing the Services, the County shall furnish and supply all necessary labor, supervision, insurance coverage, equipment, buildings, supplies, assets, communication facilities, and other facilities and items and support services necessary and incident to the provision of the subject Service in compliance with

the requirements of the law, including the Americans with Disabilities Act, and all rules and regulations adopted or promulgated in furtherance thereof, as understood by the County. As provided herein, the Services shall be provided and supervised by County employees. County employees shall remain County employees for all legal purposes, including salary, rights, and benefits, and shall retain their respective seniority, merit status, and all other conditions of County employment except as may otherwise be provided in a separate agreement.

9. Liability. The District, the District Members, 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 and each Member is responsible for its own wrongful or negligent acts which are committed by its agents, officials, or employees. No Party or Member waives any defense otherwise available under the Governmental Immunity Act nor does any Party or Member waive any limit of liability currently provided by the Governmental Immunity Act. Each Party and Member agrees to notify the others of the receipt of any notice of claim under the Governmental Immunity Act for which one Party or Member may have an obligation to defend, indemnify, and/or hold harmless a Party or Member within thirty (30) days of receiving the notice of claim. Each Party and Member also agrees to notify every other Party and Member of any summons and/or complaint served upon the said Party or Member, if a Party or Member may have an obligation to defend, indemnify, and/or hold harmless the first Party or a Member, at least ten (10) days before an answer or other response to the summons and/or complaint may be due.

10. Indemnification. The County shall defend, indemnify, save and hold harmless the District and its Members, including, without limitation, its elected and appointed officers and officials, 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 fees and costs of suit, relating to or arising from the County providing Services to the District and/or District Members. Similarly, the District and District Members shall defend, indemnify, save and hold harmless the County including, without limitation, its elected and appointed officers and officials, 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 or District Members' 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.

11. 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 entering into 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 Sections 5 and 6 above.
- d. The District is funded by the County per Interlocal Agreement and state statute.

- e. 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 or Members as provided in this Agreement.
- f. Each Party will acquire, hold, and dispose of its own real and personal property and there will be no jointly owned property upon the partial or complete termination of this Agreement, including the termination of any Service to be provided hereunder.
- g. To the extent necessary to administer the cooperative undertaking set forth in this Agreement, the General Manager of the District shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the District, the Mayor of each Member shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the Member, and any representative designated by 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.

12. Non-Funding.

- a. The Parties acknowledge that the obligation of any Party to perform as provided in this Agreement is conditioned and dependent upon the appropriation of funds required for any payment due hereunder or to finance the provision of any Service as provided in this Agreement. Each Party's obligation is contingent upon funds being appropriated annually for payments due for the provision of the Services to be provided under this Agreement.
- b. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement then, unless the Parties mutually agree in writing to reduced Services and/or reduced payments that are in line with available and budgeted funding, this Agreement shall create no obligation on the Parties or any Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become void on the first day of the fiscal year for which funds are not budgeted and

appropriated or, in the event of a reduction in appropriation, on the last day before the reduction becomes effective (except as to those reduced Service(s) and/or portions of payments required to perform hereunder as agreed upon by the Parties for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other charge of any kind whatsoever to the Parties, and no right or action for damages or other relief shall accrue to the benefit of any Party to this Agreement

13. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
14. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.
15. Waiver. No failure by any party to insist upon the 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 such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

16. Recitals and Exhibits. The recitals are an integral part of this Agreement and are included as part of this Agreement. All exhibits and attachments annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or any such writing, shall be deemed to refer to and include this Agreement and all such exhibits, attachments and writings.
17. Amendment. The Parties may amend this Agreement by a writing signed by the Parties as provided in the Intelocal Cooperation Act. The amendment shall not be effective if it is not in writing or if it is not signed by all the Parties.
18. No Agency. Agents, employees or representatives of each Party shall not be deemed to be agents, employees or representatives of the other.
19. 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 provisions of this Agreement shall not preclude the exercise of any other right or remedy.
20. Filing. Promptly upon its mutual execution and delivery, copies of this Agreement shall be filed with the keeper of records of each of the Parties.
21. Claims and Disputes.
 - a. CLAIMS AND DISPUTES. In the event of a claim or dispute between the Parties regarding the Services, the Parties agree (without limiting any and all other legal and equitable remedies) that a representative of the District, for itself and any impacted Members, will meet as soon as practical with a representative of the County to discuss and attempt to resolve such dispute.

b. **RIGHTS AND REMEDIES.** The rights and remedies of the Parties hereto and the Members 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.

22. **Titles and Captions.** All section or subsection titles or captions in this Agreement are for convenience only. Such titles and captions shall not be deemed 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

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

24. **Time.** Time is of the essence.

25. **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.

26. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition 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.

27. **Litigation Expenses.** If any action, suit or proceeding is brought by either Party and/or a Member 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 two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature delivered electronically shall be deemed an original.

Each Party and each Member hereby signs this Interlocal Cooperation Agreement on the date written by each Party and Member on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2019

ADMINISTRATIVE SERVICES

By _____
Megan Hillyard
Department Director

Dated: _____, 2019

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By _____
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE DISTRICT

**GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT**

By _____

Name: _____

Title: _____

Dated: _____, 2019

Approved as to Form and Legality:

ATTORNEY FOR THE DISTRICT

By _____

Name: _____

Dated: _____, 2019

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR DISTRICT MEMBERS

COPPERTON METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Copperton Metro
Township

KEARNS METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Kearns Metro
Township

WHITE CITY METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing White City Metro
Township

**EMIGRATION CANYON METRO
TOWNSHIP**

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Emigration Canyon
Metro Township

MAGNA METRO TOWNSHIP

By: _____
Mayor

Date: _____

APPROVED AS TO FORM

Attorney representing Magna Metro
Township

ATTACHMENT A

County will provide and maintain trained personnel, facilities, and equipment to provide the following services within the service area limits of the District or Member, upon the written request of the District or Member.

Addressing Services. Addressing services provided under this Agreement will be provided pursuant to adopted County Addressing Standards and Salt Lake County Ordinance 2.49, "Street Addressing and Property Identification." The specific addressing services that will be provided by the County within District or Member Limits are as follows:

1. *Assignment of Address Information.* Provide assignment of address information on subdivision plat and/or for individual lot/building addresses. Ensure address information is suitable for mail delivery, public safety, utility services and general delivery of services.
2. *Correction of Addresses.* Provide correction of addresses. Document the correction properly by filing an affidavit with the Salt Lake County Recorder's Office. Notify the property owner, public safety dispatch, and the Salt Lake County Treasurer of the address change.
3. *Street Name Changes.* Confirm petition meets required number of signatures. Document street name change and address change for each property along street by filing an affidavit with the Salt Lake County Recorder's Office. Notify the property owner, public safety dispatch and the Salt Lake County Treasurer of the address/street name change.

**SALT LAKE COUNTY
Addressing Division
Fee Schedule**

Service ID	Service	Service Detail	Fee	
			Flat Fee	*Per Lot
A-1	Assignment of Address	Provide assignment of address information on recorded subdivision plat and/or for individual parcel/building addresses. Ensure address information meets addressing standards and address information is suitable for mail delivery, public safety, utility services and general delivery of services.	\$ 100.00	\$ 40.00
A-2	Correction of Address	Provide correction of addresses. Document the correction properly by filing an affidavit with the Salt Lake County Recorder's Office. Notify the property owner, public safety dispatch and the Salt Lake County Treasurer of the address change.	\$ 25.00	\$ 15.00
A-3	Street Name Change	Confirm petition meets required number of signatures. Document street name change and address change for each property along street by filing an affidavit with the Salt Lake County Recorder's Office. Notify the property owner, public safety dispatch and the Salt Lake County Treasurer of the address/street name change.	\$ 250.00	\$ 50.00

* Per lot fee is an addition to flat fee. For example, Assignment of Address fee for a single lot would be \$100 + \$40. For more than a one lot, the fee would be \$100 + (number of lots x \$40).

Attachment D

INTERLOCAL AGREEMENT
BETWEEN
GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT
AND SALT LAKE COUNTY
FOR TRANSFER OF ASSETS IN CONJUNCTION WITH TRANSITION OF PLANNING
AND DEVELOPMENT SERVICES

THIS AGREEMENT (the “Agreement”) is made and entered into by and between THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a local district and political subdivision of the state of Utah (“District”), AND SALT LAKE COUNTY, a body corporate and politic and a political subdivision of the state of Utah (“County”). The District and County are sometimes referred to in this Agreement as the “Parties.”

RECITALS

- A. On September 15, 2015, the County created the District by resolution setting forth boundaries as a municipal services district pursuant to the MUNICIPAL SERVICES DISTRICT ACT, UTAH CODE ANN. § 17B-2a-1101 *et seq.* (the “Act”). The District is authorized to exercise all rights, powers, duties, and responsibilities of a municipal services district as provided by law. The District was created to provide specified municipal services to unincorporated areas of the County and to those metro townships, cities, and towns that might choose to be part of the District or to contract with the District for the provision of services.
- B. On or about January 25, 2018, the Parties entered into a Master Interlocal Agreement whereby the County agreed to provide the personnel, services and assets to the District that the District required to provide municipal services to its service area.
- C. The Parties are concurrently herewith entering into a Second Amendment to the Master Interlocal Agreement (“Second Amendment”), whereby the responsibility for planning and development services, but not necessarily the transition of employees, is transitioning

from the County to the District. The Second Amendment provides that the transfer of assets required to accomplish the transition of planning and development services shall take place in a separate agreement.

- D. The Parties desire in this Agreement to accomplish the transfer of assets required to accomplish the transition of planning and development services.
- E. 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.

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:

AGREEMENT

1. Contribution of County Assets. On the Operational Effective Date, as defined in Section 4 herein, and pursuant to the authority granted in Utah Code Section 11-13-211, the County shall contribute its assets related to planning and development services to the District to be used by and for the benefit of the District, pursuant to the terms hereof. Lists detailing the assets to be so contributed by the County are attached hereto as Exhibits “A” and “D” (collectively, the “Asset Lists”). The Asset Lists may be appropriately updated and revised by the Parties as of the Operational Effective Date. The Parties acknowledge that the contribution of assets does not include property owned by the County and used by the District but not contained in the Asset Lists. The Parties also agree that the assets contributed by the County to the District are contributed “as is,” that the County disclaims all representations and/or warranties of any kind, and that after the transfer, the District

will be responsible for all insurance, operation, maintenance and storage costs of the assets.

2. Licenses. For each software license that is included on Exhibit “B,” the District will be responsible for, and the County will reasonably cooperate to transfer responsibility for the agreements related to said software licenses from the County to the District via assumption, novation, termination, or other method not prohibited by the applicable agreement and which does not detrimentally impact the County, and thereafter the District will be responsible for said agreement according to the terms of the respective agreement, or will be responsible for obtaining its own replacement software, if desired by the District, if the County license agreement is terminated. For those software licenses included in Exhibit “C,” the District will enter into new licenses directly with the licensor in a manner which shall not detrimentally impact the County’s ongoing licenses with those licensors, should the District determine that it desires to continuing using said software; alternatively, the County may (at its sole discretion at the request of the District) extend the use of these licenses to the District if: 1) the licensor provides written acknowledgement, verification, or agreement for the County to do so, 2) the District agrees to indemnify and hold the County harmless for the District’s use of the license pursuant to subsection (a) below, and 3) the District pays the County for all costs associated with the same. The District shall be responsible to ensure that it is authorized to use all software referenced in Exhibits “B” and “C” that it intends to continue using within six (6) months of the Operational Effective Date, and the County may thereafter audit the District’s use of software licenses to ensure the requirements of this section are met. To the extent that the District uses any of the County’s licenses in Exhibits “B” or

“C” or any other County license for any purpose, including during the time the Parties are entering into new agreements with licensors, the District will indemnify and hold the County harmless for such use pursuant to subsection (a) below.

- a. To the extent indemnification is required by this section, District agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims resulting directly or indirectly from the District’s use of County licenses in Exhibits “B” or “C” or any other County license used by the District, its agents, representatives, officers, employees or subcontractors.

3. Vehicle Replacement Fund. In addition to contributing the vehicles outlined in Exhibit “D,” the County Fleet Management Division will hold, on behalf of, and for the exclusive use of, the District the balance remaining in the Planning and Development Services Vehicle Replacement Fund (“Vehicle Replacement Fund”) as of the Operational Effective Date, as reflected in Exhibit “D.” The District shall continue to fund the Vehicle Replacement Fund at the same rate as other agencies whose vehicle replacement funds are managed by the County Fleet Management Division according to annual recommendations of the County Fleet Management Division, using standard industry methodologies. The County Fleet Management Division will review the Vehicle Replacement Fund and schedule with the District on an annual basis. From and after the Operational Effective Date, the County will not fund the portion of the Vehicle Replacement Fund referenced in this paragraph.

4. Operational Effective Date and Term.

a. This Agreement shall be effective upon the later of September 30, 2019, or the last of the following events to occur: (i) approval of the Agreement as provided in the UTAH CODE ANN. § 11-13-202.5(1) and (2), (ii) delivery of the Agreement to an attorney representing each Party for review as to proper form and compliance with applicable law, and (iii) the filing of the signed Agreement with the keeper of records of each of the Parties. Such effective date shall be referred to herein as the “Operational Effective Date.”

b. The initial term of this Agreement shall terminate on December 31, 2020. Thereafter, the term may be renewed annually upon the same terms and conditions as set forth herein. Each annual extension shall be initiated by either Party sending, in writing, its intention to renew the Agreement for an additional one-year period, prior to October 1 of each contract year. Upon written notice by the other Party that it is willing to enter into such an extension, issued no later than November 1 of that contract year, the Agreement shall be automatically extended for one year commencing on the first day of new calendar year.

References to the “term” of this Agreement shall include all renewal periods.

5. Termination. Pursuant to Utah Code Ann. § 11-13-206(a), the Parties agree this

Agreement may be terminated as follows:

5.1 Termination for Default. County or District may terminate this Agreement for an “Event of Default” as defined, upon written notice.

5.2 Event of Default. As used in this Agreement, the term “Event of Default” means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice to the party failing to make

such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

5.3 Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, District or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

5.4 No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

6. Written Notices. For purposes of communicating and maintaining ongoing contract management, written notices will be delivered, mailed or sent by email to each designated Party identified below to the address or email on file with the District. Each Party shall be responsible to maintain updated addresses and emails.

DISTRICT: Greater Salt Lake Municipal Services District
District General Manager
2001 South State Street, N3 600
Salt Lake City, UT 84190
E-mail: bbarker@msd.utah.gov

With a copy to Counsel for the District
Fabian VanCott
Mark H. Anderson
Rachel S. Anderson

215 South State Street, Suite 1200
Salt Lake City, UT 84111
E-mail: mhanderson@fabianvancott.com
E-mail: randerson@fabianvancott.com

COUNTY: Salt Lake County – Mayor’s Office
2001 South State Street, N2-100
Salt Lake City, UT 84114

With a copy to Salt Lake County District Attorney
Attn: Chief Deputy District Attorney
35 East 500 South
Salt Lake City, UT 84111
E-mail: rhamness@slco.org

A written notice shall be effective immediately upon personal or e-mail 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. From time-to-time, either Party may change its notice address by so notifying the other Party as provided above.

7. Liability. 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. No Party waives any defense otherwise available under the Governmental Immunity Act nor does any Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and hold harmless a Party within thirty (30) days of receiving the notice of claim. Each Party also agrees to notify every other Party of any summons and/or

complaint served upon the said Party, if a Party may have an obligation to defend, indemnify, and hold harmless the first Party, at least ten (10) days before an answer or other response to the summons and/or complaint may be due.

8. 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 entering into 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 Sections 4 and 5 above.
 - d. The District is funded by the County per Interlocal Agreement and state statute.
 - e. 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.
 - f. Each Party will acquire, hold, and dispose of its own real and personal property and there will be no jointly owned property upon the partial or complete termination of this Agreement, including the termination of any Service to be provided hereunder.
 - g. To the extent necessary to administer the cooperative undertaking set forth in this Agreement, the General Manager of the District shall have the full

authority and responsibility to administer the cooperative undertaking on behalf of the District, and any representative designated by 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.

9. Non-Funding.

- a. The Parties acknowledge that the obligation of any Party to perform as provided in this Agreement is conditioned and dependent upon the appropriation of funds required for any payment due hereunder or to finance the provision of any Service as provided in this Agreement. Each Party's obligation is contingent upon funds

being appropriated annually for payments due for the provision of the Services to be provided under this Agreement.

b. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement then, unless the Parties mutually agree in writing to reduced Services and/or reduced payments that are in line with available and budgeted funding, this Agreement shall create no obligation on the Parties or any Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become void on the first day of the fiscal year for which funds are not budgeted and appropriated or, in the event of a reduction in appropriation, on the last day before the reduction becomes effective (except as to those reduced Service(s) and/or portions of payments required to perform hereunder as agreed upon by the Parties for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other charge of any kind whatsoever to the Parties, and no right or action for damages or other relief shall accrue to the benefit of any Party to this Agreement

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

11. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

12. Waiver. No failure by any party to insist upon the 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 such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
13. Recitals and Exhibits. The recitals are an integral part of this Agreement and are included as part of this Agreement. All exhibits and attachments annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or any such writing, shall be deemed to refer to and include this Agreement and all such exhibits, attachments, and writings.
14. Amendment. The Parties may amend this Agreement by a writing signed by the Parties as provided in the Interlocal Cooperation Act. The amendment shall not be effective if it is not in writing or if it is not signed by all the Parties.
15. No Agency. Agents, employees or representatives of each Party shall not be deemed to be agents, employees or representatives of the other.

16. 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 provisions of this Agreement shall not preclude the exercise of any other right or remedy.

17. Filing. Promptly upon its mutual execution and delivery, copies of this Agreement shall be filed with the keeper of records of each of the Parties.

18. Claims and Disputes.

a. CLAIMS AND DISPUTES. In the event of a claim or dispute between the Parties regarding the Agreement, 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.

b. MEDIATION. Claims, disputes, and other issues between the Parties arising out of or related to this Agreement which cannot otherwise be resolved by the Parties shall be first submitted to mediation as mutually agreed. Each Party shall be responsible to pay a proportionate share of the costs of the Mediator. In the event mediation is unsuccessful, the claim or dispute may be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah.

c. 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.

19. Titles and Captions. All section or subsection titles or captions in this Agreement are for convenience only. Such titles and captions shall not be deemed 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

20. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.
21. Time. Time is of the essence.
22. 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.
23. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition 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.
24. 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.
25. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature delivered electronically shall be deemed an original.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2019

Approved by:

ADMINISTRATIVE APPROVAL

By _____
SCOTT BAIRD
Department Director

Dated: _____, 2019

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By _____
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE DISTRICT

**GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT**

By _____

Name: _____

Title: _____

Dated: _____, 2019

Approved as to Form and Legality:
ATTORNEY FOR THE DISTRICT

By _____

Name: _____

Dated: _____, 2019

Exhibit A

Planning Assets Equipment/Phone List

ID	year purchased	Manufacturer ID	Model	Estimated purchase price
4050000554	4/13/2012 9:37	Monitor (Vesa P17BH)	17" Touch Flat Panel	250
4050000239		Monitor (Dell 1907Fpf)	19" Flat Panel	250
4050000244		Monitor (Dell 1907Fpf)	19" Flat Panel	250
4050000251		Monitor (Dell 1907Fpf)	19" Flat Panel	250
4050000267	1/23/2007 13:27	Monitor (Dell 1907Fpf)	19" Flat Panel	250
4050000268	1/23/2007 13:41	Monitor (Dell 1907Fpf)	19" Flat Panel	250
4050000277		Monitor (Dell 1907Fpf)	19" Flat Panel	250
4050000282	4/2/2007 12:46	Monitor (Dell 1907Fpf)	19" Flat Panel	250
4050000305		Monitor (Dell 1907Fpf)	19" Flat Panel	250
4050000307		Monitor (Dell 1907Fpf)	19" Flat Panel	250
4050000324		Monitor (Dell 1907Fpf)	19" Flat Panel	250
4050000351		Monitor (Dell 1907Fpf)	19" Flat Panel	250
4050000738		Monitor (Dell 1907Fpf)	19" Flat Panel	250
4050000323		Monitor (Dell 1907Fpf)	19" Flat Panel	250
1015000012		Monitor (Dell 1905fp)	19" Flat Panel	250
4050000402		Monitor (Dell 2209 waf)	22" Flat panel	250
4050000403		Monitor (Dell 2209 waf)	22" Flat panel	250
4050000404		Monitor (Dell 2209 waf)	22" Flat panel	250
4050000400		Monitor (Dell 2209 waf)	22" Flat panel	250
4050000642	11/25/2013 15:44	Monitor (LG 22EN43)	22" Flat wide panel	300
4050000511	4/25/2011 8:19	Monitor VX2250wm	22" Monitor	300
4050000514	5/9/2011 8:41	Monitor VX2250wm	22" Monitor	300
4050000576	7/1/2013 10:19	Monitor P2213 22"	22" Monitor	250
4050000730		Monitor (ViewsonicVA2246M-LED)	22" Monitor VA2246	250
4050000731		Monitor (ViewsonicVA2246M-LED)	22" Monitor VA2246	250
4050000732		Monitor (ViewsonicVA2246M-LED)	22" Monitor VA2246	250
4050000733		Monitor (ViewsonicVA2246M-LED)	22" Monitor VA2246	250
11518		Monitor (HP 2311x)	23" Flat Pannel	250
11519		Monitor (HP 2311x)	23" Flat Pannel	250
4050000655	3/3/2014 9:56	Monitor (AOC e2725She	27" Flat Pannel	300

4050000658	3/3/2014 10:02	Monitor (AOC e2725She	27" Flat Pannel	300
4050000661	3/3/2014 10:06	Monitor (AOC e2725She	27" Flat Pannel	300
4050000667	3/3/2014 10:10	Monitor (AOC e2725She	27" Flat Pannel	300
4050000669	3/6/2014 12:07	Monitor (AOC e2725She	27" Flat Pannel	300
4050000672	3/6/2014 12:11	Monitor (AOC e2725She	27" Flat Pannel	300
4050000675	3/6/2014 12:12	Monitor (AOC e2725She	27" Flat Pannel	300
4050000678	3/6/2014 12:13	Monitor (AOC e2725She	27" Flat Pannel	300
4050000670	3/6/2014 13:28	Monitor (AOC e2725She	27" Flat Pannel	300
4050000673	3/6/2014 13:29	Monitor (AOC e2725She	27" Flat Pannel	300
4050000676	3/6/2014 13:30	Monitor (AOC e2725She	27" Flat Pannel	300
4050000679	3/6/2014 13:32	Monitor (AOC e2725She	27" Flat Pannel	300
4050000680	3/6/2014 13:33	Monitor (AOC e2725She	27" Flat Pannel	300
4050000681	3/6/2014 13:34	Monitor (AOC e2725She	27" Flat Pannel	300
4050000683	3/6/2014 13:35	Monitor (AOC e2725She	27" Flat Pannel	300
4050000686	3/6/2014 13:37	Monitor (AOC e2725She	27" Flat Pannel	300
4050000689	3/6/2014 13:37	Monitor (AOC e2725She	27" Flat Pannel	300
4050000692	3/6/2014 13:38	Monitor (AOC e2725She	27" Flat Pannel	300
4050000664	3/6/2014 13:42	Monitor (AOC e2725She	27" Flat Pannel	300
4050000648	12/13/2013 11:42	Monitor (AOC E2752V)	27" LED Glossy Black	300
4050000643	12/13/2013 11:48	Monitor (AOC E2752V)	27" LED Glossy Black	300
4050000646	12/13/2013 11:49	Monitor (AOC E2752V)	27" LED Glossy Black	300
4050000649	12/13/2013 11:50	Monitor (AOC E2752V)	27" LED Glossy Black	300
4050000650	12/13/2013 11:53	Monitor (AOC E2752V)	27" LED Glossy Black	300
4050000651	12/13/2013 11:54	Monitor (AOC E2752V)	27" LED Glossy Black	300
4050000653	12/13/2013 11:55	Monitor (AOC E2752V)	27" LED Glossy Black	300
4050000656	12/13/2013 11:56	Monitor (AOC E2752V)	27" LED Glossy Black	300
4050000659	12/13/2013 11:59	Monitor (AOC E2752V)	27" LED Glossy Black	300
4050000662	12/13/2013 12:00	Monitor (AOC E2752V)	27" LED Glossy Black	300
4050000654	12/13/2013 15:37	Monitor (AOC E2752V)	27" LED Glossy Black	300
4050000657	12/13/2013 15:38	Monitor (AOC E2752V)	27" LED Glossy Black	300
4050000734		Monitor (Acer 27" LCD)	27" LED monitor	300
4050000735		Monitor (Acer 27" LCD)	27" LED monitor	300
4050000736		Monitor (Acer 27" LCD)	27" LED monitor	300
4050000737		Monitor (Acer 27" LCD)	27" LED monitor	300

4050000700	4/3/2015 11:09	Keurig K145	appliance	150
3.52077E+11		Camera Rebel Eos T31	Camera	800
3507564		Camera Sony A 6000	Camera	700
1826130		lense 18:105g	Camera lense	650
4050000524		Black Office Chair	Chair	200
4050000529		Black Office Chair	Chair	200
4050000625		Black Office Chair	Chair	200
4050000521		Black Office Chair	Chair	200
4050000627		Black Office Chair	Chair	200
4050000516		Black Office Chair	Chair	200
4050000633		Black Office Chair	Chair	200
4050000628		Black Office Chair	Chair	200
4050000629		Black Office Chair	Chair	200
4050000631		Black Office Chair	Chair	200
4050000518		Black Office Chair	Chair	200
4050000624		Large Office Chair	chair	200
4050000525		Black Office Chair	Chair	200
4050000635		Large Office Chair	chair	200
4050000634		Large Office Chair	chair	200
4050000636		Large Office Chair	chair	200
4050000697	3/5/2015 14:48	Black Office Chair	Chair	200
4050000706		Black Office Chair	Chair	200
4050000720		Black Office Chair	Chair	200
		Large Office Chair	chair	200
BGMHXX				
4050000765	5/23/2017 15:24	Chair HVL 705	Chair	200
4050000772	1/14/2019 15:39	Computer (HP Elite	Computer	1000
4050000773	1/14/2019 15:38	Computer (HP Elite	Computer	1000
4050000774	1/14/2019 15:40	Computer (HP Elite	Computer	1000
4050000775	1/14/2019 15:46	Computer (HP Elite	Computer	1000
4050000778	4/15/2019 9:51	Computer HP BU Elitedesk800	Computer desktop	1000
4050000779	4/9/2019 9:54	Computer HP BU Elitedesk800	Computer desktop	1000
1015000006	1/8/2015 8:50	Lap Top (lenovo TDT540P	Computer Lap Top	1500
4050000744		Macbook Pro 13 inch	Computer Lap Top	2500
1015000029		Macbook Pro A1398	Computer Lap Top	2500

1015000030		Macbook Pro A1398	Computer Lap Top	2500
1015000031		Macbook Pro A1398	Computer Lap Top	2500
4050000747	1/14/2016 11:42	Lap Top (Dell Latitude E7250)	Computer Lap Top	1500
4050000752	4/6/2016 13:11	Lap Top (Dell latitude 3570)	Computer Lap Top	1500
4050000755	5/10/2016 11:00	Lap Top (Dell latitude 3570)	Computer Lap Top	1500
1015000047	10/31/2016 11:30	Lap Top (HP EliteBook 840 G3)	Computer Lap Top	1500
1015000048	10/31/2016 11:39	Lap Top (HP EliteBook 840 G3)	Computer Lap Top	1500
4050000762	3/10/2017 13:00	Lap Top Dell Latitude 5285	Computer Lap Top	1500
4050000769	6/29/2018 10:48	Lap Top (Alienware P69F)	Computer Lap Top	2500
100190		Cannon ir c5255	Copier/printer	7300
100411	11/2/2015 13:15	Cannon ir c5255	Copier/printer	7300
4050000214		Digital Camera Cannon A520	Digital Camera	old / not it use or replaced
4050000218		Digital Camera (Powershot)	Digital Camera	old / not it use or replaced
4050000233	9/12/2006 13:54	Digital Camera Powershot A530	Digital Camera	200
4050000287		Digital Camera	Digital Camera	old / not it use or replaced
4050000288		Digital Camera	Digital Camera	old / not it use or replaced
4050000303		Digital Camera	Digital Camera	old / not it use or replaced
4050000304		Digital Camera	Digital Camera	old / not it use or replaced
4050000010		Digital Camera Cannon A580	Digital Camera	old / not it use or replaced
1015000014		Digital Projector (Power Lite	Digital Projector	2000
4050000429		Docking Station Dell	Docking station Lapt	150
4050000566	1/14/2013 8:17	Tape Deck Reader	Electronics	200
4050000748		My Book Essential	Ex HDD	150
4050000750	1/28/2016 13:19	My Book Essential 5TB	Ex HDD	200
4050000749		My Book 3TB	EX HDD	150
4050000757	11/2/2016 11:21	My Book 4TB	EX HDD	150
4050000685	7/2/2014 10:12	VersaMate	headset	100
4050000751		Printer - HP LaserJet Pro 500	HP LaserJet Pro 500	1000
4050000285	5/2/2007 11:27	Projector PLC-xu48	includes soft carrying	2000
DLXGY2WDDJHH	2/3/2012 10:50	IPAD WIFI 3G 64 GB B	IPAD	600
DMPKD37RFCY8	4/17/2013 8:21	IPAD WIFI 4G 128 GB	IPAD	500
DKVL401XDJHH	2/3/2012 0:00	IPAD WIFI 3G 64 GB B	IPAD	500
DLXH65D2DNQR		IPAD 3G 16 GB	IPAD	500

NA-6222000129

DLXM303XFKYC	2/11/2014 14:25	IPAD WIFI 4G 128 GB	IPAD	500
DLX30BMFKYC	2/11/2014 14:27	IPAD WIFI 4G 128 GB	IPAD	500
DMPM518YFKYC	2/28/2014 11:41	IPAD WIFI 4G 128 GB	IPAD	500
DMPM50TTPKYC	2/28/2014 11:42	IPAD WIFI 4G 128 GB	IPAD	500
DMPM71FFFKYC	3/28/2014 14:33	IPAD WIFI 4G 128 GB	IPAD	500
DMPM70RBFKYC	3/28/2014 14:34	IPAD WIFI 4G 128 GB	IPAD	500
	3/28/2014 14:36	IPAD WIFI 4G 128 GB	IPAD	500
	3/28/2014 14:37	IPAD WIFI 4G 128 GB	IPAD	500
DMPMLWB2JFKYC	4/4/2014 14:39	IPAD WIFI 4G 128 GB	IPAD	500
DMPM70A4FKYC		IPAD WIFI 4G 128 GB	IPAD	500
DMQLTKZFK11		iPad Air	IPAD	500
DMPMCOAYFKYC		iPad Air	IPAD	500
DLXH34K4DNQR		IPAD 3G 16 GB	IPAD	500
DMPKP09SFCY8		IPAD WIFI	IPad	500
DMPM70N7FKYC		IPAD WIFI 4G 128 GB	IPAD	500
DR5KX12EDJHF		IPAD2 WI-FI 16GB	IPAD2	500
F5XKV7JUNDFHW		IPAD2 WI-FI 16GB	IPAD2	500
	4050000297	Docking station	Laptop Docking Stati	150
	1015000005	Docking station (LenovoThinkPa	Laptop Docking Stati	150
	1015000009	Docking station (LenovoThinkPa	Laptop Docking Stati	150
NA-AT AT831B		Microphone AT831B	Microphone	200
NA-AT AT831B 2		Microphone AT831B	Microphone	200
	4050000313	4/14/2008 8:57 Printer (HP Desklet 460C)	Mobile Printer	100
	1015000013	Monitor (Lenovo LT2252 PWD	Monitor	250
	4050000741	Monitor (HP 27VX)	Monitor	250
	4050000555	Monitor Dell	Monitor Flat Panel	250
	4050000281	4/3/2007 13:46 Monitor (Dell 2007fp)	Monitor Wide Flat Pa	350
	1015000004	Monitor (Samsung S24C450D)	Monitor Wide Flat Pa	300
	1015000007	Monitor (Samsung S24C450D)	Monitor Wide Flat Pa	250
	4050000743	Monitor (Samsung S27E390H	Monitor Wide Flat Pa	250
	1015000021	Monitor (Samsung S27C450D	Monitor Wide Flat Pa	250
	1015000022	Monitor (Lenovo 2572-MB6	Monitor Wide Flat Pa	250
	1015000028	Monitor (Lenovo 2572-MB6	Monitor Wide Flat Pa	250
	4050000771	Versadesk	Motorized adjustable	350

4050000289	8/17/2007 7:22	Conference Call Phone	Phone	199.99
4050000587		Cisco Phone CP-7937G	Phone - Conference	200
4050000578		Cisco Phone CP-7942G	Phone - Desk	200
4050000579		Cisco Phone CP-7942G	Phone - Desk	200
4050000580		Cisco Phone CP-7942G	Phone - Desk	200
4050000581		Cisco Phone CP-7942G	Phone - Desk	200
4050000582		Cisco Phone CP-7942G	Phone - Desk	200
4050000583		Cisco Phone CP-7942G	Phone - Desk	200
4050000584		Cisco Phone CP-7942G	Phone - Desk	200
4050000585		Cisco Phone CP-7942G	Phone - Desk	200
4050000586		Cisco Phone CP-7942G	Phone - Desk	200
4050000588		Cisco Phone CP-7942G	Phone - Desk	200
4050000589		Cisco Phone CP-7942G	Phone - Desk	200
4050000590		Cisco Phone CP-7942G	Phone - Desk	200
4050000591		Cisco Phone CP-7942G	Phone - Desk	200
4050000592		Cisco Phone CP-7942G	Phone - Desk	200
4050000593		Cisco Phone CP-7942G	Phone - Desk	200
4050000594		Cisco Phone CP-7942G	Phone - Desk	200
4050000595		Cisco Phone CP-7942G	Phone - Desk	200
4050000596		Cisco Phone CP-7942G	Phone - Desk	200
4050000597		Cisco Phone CP-7942G	Phone - Desk	200
4050000598		Cisco Phone CP-7942G	Phone - Desk	200
4050000600		Cisco Phone CP-7942G	Phone - Desk	200
4050000602		Cisco Phone CP-7942G	Phone - Desk	200
4050000603		Cisco Phone CP-7942G	Phone - Desk	200
4050000604		Cisco Phone CP-7942G	Phone - Desk	200
4050000605		Cisco Phone CP-7942G	Phone - Desk	200
4050000606		Cisco Phone CP-7942G	Phone - Desk	200
4050000607		Cisco Phone CP-7942G	Phone - Desk	200
4050000608		Cisco Phone CP-7942G	Phone - Desk	200
4050000609		Cisco Phone CP-7942G	Phone - Desk	200
4050000610		Cisco Phone CP-7942G	Phone - Desk	200
4050000611		Cisco Phone CP-7942G	Phone - Desk	200
4050000612		Cisco Phone CP-7942G	Phone - Desk	200

FCH17479TCC

4050000614	Cisco Phone CP-7942G	Phone - Desk	200
4050000615	Cisco Phone CP-7942G	Phone - Desk	200
4050000616	Cisco Phone CP-7942G	Phone - Desk	200
4050000617	Cisco Phone CP-7942G	Phone - Desk	200
4050000618	Cisco Phone CP-7942G	Phone - Desk	200
1015000011	Cisco Phone CP-7965	Phone - Desk	200
1015000018	Cisco Phone CP-7942G	Phone - Desk	200
1015000033	Cisco Phone CP-7942G	Phone - Desk	200
1015000040	Cisco Phone CP-7965G	Phone - Desk	200
4050000760	Cisco Phone CP-7965	Phone - Desk	200
4050000620	Headset	Phone - Headset	100
4050000759	Headset LH240	Phone Headset	200
4050000045	Printer (HP Laserjet 1320)	Printer	100
4050000085	Printer (HP Laserjet 1320)	Printer	100
4050000175	Printer (HP Laserjet 1300)	Printer	100
4050000207	Printer (HP Laserjet 1320)	Printer	100
4050000217	Printer (Laser Jet 1022)	Printer	100
4050000263	1/23/2007 12:30 Printer (HP Laserjet 1022)	Printer	100
4050000300	Printer (HP CP3505x)?	Printer	100
4050000364	1/13/2010 9:00 Printer (Ricoh sp3300dn)	Printer	100
4050000507	2/18/2011 8:29 Printer (HP Laserjet P2055	Printer	200
4050000523	2/1/2012 13:52 Printer (laserjetpro CP1020nw	Printer	400
4050000550	Printer (HP Laserjet 3800)	Printer	200
4050000637	9/18/2013 13:57 brother (HL-22)	Printer	200
4050000638	9/18/2013 14:10 brother (HL-22)	Printer	200
4050000663	1/27/2014 9:40 Printer (HP officejet pro 8600	Printer	130
4050000652	2/7/2014 15:58 Printer(HP Laserjet Pro P1102w	Printer	100
4050000721	4/15/2015 9:32 Printer (HP OfficejetPro 8610	Printer	100
1015000001	Printer (HP Laserjet 1022)	Printer	150
1015000034	Printer(HP Laserjet Pro P1102w	Printer	400
4050000754	5/20/2016 9:07 Printer (HP Officejet Pro 8710	Printer	200
4050000763	5/11/2017 11:07 Printer (HP Officejet Pro 8710	Printer	200
4050000764	5/11/2017 13:41 Printer (HP Officejet Pro 8710	Printer	200

4050000552	4/13/2012 9:31	Printer (HP Designjet T1300)	Printer / Plotter	5000
881-651-415-544		Pro Steel Security Vault	safe	300
4050000419		Iridium Satellite Phone	Satellite Phone	1200
4050000420	8/20/2009 10:12	scanner	Scanner	450
4050000366	6/21/2010 7:43	Scanner-Scan Snap	Scanner	450
4050000367	8/2/2010 13:40	Scanner (Scanjet 3570c)	Scanner	400.61
4050000551	4/13/2012 9:33	Scanner (Contex SD 4420)	Scanner	400
11557		Scanner-Scan Snap	Scanner	7300
4050000421		Scanner-Scan Snap	Scanner	400
1015000003		Scanner Scan Snapp	Scanner	400
4050000756	9/12/2016 10:17	Scanner Epson DS-510	Scanner	350
2015- CodeBooks1		Code Books	Set IMC - IBC-ITC-NE(	300
NA-CodeBooks2		Code Books	Set IMC - IBC-ITC-NE(	300
NA-CodeBooks4		Code Books	Set IMC - IBC-ITC-NE(	300
NA-CodeBooks5		Code Books	Set IMC - IBC-ITC-NE(	300
NA-CodeBooks6		Code Books	Set IMC - IBC-ITC-NE(	300
NA-CodeBooks8		Code Books	Set IMC - IBC-ITC-NE(	300
NA-CodeBooks10		Code Books	Set IMC - IBC-ITC-NE(	300
NA-CodeBooks11		Code Books	Set IMC - IBC-ITC-NE(	300
2015-CodeBooks 12 Commentary		Code Books	Set IMC - IBC-ITC-NE(	300
2015-CodeBooks13		Code Books	Set IMC - IBC-ITC-NE(	300
NA-Iquest 2015		Code Books	Set IMC - IBC-ITC-NE(	300
1015000016		Sit/Stand Desk ERGT0QQ	Sit / Stand Desk	400
1015000038		Sit/Stand Desk ERGT0QQ	Sit / Stand Desk	400
4050000766		Sit/Stand Desk ERGT0QQ	Sit / Stand Desk	400
4050000767		Sit/Stand Desk ERGT0QQ	Sit / Stand Desk	400
1.72966E+11	9/12/2016 14:56	Surface Pro 4	Tablet	1200
4050000770	8/3/2018 11:18	Dock	Thunderbolt Dock	300
4050000728		Aquos	TV	3000
4050000352	3/20/2009 0:00	Level-lasertech	level	699
4050000418		Dell FP Monitor	monitor	250
4050000645		Letter Opener	Letter Opener	150
1015000008		Dell FP Monitor	monitor	250

20879	Recording devise Zoom H5	recorder	300
1015000036	Dell FP Monitor	monitor	250
1015000041	Dell FP Monitor	monitor	1000
1015 - 1216004938	Clip Microphone	microphone	100
801-381-3511	Clip Microphone	microphone	100
801-330-6789	IPHONE 6S 32GB SILVER	Phone	0
801-381-1455	IPHONE 6S 32GB ROSE GOLD	Phone	0
385-290-5604	IPHONE 6S 32GB SPACE GRAY	Phone	0
801-664-0440	IPHONE SE SPACE GRAY 32GB	Phone	0
801-330-6793	VZ Jetpack 4G MHS MIFI 6620L	Phone	100
801-657-9194	IPHONE 6 16GB SPACE GRAY	Phone	0
385-226-7321	IPHONE 6S 32GB SPACE GRAY	Phone	0
801-707-7350	IPHONE 7 BLACK 32GB	Phone	0
385-321-8712	IPHONE 6 PLUS 64GB SILVER	Phone	0
801-946-4564	IPHONE 6S 32GB SPACE GRAY	Phone	0
801-381-1452	IPHONE 6S 32GB SPACE GRAY	Phone	0
385-228-3815	IPHONE 6S 32GB SPACE GRAY	Phone	0
385-421-1187	IPHONE 7 BLACK 32GB	Phone	0
385-499-5391	IPHONE 6S 32GB SPACE GRAY	Phone	0
385-222-0405	IPHONE 6S 32GB SPACE GRAY	Phone	0
385-258-4283	IPHONE 7 BLACK 32GB	Phone	0
385-414-3950	IPHONE 6S 32GB SPACE GRAY	Phone	0
801-718-8961	IPHONE 6S 32GB SPACE GRAY	Phone	0
801-381-2663	IPHONE 6S 32GB SPACE GRAY	Phone	0
385-222-1736	IPHONE 6 16GB SPACE GRAY	Phone	0
801-381-8505	iPhone 5S Space Gray 16GB	Phone	0
801-946-4565	IPHONE 6S 32GB SPACE GRAY	Phone	0
385-249-7437	IPHONE 7 BLACK 32GB	Phone	0

Exhibit B

Stand alone or individual purchased software licenses

ID	purchase d	Manufacturer ID	Model	estimated purchase price
NA-341-35597326		Autodesk Raster Design	Software	old / not it use or replaced
NA-340-02761571		Autodesk Land Destop	Software	old / not it use or replaced
NA-341-26475564		Autodesk Survey	Software	old / not it use or replaced
NA-341-26474970?		Autodesk Civil 3D	Software	old / not it use or replaced
NA-400-05760404		AutoDesk CAD Overlay	Software	old / not it use or replaced
NA-400-07508183		Autodesk Civil Design	Software	old / not it use or replaced
NA-400-08349982		Autodesk Land Dev Desktop	Software	old / not it use or replaced
NA-73931-640-42999		Office 2003	Software	old / not it use or replaced
NA-11001019128		Roxio	Software	50
NA-1039-1203-7384-1		Adobe Page Maker	Software	old / not it use or replaced
NA-Q2W43-HGGQY-4		Visual Basic.net	Software	old / not it use or replaced
NA-10832 0895		Visio Standard	Software	old / not it use or replaced
NA-60001-3584423		Crystal Reports	Software	200
NA-D0-POJS4-2Y56D-1		Easy Media Creator	Software	50
NA-1045-1243-8635-1		Adobe Photoshop	Software	old / not it use or replaced
NA-DP/N 066FRH		Norton Anti Virus	Software	old / not it use or replaced
NA1118-1410-9542-8		Adobe Acrobat	Software	old / not it use or replaced
NA-ARCVIEW		Arc View	Software	old / not it use or replaced
NA-20097-OEM-0023		Office 1997	Software	old / not it use or replaced
NA- W P9NO-976006		Word Perfect	Software	old / not it use or replaced
NA-1037-0102-6957-1		Adobe Indesign	Software	old / not it use or replaced
NA-15302-004408-94		Autodesk Map Guide	Software	old / not it use or replaced
NA-12011599331402		Instant ID	Software	100
NACW05205s		Office 2007	Software	old / not it use or replaced
H6K6LMCXTTFSSZRQY1		Paradox Converter	Software	50
IxHtC-X14XX-XX9YX-R		ARCserver for Netware	Software	old / not it use or replaced
S00147834		Office 2010	Software	old / not it use or replaced
C5e-00657		Visual Studio 2010	Software	old / not it use or replaced
NA-Hansen		Hansen Information	Software	12000

SIRE	Sire	Software	old / not it use or replaced
181	Inova	Software	old / not it use or replaced
DropBox	DropBox	Software	old / not it use or replaced
Office 2013	Office 2013	Software	annual cost 5000
NABluebeam	Blue Beam	Software	old / not it use or replaced
eProcess 360	eProcess 360	Software	annual
Utilisync	Utilisync	Software	contract 250000
IDM2-582-6LAM	ID Maker Laminate 2.0	Software	contract
Solaris	Solaris	Software	150
2900	Avery Photo ID	Software and scanner	old / not it use or replaced
NATyping #####	MavisBeaconTeachedTyping	Software for learning Typing	100
NA- NEC	NEC	Software National Electric Co	20
NA-Oracle Server	Oracle Servel Licenses	Software server licenses	500
NA Oracle	Oracle workgroup Licenses	Software server licenses	5000
	Esri Geo planner	Software workgroup license:	16000
	Esri Business Analyst	add on license	1500
	Adobe Creative Cloud	add on license	300
		software	old / not it use or replaced

Exhibit C

Enterprise Software

ID	Manufacturer ID	Model	purchase price
Office 365	Office 365	Software	annual with IS
	Power Bi / server	software	part of office 365
	Share Point	software	part of office 365
GIS	The Counties GIS Data and Layers	software	annual with IS
Adobe Enterprise	The Adobe Enterprise Package: Acrobat, InDesign Software	software	annual with IS

Exhibit D

Vehicle List

Year	Manufacturer ID	Model ID	NADA Market Value	Current Repl Fund
45505	2012 CHEVROLET	COLORADO-2LT	\$13,000	\$16,470
45508	2013 FORD	EXPLORER-XLT	\$11,100	\$18,487
45512	2013 FORD	ESCAPE-XLS-4WD	\$10,000	\$14,340
45513	2013 FORD	ESCAPE-XLS-4WD	\$10,000	\$13,598
45514	2013 FORD	EXPLORER-XLT	\$11,675	\$17,222
45515	2013 FORD	EXPLORER-XLT	\$11,675	\$15,306
45516	2013 FORD	EXPLORER-XLT	\$13,875	\$13,892
45518	2013 FORD	EXPLORER-XLT	\$13,000	\$16,952
45519	2013 FORD	F150-SUPRCRXLTS	\$14,600	\$17,990
45520	2013 FORD	F150-SUPRCRXLTS	\$16,725	\$14,932
45521	2015 FORD	ESCAPE-XLT-4WD	\$13,700	\$10,039
45522	2016 CHEVROLET	COLORADO-CREW	\$19,225	\$8,945
45523	2016 CHEVROLET	COLORADO-CREW	\$19,225	\$3,498
45524	2016 TOYOTA	TACOMA	\$24,375	\$8,662

TOTAL **\$202,175** **\$190,332**

Attachment E

LEASE AGREEMENT
Between
SALT LAKE COUNTY
And
GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

This Lease Agreement (“Agreement”) is entered into this ___ day of _____, 2019, between Salt Lake County, a body corporate and politic of the State of Utah (“LESSOR”) and Greater Salt Lake Municipal Services District, a local district and public entity of the State of Utah (“LESSEE”). LESSOR and LESSEE may be referred to as “the Parties.”

THEREFORE, in exchange for and in consideration of the payment to be made hereunder, and the mutual promises, covenants, and conditions contained in this Agreement, the Parties hereby agree as follows:

1. GRANT OF LEASE

LESSOR does hereby lease to LESSEE a portion of third floor of the North Building at the Salt Lake County Government Center, 2001 S. State Street, SLC, UT 84190 (“Government Center”), which consists of approximately 10,717 square feet of office space (the “Premises”) specifically identified in Exhibit A.

2. TERM OF LEASE

The term of this lease shall be for the period of one year from October 1, 2019, through September 30, 2020 (“Term”), unless terminated as hereinafter provided. Upon mutual written consent of the Parties, this Agreement may be extended for up to two (2) additional one (1) year terms (each an “Extension Term”) upon the same conditions of this lease, except as provided herein. LESSEE shall notify LESSOR in writing of LESSEE’S request to renew the lease at least sixty (60) days prior to the expiration of the then current Term or Extension Term.

3. RENT

A. LESSEE shall pay LESSOR as rent for said Premises \$12.75 per square foot annually (totaling \$136,641.80) with a rent payment of Eleven Thousand Three Hundred Eighty-Six dollars and Eighty-One cents (\$11,386.81) per month for the initial Term of this Agreement. If the Parties elect to extend the terms of this Agreement for the first Extension Term, rent shall increase to \$15.75 per square foot annually with a rent payment of Fourteen Thousand Sixty-Six dollars and Six cents (\$14,066.06) per month. If the Parties elect to extend this Agreement for the second Extension Term, the rent paid by LESSEE shall increase by 3% during the second Extension Term to \$16.22 per square foot per year, with a rent payment of Fourteen Thousand Four Hundred Eighty- Five dollars and Eighty-One cents (\$14,485.81) per month. During the original Term and each Extension Term, rent shall be payable in advance on the first day of each month. If the rent is not received by LESSOR within fifteen (15) days after such amount shall be due, LESSEE shall pay to LESSOR a late charge equal to five percent (5%) of such overdue amount.

- B. PARKING. LESSEE may use any parking stalls in the parking structure or other employee parking areas at the Government Center designated as general employee parking. LESSEE and LESSEE's employees may not use any of the parking stalls at the Government Center designated for use by the general public.
- C. FURNISHINGS. LESSEE shall be able to use any office furnishings provided by LESSOR within the Premises, including, desks, chairs, bookshelves, tables, and filing cabinets. All furnishings provided by LESSOR shall be labeled by LESSOR to be readily identified as County property. LESSEE may provide any additional office furnishings at its own costs and expense. LESSEE shall be responsible to provide at its own costs and expense any other furnishings and office supplies necessary and related to its use of the Premises.
- D. INITIAL INTERIOR IMPROVEMENTS. LESSOR is in the process of remodeling a portion of the Government Center that includes the Premises. The Premises will be built out in accordance with LESSOR's current plans and designs for this area. LESSEE agrees to accept the Premises "as is" at the commencement of this Lease. LESSEE has examined the Premises and is satisfied with the physical condition, and taking possession is conclusive evidence of receipt of them in good order and repair. LESSEE acknowledges that LESSOR has made no representation or warranty related to the fitness of the Leased Premises for any particular purpose (including without limitation the current use thereof) Upon the expiration or termination of the Lease, LESSEE shall return the Leased Premises to LESSOR in as good a condition as when received, reasonable wear and tear excepted.

4. SURRENDER OF PREMISES AT TERMINATION

At the expiration of the Term and any Extension Term of this Agreement, or upon any surrender of the premises according to the terms and conditions herein, LESSEE will yield said Premises to LESSOR in as good order and condition as when entered upon by LESSEE, subject to reasonable use and wear, damage by fire, casualty not the fault of LESSEE, and damage by the elements.

5. MAINTENANCE

- A. LESSOR, through Salt Lake County Facilities Management ("Facilities Management"), shall be responsible for the following items of maintenance, unless such maintenance is required as result of the willful or negligent action or inaction of LESSEE or its employees, agents, or subcontractors: roof, exterior walls, interior support walls, structural repair, exterior painting, yard maintenance, plumbing equipment, heating and air conditioning equipment, electrical equipment, light globes and tubes, janitorial cleaning services and supplies, carpet cleaning, glass breakage, trash and snow removal, and parking lot maintenance.
- B. LESSEE may request additional cleaning or maintenance services not included in Section 5(A) from Facilities Management. Such requested services will be scheduled and provided to LESSEE according to Facilities Management's existing fee schedules, and LESSEE shall be solely responsible for the costs and expenses of such

services.

6. UTILITIES, TAXES, AND INSURANCE

LESSOR shall be responsible for the following utilities and insurance: power, heat, water, sewer, fire, and casualty insurance on the building. LESSEE shall be responsible for the following: telephone, internet, taxes upon LESSEE's personal property or business operations, privilege taxes on the Premises, and insurance upon LESSEE's personal property.

7. RIGHT TO LEASE PREMISES

LESSOR hereby warrants that it has the legal right to lease the Premises.

8. SUBLETTING OR ASSIGNMENT

LESSEE will not sublet the premises or any portion thereof or assign the lease without the prior written consent of LESSOR.

9. QUIET ENJOYMENT OF PREMISES.

LESSOR covenants with LESSEE that upon fully complying with and properly performing all of the terms, conditions and covenants hereof to be performed by LESSEE, LESSEE shall have the use of the Premises for the lease term set forth herein unless terminated as provided in paragraph 21 or paragraph 22 herein.

10. CONDEMNATION.

If the whole of the Premises shall be taken by any public or governmental authority under the power of eminent domain, then the term of this Agreement shall cease as of the date possession is taken by such authority and the lease payments required hereunder shall be paid through the date of possession and not thereafter. If only a part of the Premises shall be taken and the remainder not so taken remains tenantable for the purposes for which LESSEE has been using the Premises, then this Agreement shall continue in full force and effect as to said remainder and all of the provisions hereof shall continue except that the LESSOR agrees that it will reduce the rent based on the actual square footage of the Premises lost to condemnation. If the remaining Premises are untenable for LESSEE's purposes, then LESSEE may terminate this Agreement by giving written notice to LESSOR. The term "eminent domain" as used in this paragraph shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu thereof by a governmental entity. LESSOR reserves all rights to compensation for damages to the Premises, the building, the land and the leasehold accruing by reason of the exercise of eminent domain.

11. DAMAGE BY FIRE AND OTHER CASUALTY.

A. In the event that the Premises should be substantially damaged or destroyed by fire or other casualty, then, and in such event, the LESSOR shall have the right to terminate this Agreement by giving written notice to the LESSEE within thirty (30) days after such damage or destruction. If this Agreement is not terminated, then LESSOR shall restore the Premises to substantially the same condition they were in immediately preceding the damage or destruction, excluding therefrom any obligation to restore any leasehold improvements made by the LESSEE or any change in the Premises made by the LESSEE. If the damage or destruction and/or restoration shall

substantially interfere with the LESSEE's use of the Premises, as provided herein, for a continuous period of forty-five (45) days or more (commencing on the date of the fire or other casualty), then the LESSEE may elect to terminate this Agreement by giving written notice to the LESSOR within five (5) days after the end of such forty-five (45) day period.

B. If the Premises are damaged and LESSEE retains possession, rents from the date the damage was sustained to the completion of repairs and restorations shall be reduced on a pro rata basis to the extent that the Premises were untenable.

C. LESSOR and LESSEE hereby waive all causes and rights of recovery against each other or their respective agents, officers and employees for any loss sustained to the Premises or personal property brought and kept therein regardless of cause or origin, to the extent of any recovery by either party from any policy of insurance.

12. USE OF PREMISES

The Premises shall be used by the LESSEE as office space.

13. COMPLIANCE

LESSEE shall require its employee, agents, and subcontractors to comply with the requirement of the Salt Lake County County-Wide Policy 1043 – Rental of Salt Lake County Government Center Space (“Policy 1043”) and any other policies and procedures developed by Salt Lake County respecting the use of the Government Center.

14. SECURITY OF MONIES

LESSEE shall be solely responsible for the security of its money while on the Premises and while transporting its money to and from the Premises. The Parties agree that the LESSOR shall have no responsibility for the security of the LESSEE's monies.

15. INDEMNIFICATION

LESSEE agrees to indemnify, hold harmless and defend the LESSOR, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits, however allegedly caused, resulting directly or indirectly from, or arising out of the LESSEE's use or operation of the Premises and the furniture and furnishings contained therein.

16. CONDITION OF PREMISES

The LESSEE has examined the Premises and certifies that it is in receipt of Premises in a condition of good order and repair.

17. INSURANCE

LESSEE shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

A. Any insurance coverage required herein that is written on a “claims made” form

rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least 3 (three) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(i) Currently rated A- or better by A.M. Best Company;

—OR—

(ii) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

C. Lessee shall furnish certificates of insurance, acceptable to the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event any work is subcontracted, LESSEE shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of the LESSEE hereunder.

E. LESSEE's insurance policies shall be primary and non-contributory to any other coverage available to LESSOR. The workers' compensation, general liability and auto liability policies shall be endorsed with a waiver of subrogation in favor of LESSOR.

F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, LESSEE shall provide a new certificate of insurance within 30 (thirty) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to LESSOR.

G. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing 30 (thirty) days prior written notice to LESSOR in a manner approved by the County District Attorney.

H. In the event LESSEE fails to maintain and keep in force any insurance policies as required herein, LESSOR shall have the right at its sole discretion to obtain such coverage and reduce payments to LESSEE for the costs of said insurance.

REQUIRED INSURANCE POLICIES.

LESSEE, at its own cost, agrees to secure and maintain during the Term and any Extension Term the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

A. Workers' compensation and employer's liability insurance as required by the State of Utah, unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, LESSEE shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance on an occurrence form with LESSOR as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000

general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect LESSOR, LESSEE, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from LESSEE's operations under this Agreement, whether performed by LESSEE itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to LESSOR whether such coverage be primary, contributing or excess.

18. WAIVER.

It is agreed that the waiving of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

19. ENTRY AND INSPECTION.

LESSEE hereby grants a continuing right of access to the Premises or any part hereof to LESSOR and its employees, agents, and representatives. Said access shall be afforded at all reasonable times for the purpose of inspecting the Premises, for necessary repairs and maintenance, for enforcement of the provisions hereof or for any other necessary or reasonable purpose of LESSOR.

20. IMPROVEMENTS

No alterations, additions, or improvements, including changes in furnishings or décor may be made by LESSEE to the leased Premises without first obtaining prior written approval from LESSOR. Standards and procedures for changes to the Premises or the décor are set forth in Policy 1043. LESSEE shall not construct or place any sign on the Premises or the Government Center without first obtaining the prior written approval of LESSOR. All directional signage shall be compatible and generally consistent with the design of the other directional signage located in the Government Center. LESSEE shall remove all signs upon the expiration or earlier termination of this Lease, and immediately repair any damage to the Premises caused by, or resulting from, such removal. Any alterations or repairs shall only be made by LESSOR and ownership of any and all improvements and repairs which shall be made or installed in or on the Premises shall remain with the premises at the expiration of this lease or any renewal or extension.

21. TERMINATION

Either party may terminate this Agreement for convenience by giving the other party one hundred eighty (180) days written notice of the date of such termination. Upon such termination, LESSEE agrees to vacate the Premises on the termination date and return possession thereof to LESSOR.

22. DEFAULT

In the event lease payments are not paid on time, or the Premises are used or permitted to be used contrary to the provisions of this Agreement, LESSOR may re-enter and take possession thereof and re-let the Premises and hold LESSEE liable for any damages or losses which may arise from LESSEE's default. If any Party defaults in the performance of any of its obligations

under this Lease, the non-defaulting Party shall notify the defaulting Party of the default, and the defaulting Party shall have thirty (30) days after receiving such notice to cure the default. If the defaulting Party is not reasonably able to cure the default within a thirty (30) day period, the defaulting Party shall have an additional reasonable period of time to cure the default as long as the defaulting Party commences the cure within the 30-day period and thereafter diligently pursues the cure to completion. In the event of a default by the defaulting Party which is not cured after notice and within the applicable cure period the non-defaulting Party shall be entitled to exercise all remedies at law and in equity.

23. LIENS

LESSEE shall not permit any lien or other claim or demand to be enforced against the Premises by reason of LESSEE's use of the Premises. LESSEE agrees to immediately notify LESSOR of any notice of lien, claim or demand made upon it with regard to the Premises. Mechanics' liens or other claims that affect or may affect LESSOR's title which are caused by acts or omissions of the LESSEE and that are not removed or corrected, or are not corrected as soon as reasonably practicable more than thirty (30) days after notice of said lien or claim is given, shall constitute a default and shall entitle LESSOR to terminate this Agreement upon ten (10) days' notice in writing.

24. NOTICES

Whenever any notice, approval, consent, request, or election is give or made pursuant to this lease, it shall be in writing sent by certified mail, return receipt requested; or registered mail; or it shall be delivered personally. Said notices and payments shall utilize the following addresses:

LESSEE: Greater Salt Lake Municipal Services District
District General Manager
2001 South State Street, N3 600
Salt Lake City, UT 84190
E-mail: bbarker@msd.utah.gov

With a copy to Counsel for the District
Fabian VanCott
Mark H. Anderson
Rachel S. Anderson
215 South State Street, Suite 1200
Salt Lake City, UT 84111
E-mail: mhanderson@fabianvancott.com
E-mail: randerson@fabianvancott.com

LESSOR: Salt Lake County Real Estate Section
Salt Lake County Real Estate Manager
2001 S. State Street, S3-110
Salt Lake City, Utah 84190

25. NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. Unless otherwise authorized by law, no officer or employee of LESSEE or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises LESSEE's operations, or authorizes funding or payments to LESSEE.

26. ETHICAL STANDARDS

LESSEE represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07 (2010); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

27. CAMPAIGN CONTRIBUTIONS

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by LESSEE to County candidates. Salt Lake County Code of Ordinances § 2.72A (2010). LESSEE acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. LESSEE further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

28. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

LESSEE acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901 (2019). As a result, County is required to disclose certain information and materials to the public, upon request. LESSEE agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative for response by County.

Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to the County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year recited above.

LESSOR:
SALT LAKE COUNTY

By _____
Mayor or Designee

Department Director Approval

Megan Hillyard, Administrative Services

Division Director Approval

Rory Payne, Facilities Management

APPROVED AS TO FORM

 Digitally signed by Robert Preston
Date: 2019.09.18 11:00:03 -06'00'

R. Christopher Preston
Deputy District Attorney

LESSEE:
GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT

By _____
Joe Smolka, Chair

APPROVED AS TO FORM
Attorney for LESSEE

By: _____

Government Center MSD Lease

Exhibit A



LEGEND	SQ. FT.
PUBLIC WORKS ADMIN.	432
PW OPS / ANIMAL SERVICES	126
PLANNING & DEVELOPMENT SERVICES	7,357
MSD	3,360
ENVIRONMENTAL HEALTH	298
ENERGY MANAGEMENT	204
SOLID WASTE	101
SHARED	1,339
	13,217

 Premises Leased to MSD

Attachment F

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

THIS AGREEMENT (the “Agreement”) is made and entered into by and between THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a local district and political subdivision of the state of Utah (“District”), and SALT LAKE COUNTY, a body corporate and politic and a political subdivision of the state of Utah (“County”), on behalf of its Information Technology Division. The District and County are sometimes referred to in this Agreement as the “Parties.”

RECITALS

- A. On September 15, 2015, the County created the District by resolution setting forth boundaries as a municipal services district pursuant to the MUNICIPAL SERVICES DISTRICT ACT, UTAH CODE ANN. § 17B-2a-1101 *et seq.* (the “Act”). The District is authorized to exercise all rights, powers, duties, and responsibilities of a municipal services district as provided by law. The District was created to provide specified municipal services to unincorporated areas of the County and to those metro townships, cities, and towns that might choose to be part of the District or to contract with the District for the provision of services.
- B. 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.

- C. Subject to available funding, the Parties intend that the personnel, services, and assets to be provided by the County will be provided on an actual, full-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.
- D. The District is in need of certain services that the County is willing and able to provide.
- E. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the services provided by the County under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents served by the District.

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:

AGREEMENT

1. Scope and Description of Services to be Provided. The County agrees to provide the District with Information Technology Services (“Services”) as defined in Attachment A, which is incorporated by reference and made part of this Agreement, for the term of this Agreement, including extensions and renewals thereof. The County shall perform the Services in a professional, reasonable and responsible manner. The County and 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. The County is only providing Services to the District under the direction and control of the District. The Services, or a component Service included within the Services, may be modified (increased or decreased), canceled or extended by the District with a minimum

of six (6) month's advance notice, provided that the Parties reach written agreement respecting the particulars of the modification, cancellation, or extension, including 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 reasonably be agreed to by the Parties, shall accrue as of the date the modified Services become effective, and shall be due and payable as provided in Section 3 hereof. Should the Parties be unable to agree on the amount of the increase or decrease, the issue shall be resolved as provided in Section 21 below.

2. Fees for Services.

- a. For this calendar year, the District shall pay the County pursuant to the 2019 and/or 2020 rate schedule (the "Contract Price") detailed in Attachment B, which is incorporated by reference and made part of this Agreement, for the defined services provided by the County. The fees shall consist of the actual costs to provide each of the services identified in Attachment "A" including personnel and other associated costs. For each subsequent calendar year, County agrees to provide any estimated updated rate schedule to the District not later than September 1st of each year during which this Agreement is in effect, with the actual rate increase or decrease to be as approved by the County Council pursuant to the County's final adopted budget, and effective no sooner than January 1st of the next succeeding year. Should the County fail to do so after a 15-day grace period (or by September 15), the prior approved rate schedule shall remain in effect during the subsequent calendar year. Upon request, the County will provide an explanation for any anticipated price increase. Should the District dispute any

cost increase estimated by the County in September, the Parties agree to work together in good faith prior to approval of the County's final adopted budget to come to a resolution in accordance with Section 21 below. Should the Parties be unable to reach an agreement, the District shall be free to provide notice of termination per section 6 and secure the subject Service or Services 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 at the conclusion of the termination notice period, this Agreement shall terminate respecting the said Service, but not otherwise. If the District provides notice of termination, the final Council-approved rate schedule for the new budget year shall apply to that year until the contract terminates, even if the rate of services is the reason for termination.

- b. Because overhead costs are part of the full cost of services that the County provides under the Agreement, and State law and County ordinance and policy requires recoument of the full cost of services, the County may continue to charge the District all of its overhead, i.e., indirect costs that may reasonably be allocated to provision of the Services. The Parties acknowledge that they are negotiating a potential change to the Agreement regarding how overhead is handled, and any agreed-upon change will appear in a later amendment of the Agreement.
- c. 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 the Services.

- d. Revenue received by the County as a result of providing the Services shall be credited to the District and deducted from any amount which otherwise would be due from the District under this Agreement.

3. Remittance of Contract Price.

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

Salt Lake County Information Technology
Attn: Fiscal Manager
2001 South State Street, Room S3-600
Salt Lake City, Utah 84050

- b. 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.

4. Technology Security. The District will comply fully with all County information technology security policies, which are detailed in Countywide Policies 1400-1, 1400-2, 1400-3, 1400-4, 1400-5, 1400-6, 1400-7, and 1400-8, and any other information technology policies that may be adopted during the term of this Agreement. If County policies conflict with District policies, the Parties shall meet and confer pursuant to section 23, and if the conflict cannot be resolved, then either Party may terminate the Agreement in accordance with section 8. The District shall hold the County harmless from any loss or damage resulting from the violation of such security procedures or policies by the District, its officers, agents, employees, and subcontractors.
5. Confidentiality of Information.
 - a. County acknowledges and agrees to make best efforts to maintain in a secure fashion the confidentiality of any tangible or intangible information revealed, obtained or developed during the course of or in connection with the performance of the Services (“Confidential Information”).
 - b. County acknowledges and agrees that it shall treat all Confidential Information with the strictest confidence and secrecy and shall not disclose any Confidential Information or other information that is owned exclusively by the District to any third party, or use such information for County’s own purposes or other than for the benefit of the District in performing the Services under this Agreement, during the term of this Agreement and at all times, without the prior written consent of

the District. The County also agrees that any dissemination of Confidential Information within its own business operation shall be restricted to “a need to know basis” for the purpose of performing the Services hereunder.

- c. This provision shall survive expiration or termination of this Agreement. All notes, memoranda, records, and writings consisting of any Confidential Information or made by the County relative to the business of the District shall be and remain the property of the District, and shall be destroyed or handed over to the District on demand and in any event on the termination of this Agreement.

- 6. Property Rights The County agrees that all work product, tangible or intangible, including any image, computer program, algorithm, report, document, data, copyrightable work, invention, improvement, discovery, design or other intellectual property right conceived, created or developed by the County, solely or with others, which is used exclusively for the performance of Services under this Agreement, and all copies of any of the foregoing (“Deliverables”), are the sole, exclusive and absolute property of the District and shall be disclosed thereto, it being intended that such Deliverables shall be deemed “works made for hire.” The County agrees to assign all rights therein to the District, without need for additional writing or compensation with respect to the same. This provision does not apply to the property outlined herein that is used for or benefits both the District and the County in its operations. This provision shall survive expiration or termination of this Agreement.

7. Effective Date and Term.

- a. This Agreement shall be effective upon the last of the following events to occur:
 - (i) approval of the Agreement as provided in the UTAH CODE ANN. § 11-13-

202.5(1) and (2), (ii) delivery of the Agreement to an attorney representing each Party for review as to proper form and compliance with applicable law, and (iii) the filing of the signed Agreement with the keeper of records of each of the Parties.

- b. The initial term of this Agreement shall terminate on December 31, 2020.
- c. Thereafter, the term may be renewed annually upon the same terms and conditions as set forth herein. Each annual extension shall be initiated by either Party sending, in writing, its intention to renew the Agreement for an additional one-year period, prior to October 1 of each contract year. Upon written notice by the other Party that it is willing to enter into such an extension, issued no later than November 1 of that contract year, the Agreement shall be automatically extended for one year commencing on the first day of new calendar year.

References to the “term” of this Agreement shall include all renewal periods.

- d. The total duration (term) of this Agreement may not exceed 50 years.
8. Termination. Pursuant to UTAH CODE ANN. § 11-13-206(a), the Parties agree this Agreement may be terminated (with or without cause) by either party upon at least ninety (90) days prior written notice to the other Party.
9. Written Notices. For purposes of communicating and maintaining ongoing contract management, written notices will be delivered, mailed or sent by email to each designated Party identified below to the address or email on file with the District. Each Party shall be responsible to maintain updated addresses and emails.

DISTRICT: Greater Salt Lake Municipal Services District
District General Manager
2001 South State Street, N3 600
Salt Lake City, UT 84190

E-mail: bbarker@msd.utah.gov

With a copy to
Counsel for the District
Fabian VanCott
Mark H. Anderson
Rachel S. Anderson
215 South State Street, Suite 1200
Salt Lake City, UT 84111
E-mail: mhanderson@fabianvancott.com
E-mail: randerson@fabianvancott.com

COUNTY:
Salt Lake County – Information Technology Services
Chief Information Technology Officer
2001 South State Street, S3 600
Salt Lake City, UT 84190
E-mail: zposner@slco.org

With a copy to
Salt Lake County District Attorney
Attn: Chief Deputy District Attorney
35 East 500 South
Salt Lake City, UT 84111
E-mail: rhamness@slco.org

A written notice shall be effective immediately upon personal or e-mail 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. From time-to-time, either Party may change its notice address by so notifying the other Party as provided above.

10. Independent Contractors.

- a. The relationship of the County, and of any County employee, with the District under this Agreement shall be that of an independent contractor. The County has the entire responsibility to discharge all of the obligations of an independent contractor under federal, state, and local laws, including, but not limited to, those obligations relating to employee supervision, benefits and wages, taxes, unemployment compensation and insurance, social security, worker's

compensation, and disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions, and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between the District and the County, or the County's employees, of employer and employee, partners, or parties to a joint venture. Should the District 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 an issue raised by the District and promptly report back to the District, as appropriate.

- b. In performing the Services, the County shall furnish and supply all necessary labor, supervision, insurance coverage, equipment, buildings, supplies, assets, communication facilities, and other facilities and items and support services necessary and incident to the provision of the subject Service in compliance with the requirements of the law, including the Americans with Disabilities Act, and all rules and regulations adopted or promulgated in furtherance thereof. As provided herein, the Services shall be provided and supervised by County employees. County employees shall remain County employees for all legal purposes, including salary, rights, and benefits, and shall retain their respective seniority, merit status, and all other conditions of County employment except as may otherwise be provided in a separate agreement.

11. Liability. 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. No Party waives any defense otherwise available under the Governmental Immunity Act nor does any Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the other Party 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/or hold harmless the other Party within thirty (30) days of receiving the notice of claim. Each Party also agrees to notify the other Party of any summons and/or complaint served upon the said Party, if a Party may have an obligation to defend, indemnify, and/or 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.

12. Indemnification. The County shall defend, indemnify, save and hold harmless the District, including, without limitation, its elected and appointed officers and officials, 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 fees and costs of suit, relating to or arising from the County providing Services to the District. Similarly, the District shall defend, indemnify, save and hold harmless the County including, without limitation, its elected and appointed officers and officials, 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.

13. 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 Sections 7 and 8 above.
- d. The District is funded by the County per Interlocal Agreement and state statute.
- e. 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.
- f. Each Party will acquire, hold, and dispose of its own real and personal property and there will be no jointly owned property upon the partial or complete termination of this Agreement, including the termination of any Service to be provided hereunder.
- g. To the extent necessary to administer the cooperative undertaking set forth in this Agreement, the General Manager of the District shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the District, and any representative designated by 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.

14. Non-Funding.

- a. The Parties acknowledge that the obligation of any Party to perform as provided in this Agreement is conditioned and dependent upon the appropriation of funds required for any payment due hereunder or to finance the provision of any Service as provided in this Agreement. Each Party's obligation is contingent upon funds being appropriated annually for payments due for the provision of the Services to be provided under this Agreement.

b. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement then, unless the Parties mutually agree in writing to reduced Services and/or reduced payments that are in line with available and budgeted funding, this Agreement shall create no obligation on the Parties or any Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become void on the first day of the fiscal year for which funds are not budgeted and appropriated or, in the event of a reduction in appropriation, on the last day before the reduction becomes effective (except as to those reduced Service(s) and/or portions of payments required to perform hereunder as agreed upon by the Parties for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other charge of any kind whatsoever to the Parties, and no right or action for damages or other relief shall accrue to the benefit of any Party to this Agreement

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

16. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

17. Waiver. No failure by any party to insist upon the 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 such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

18. Recitals and Exhibits. The recitals are an integral part of this Agreement and are included as part of this Agreement. All exhibits and attachments, annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or any such writing, shall be deemed to refer to and include this Agreement and all such exhibits, attachments and writings.
19. Amendment. The Parties may amend this Agreement by a writing signed by the Parties as provided in the Interlocal Cooperation Act. The amendment shall not be effective if it is not in writing or if it is not signed by all the Parties.
20. No Agency. Agents, employees or representatives of each Party shall not be deemed to be agents, employees or representatives of the other.
21. 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 provisions of this Agreement shall not preclude the exercise of any other right or remedy.

22. Filing. Promptly upon its mutual execution and delivery, copies of this Agreement shall be filed with the keeper of records of each of the Parties.

23. Claims and Disputes.

a. CLAIMS AND DISPUTES. In the event of a claim or dispute between the Parties regarding the Services, 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.

b. 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.

24. Titles and Captions. All section or subsection titles or captions in this Agreement are for convenience only. Such titles and captions shall not be deemed 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

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

26. Time. Time is of the essence.

27. 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.

28. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition 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.
29. 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.
30. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature delivered electronically shall be deemed an original.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2019

Approved by:

ADMINISTRATIVE APPROVAL

By _____
Zach Posner
Chief Information Officer

Dated: _____, 2019

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By _____
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE DISTRICT

**GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT**

By _____

Name: _____

Title: _____

Dated: _____, 2019

Approved as to Form and Legality:
ATTORNEY FOR THE DISTRICT

By _____

Name: _____

Dated: _____, 2019

ATTACHMENT A

Provide and maintain trained personnel, facilities, and equipment to provide the following services. The level of service agreed to each year will be included on the pricing sheet:

1) Remote Access

Secure remote access service to a County IT resource or system. Secure mobile remote access is provided through an enterprise class installation of a best of breed system. Access to District or County IT resources and systems can be provided from any location where a broadband connection is available.

2) Forensics

IT security professionals work with customers on their IT forensic needs. Investigation of employee AUP violations and computer system misuse are conducted confidentially. Computer scans are performed as requested by the District.

3) Regulatory Compliance

IT Security professionals are available to help the District understand IT security regulations including PCI compliance. The County will provide the District with needed coverage for its cyber security needs in relation to any issues that may be caused by the County. While County may advise the District on regulatory compliance issues, District is solely responsible for its own compliance.

4) Web Hosting

Hosting and support of intranet and internet sites.

5) GIS License Hosting

IS hosts a number of concurrent licenses for ESRI desktop and web products. IS will advise District in the selection of appropriate licensing needs in accordance with current ESRI agreements. IS will provide GIS server and application integration via available API and SQL services at current service rates.

6) Database Hosting

Provide both shared and dedicated database hosting for District databases. The data is available for ad hoc reporting or can be accessed via applications.

7) Application Development/Support

Provide custom application development and support to meet the needs of customers. This service includes the full range of application development activities, including analysis, design, programming, integration with existing systems and data conversions. The major technologies used for development and which are supported are noted in our current rate sheet. Technologies not listed on rate sheets may not be supported or supportable. This service also provides support and customization for systems purchased from outside vendors.

8) Solutions Consulting

Consulting on Application Services Projects as requested by the District and at a rate agreed upon by both parties.

9) Solutions Project Management

Project Management Services as requested by the District and at a rate agreed upon by both parties.

10) Voice & Data Design and Consulting

Access to shared servers, printers, and applications that reside on the County network as well as access to the County internal phone system which includes 4 or 5-digit dialing to peers, voicemail, call detail, PSTN access, long distance, etc.

11) Network Administration

Install, maintain and repair a variety of network services including Cisco routers, switches and other associated communications equipment. Monitor and analyze performance. Respond to problems and coordinate timely repair of circuit outages. Deployment of network products, operational support of network products, network tuning and network diagramming. Equipment that is not currently part of the IT Standards list (approved through TAB) can only be supported on a "Best Effort" basis.

12) WAN/LAN

IS operates a County "Wide Area Network" (WAN) that connects remote locations to the County Data Centers using routers and circuits provided by a variety of telecommunications companies. This type of connection can give remote location users access to the Internet, email, file shares and other network resources. IS will provide advice and hand provisioning of Internet and Telephone circuits at the request of the customer. IS charges for these circuits as a pass through plus overhead costs. IS operates a "Local Area Network" (LAN) in most County owned facilities using switches. Some of these LAN's connect through the WAN to County data centers for access to internet, email, file shares and other network resources. LAN speeds can be 10/100 or 1Gbs. WIFI service may be provided at any County operated facility. WIFI access points may be purchased by the customer through IS and integrated into IS networks.

13) Storage

Enterprise Storage service offers several technologies including SAN, Mainframe disk, and Mainframe virtual tape storage and Cloud environments.

14) Backup

Backup service allows for the protection of Customer data and is provided for all network accessible systems and file services.

15) Emergency Support

IS acts as the first point of contact to assist District staff with support of workstation hardware and software.

16) Desktop Support

Ordering, installation, configuration and maintenance of workstation hardware and software. The District will have access to the County's Help Desk for ongoing support and problem resolution.

17) Laptop Support

Ordering, installation, configuration and maintenance of laptop hardware and software. The District will have access to the County's Help Desk for ongoing support and problem resolution.

18) Mobile Device Support

Installation, configuration and maintenance of mobile device hardware and software.

19) Server Support

Standard and custom-built Microsoft Windows servers to meet the specific needs of customers and/or third-party vendors.

20) E-Mail

Administration of the District's email messaging systems.

21) Professional Services

Consulting services offered by IS Professional Services Group as requested by the District at a rate agreed upon by both parties.

22) Rate Consideration

The attached rates are anticipated based on the current budget. Actual rates will be charged based on the appropriated budget.

ATTACHMENT B

Services & Rates for 2019 Municipal Services District

Service	Service Description	Service Code	FY 2019 Rate	Rate Calculation
<i>Active Directory Account</i>	Provides secure Internet access, logging, filtering, investigative support, VPN access, extranet access to the city and state systems via firewall, system logging and monitoring, network security, security awareness training, security policy development, regulatory compliance, provisioning of: (network access, data access, system access), Active Directory account management, and Active Directory license. Provides local and wireless network access, network administration, email, patch match management, anti-virus support, and engineering, configuration, support of secure client and server configurations.	AD012	52.93	Per Account / month
<i>Limited Accounts</i>		AD072	2.69	Per Account / month
<i>Server</i>	Server installation, administration, engineering, configuration, support of secure server configuration.	AD054	1015.67	Per Server / month
<i>Database</i>	Database administration and support.	AE044	254.98	Per database / month
<i>Mainframe Utilization</i>	Mainframe service, support, and user licenses.	AE012	531.25	Per Usage / month
<i>Pages Printed - Mainframe</i>	Pages printed on the mainframe.	AE021	.005	Per Page
<i>WAN Connection</i>	Systems that support WAN (Wide Area Network) services.	AD031	639.77	Per Line / month
<i>Storage - Gigabyte</i>	Disk storage space (personal & shared drives)	AE013	0.04	Per GB / month
<i>Backup - Gigabyte</i>	Backup of disk storage space to tape	AE014	0.04	Per GB / month
<i>Hosted GIS License</i>	Hosting and support of GIS licensing.	AD096	44.72	Per License / month
<i>Hosted Site - Web Hosting</i>	Hosting and support of County Agency Intranet and Internet websites.	AD097	53.87	Per Application / month
<i>Hourly Services</i>	Application & Development	various	152.79	Per Hour
	Desktop Support	various	116.08	Per Hour
<i>IS Provided</i>	Helpdesk Service - Calls taken and resolved by helpdesk personnel. Consulting - Information services consulting service			

	Project Management - Information services project management service				
	Assessments - Information services assessment service				
Telecom	Hourly		107.00	Per Hour	
	Mark ups		10%	Equipment & Labor	
	VoIP Maintenance		22.00	Per Phone / month	
	Contact Center Management		38.38	Per User / month	

4836-9627-6900, v. 1

Attachment G

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

THIS AGREEMENT (the “Agreement”) is made and entered into by and between GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a local district and political subdivision of the state of Utah (“District”), and SALT LAKE COUNTY, a body corporate and politic and a political subdivision of the state of Utah (“County”), on behalf of the Public Works and Municipal Services, Fleet Management Division. The District and County are sometimes referred to in this Agreement as the “Parties.”

RECITALS

- A. On September 15, 2015, the County created the District by resolution setting forth boundaries as a municipal services district pursuant to the MUNICIPAL SERVICES DISTRICT ACT, UTAH CODE ANN. § 17B-2a-1101 *et seq.* (the “Act”). The District is authorized to exercise all rights, powers, duties, and responsibilities of a municipal services district as provided by law. The District was created to provide specified municipal services to residents of unincorporated areas of the County and to those metro townships, cities, and towns that might choose to be part of the District or to contract with the District for the provision of services.
- B. 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.
- C. Subject to available funding, the Parties intend that the personnel, services, and assets to be provided by the County will be provided on an actual full 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.

- D. The District is in need of certain services that the County is willing and able to provide.
- E. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the services provided by the County under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents served by the District.

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:

AGREEMENT

1. Scope and Description of Services to be Provided. The County agrees to provide the District with (“Services”) as defined in Attachment A, which is incorporated by reference and made part of this Agreement, for the term of this Agreement, including extensions and renewals thereof. The County shall perform the Services in a professional, reasonable and responsible manner. The County and 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. The County is only providing Services to the District under the direction and control of the District. The Services, or a component

Service included within the Services, may be modified (increased or decreased), canceled or extended by the District or County with a minimum of six (6) month's advance notice, provided that the Parties reach written agreement respecting the particulars of the modification, cancellation, or extension, including 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 accrue as of the date the modified Services become effective and shall be due and payable as provided in Section 3 hereof. Should the Parties be unable to agree on the amount of the increase or decrease, the issue may be resolved as provided in Section 21 below.

2. Fees for Services.

- a. For the initial term of the Agreement, the District shall pay the County pursuant to the 2019 rate schedule detailed in Attachment B, which is incorporated by reference and made part of this Agreement, or an updated rate schedule for 2020 to be provided to the District as soon as available, for the defined services provided by the County (the "Contract Price"). The fees shall consist of the actual costs to provide each of the services identified in Attachment "A" including personnel and other associated costs. Because overhead costs are part of the full cost of services that the County provides under the Agreement, and State law and County ordinance and policy requires recoupment of the full cost of services, the

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

- b. 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 the Services.
 - c. Revenue received by the County as a result of providing the Services shall be credited to the District and deducted from any amount which otherwise would be due from the District under this Agreement.
3. Subsequent Price Increases. For each subsequent calendar year, the County agrees to provide any estimated updated rate schedule to the District not later than September 1st of each year during which this Agreement is in effect, with the actual rate increase or decrease to be as approved by the County Council pursuant to the County’s final adopted budget, and effective no sooner than January 1st of the next succeeding year. Should the County fail to do so after a 15-day grace period (or by September 15), the prior approved rate schedule shall remain in effect during the subsequent calendar year unless the Parties

otherwise agree in writing. Upon request, the County will provide an explanation for any anticipated price increase. Should the District dispute any cost increase estimated by the County in September, the Parties agree to work together in good faith prior to approval of the County's final adopted budget to come to a resolution in accordance with Section 21 below. Should the Parties be unable to reach an agreement, the District shall be free to provide notice of termination per section 6 and secure the subject Service or Services 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 at the conclusion of the termination notice period, this Agreement shall terminate respecting the said Service, but not otherwise. If the District provides notice of termination, the final Council-approved rate schedule for the new budget year shall apply to that year until the contract terminates, even if the rate of services is the reason for termination.

4. Remittance of Contract Price.

- a. County shall bill the District on a monthly basis for the Services rendered as set forth in Attachment B or as otherwise agreed to in writing by the Parties. The County shall submit the monthly billing to the District, with the invoice presented to the District General Manager for review and approval, within forty-five (45) days after the end of each month during which any Service was provided. The billing shall cover all Services provided by the County under this Agreement

during the monthly billing period, contain such detail as desired by the District, and fully comply with the requirements stated in the applicable Attachment. The District shall remit payment for Services within forty-five (45) days after the date of receipt of any undisputed bill to:

Salt Lake County Fleet Management
Attn: Accounts Receivable
7125 South 600 West, Suite 100
Midvale, Utah 84047

- b. 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.

5. Effective Date and Term.

- a. This Agreement shall be effective upon the last of the following events to occur:
 - (i) approval of the Agreement as provided in the UTAH CODE ANN. § 11-13-202.5(1) and (2), (ii) delivery of the Agreement to an attorney representing each

Party for review as to proper form and compliance with applicable law, and (iii) the filing of the signed Agreement with the keeper of records of each of the Parties.

- b. The initial term of this Agreement shall terminate on December 31, 2020.
- c. Thereafter, this Agreement may be renewed annually upon the same terms and conditions as set forth herein. Each annual extension shall be initiated by either Party sending, in writing, its intention to renew the Agreement for an additional one-year period, prior to October 1 of each contract year. Upon written notice by the other Party that it is willing to enter into such an extension, issued no later than November 1 of that contract year, the Agreement shall be automatically extended for one year commencing on the first day of new calendar year.

References to the “term” of this Agreement shall include all renewal periods.

- d. The total duration (term) of this Agreement may not exceed 50 years.
6. Termination. Pursuant to Utah Code Ann. § 11-13-206(a), the Parties agree this Agreement may be terminated (with or without cause) by either Party upon at least ninety (90) days prior written notice to the other Party.
7. Written Notices. For purposes of communicating and maintaining ongoing contract management, written notices will be delivered, mailed or sent by email to each

designated Party identified below to the address or email on file with the District. Each Party shall be responsible to maintain updated addresses and emails.

DISTRICT: Greater Salt Lake Municipal Services District
District General Manager
2001 South State Street, N3 600
Salt Lake City, UT 84190
E-mail: bbarker@msd.utah.gov

With a copy to Counsel for the District
Fabian VanCott
Mark H. Anderson
Rachel S. Anderson
215 South State Street, Suite 1200
Salt Lake City, UT 84111
E-mail: mhanderson@fabianvancott.com
E-mail: randerson@fabianvancott.com

COUNTY: Salt Lake County – Fleet Management
Evan Harrison, Fiscal Manager
7125 South 600 West, Suite 100
Midvale, UT 84047
E-mail: EHarrison@slco.org

With a copy to Salt Lake County District Attorney
Attn: Chief Deputy District Attorney
35 East 500 South
Salt Lake City, UT 84111
E-mail: rhamness@slco.org

A written notice shall be effective immediately upon personal or e-mail 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. From time-to-time, either Party may change its notice address by so notifying the other Party as provided above.

8. Independent Contractors.

- a. The relationship of the County, and of any County employee, with the District under this Agreement shall be that of an independent contractor. The County has the entire responsibility to discharge all of the obligations of an independent contractor under federal, state, and local laws, including, but not limited to, those obligations relating to employee supervision, benefits and wages, taxes, unemployment compensation and insurance, social security, worker's compensation, and disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions, and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between the District and the County, or the County's employees, of employer and employee, partners, or parties to a joint venture. Should the District 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 an issue raised by the District and promptly report back to the District, as appropriate.

- b. In performing the Services, the County shall furnish and supply all necessary labor, supervision, insurance coverage, equipment, buildings, supplies, assets, communication facilities, uniforms, badges, and other facilities and items and support services necessary and incident to the provision of the subject Service in compliance with the requirements of the law, including the Americans with Disabilities Act, and all rules and regulations adopted or promulgated in furtherance thereof, as understood by the County. As provided herein, the Services shall be provided and supervised by County employees. County employees shall remain County employees for all legal purposes, including salary, rights, and benefits, and shall retain their respective seniority, merit status, and all other conditions of County employment except as may otherwise be provided in a separate agreement.

9. Liability. 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. No Party

waives any defense otherwise available under the Governmental Immunity Act nor does any Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the other Party 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/or hold harmless the other Party within thirty (30) days of receiving the notice of claim. Each Party also agrees to notify every other Party of any summons and/or complaint served upon the said Party, if a Party may have an obligation to defend, indemnify, and/or 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.

10. Indemnification. The County shall defend, indemnify, save and hold harmless the District, including, without limitation, its elected and appointed officers and officials, 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 fees and costs of suit, relating to or arising from the County providing Services to the District. Similarly, the District shall defend, indemnify, save and hold harmless the County including, without limitation, its elected and appointed officers and officials, 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.

11. 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 entering into 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 Sections 5 and 6 above.
- d. The District is funded by the County per Interlocal Agreement and State statute.
- e. 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.
- f. Each Party will acquire, hold, and dispose of its own real and personal property and there will be no jointly owned property upon the partial or complete termination of this Agreement, including the termination of any Service to be provided hereunder.

- g. To the extent necessary to administer the cooperative undertaking set forth in this Agreement, the General Manager of the District shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the District, and any representative designated by 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.

12. Non-Funding.

- a. The Parties acknowledge that the obligation of any Party to perform as provided in this Agreement is conditioned and dependent upon the appropriation of funds required for any payment due hereunder or to finance the provision of any Service as provided in this Agreement. Each Party's obligation is contingent upon funds being appropriated annually for payments due for the provision of the Services to be provided under this Agreement.
- b. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement then, unless the Parties mutually agree in writing to reduced Services and/or reduced payments that are in line with available and budgeted funding, this Agreement shall create no obligation on the Parties or any Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become void on the first day of the fiscal year for which funds are not budgeted and appropriated or, in the event of a reduction in appropriation, on the last day before the reduction becomes effective (except as to those reduced Service(s) and/or portions of payments required to perform hereunder as agreed upon by the Parties for which funds are appropriated and budgeted). Said termination shall not be

construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other charge of any kind whatsoever to the Parties, and no right or action for damages or other relief shall accrue to the benefit of any Party to this Agreement.

13. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
14. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.
15. Waiver. No failure by any party to insist upon the 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 such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

16. Recitals and Exhibits. The recitals are an integral part of this Agreement and are included as part of this Agreement. All exhibits and attachments annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or any such writing, shall be deemed to refer to and include this Agreement and all such exhibits, attachments and writings.
17. Amendment. The Parties may amend this Agreement by a writing signed by the Parties as provided in the Interlocal Cooperation Act. The amendment shall not be effective if it is not in writing or if it is not signed by all the Parties.
18. No Agency. Agents, employees or representatives of each Party shall not be deemed to be agents, employees or representatives of the other.
19. 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 provisions of this Agreement shall not preclude the exercise of any other right or remedy.
20. Filing. Promptly upon its mutual execution and delivery, copies of this Agreement shall be filed with the keeper of records of each of the Parties.
21. Claims and Disputes.
- a. CLAIMS AND DISPUTES. In the event of a claim or dispute between the Parties regarding the Services, 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.

- b. **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.

22. Titles and Captions. All section or subsection titles or captions in this Agreement are for convenience only. Such titles and captions shall not be deemed 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

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

24. Time. Time is of the essence.

25. 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.

26. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition 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.
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 two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature delivered electronically shall be deemed an original.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2019

Approved by:

ADMINISTRATIVE APPROVAL

By _____
Greg Nuzman
Director Fleet Management

Dated: _____, 2019

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By _____
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE DISTRICT

**GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT**

By _____

Name: _____

Title: _____

Dated: _____, 2019

Approved as to Form and Legality:
ATTORNEY FOR THE DISTRICT

By _____

Name: _____

Dated: _____, 2019

ATTACHMENT A

1) **General Provisions**

Salt Lake County Fleet will provide certified and trained personnel and maintain facilities and equipment for the following services:

- A. Provide maintenance and repair of vehicles and equipment owned and operated by the MSD. Work shall be performed at the Fleet shops during Fleet's normal hours of operation unless other arrangements are made per "B" below.
- B. After-hours and on-location services will be provided as needed.
- C. All fees for such services shall be agreed upon in writing upon the request for these services prior to the provision of any such services.
- D. Provide both light and heavy-duty towing capabilities to the Fleet shops or other locations as per the MSD's request.
- E. Maintain current training on all equipment provided by vendors and any additional training requested by the MSD.
- F. Provide monthly, quarterly, and other periodic reports on maintenance and utilization of the MSD's equipment and vehicles as requested and make recommendations on the most efficient life-cycle of all pieces of equipment owned by the MSD in a manner acceptable to the MSD.
- G. Provide parts for the MSD's equipment and vehicles that meet all manufacturer and warranty requirements.
- H. Make high-pressure wash equipment available during MSD hours of operations.
- I. Provide preventive maintenance programs and reports.
- J. Provide purchasing and services through Fleet-managed contracts.
- K. Consult on preparing specifications as needed or requested by the MSD.
- L. Provide access to online Fleet Management system to view utilization reports and vehicle work.
- M. Manage and allocate shared building costs.

2) **Sublet Labor**

Fleet administers and maintains several service contracts with vendors. Fleet may, at its discretion, use outside vendors to provide services to the MSD, if Fleet cannot perform the work or finds that the vendor can provide the work more cost effectively or in a more timely manner. Fleet shall arrange for pickup and delivery of equipment to the vendor as needed. Fleet shall charge the MSD the rate charged by the service provider, plus a service charge per invoice. Service charge shall be applied only to the invoice cost from the service provider. The cost of pickup and delivery, if applicable, will be charged at the current labor rate.

3) **Parts**

Fleet administers and maintains parts contracts for maintenance parts for the MSD equipment. Fleet shall apply a markup charge to cover administrative overhead costs. The markup shall be applied only to the invoice cost of the parts charged by the supplier. The markup shall not be applied to shipping cost, fuel surcharges, or any other miscellaneous charges invoiced by the supplier. Fleet will provide the MSD details of how markup charges are calculated. The MSD maintains the right to audit any parts purchase to include all documentation showing invoicing, bids, markups, etc.

4) **Shop Charges**

The incidental costs of doing business including consumable and shop supplies and environmental disposal fees shall be recovered through a shop charge per work order. The shop charge shall apply only to work performed by the Fleet shops.

5) **Rates for Labor**

Fleet will charge actual labor performed on a work order except in the case where a flat rate has been assigned to the task performed. Fleet will continue to expand flat rate charges at an agreed upon rate by both the County and the MSD.

6) **Road Call Charges**

The overhead costs associated with providing field service work (any site other than Fleet shops) include vehicle

depreciation, replacement, maintenance, fuel, special tools and equipment required to perform field service work, consumable and incidental supplies and environmental disposal fees. Fleet will ensure that the MSD receives road call service within one hour of the call.

7) High-Pressure Wash

Fleet will make its truck wash facility available to the MSD and charge the MSD a per-wash fee. MSD employees will be assigned a number to access the wash. Fleet will invoice those charges to the MSD monthly.

8) Credits

Fleet shall pass along to the MSD any credits which might be obtained by the Fleet for insurance subrogation, manufacturer rebates, vendor credits, or any other type of refunds or credits eligible for work or service performed on behalf of the MSD's vehicles or equipment by Fleet.

9) Training

Fleet mechanics will be manufacturer-trained and certified to work on the MSD trucks and equipment. If the MSD requests that Fleet staff attend trainings provided by vendors or otherwise above the required training and certification level identified by Fleet, the MSD will be responsible for the cost of travel including airfare, ground transportation, lodging, meals and incidentals related to the training.

10) Warranty

Fleet shall provide a ninety (90) day or 3,000-mile warranty, whichever comes first, on parts and labor performed by Fleet. Electrical parts shall be excluded and subject to manufacturer warranties if applicable. When applicable, manufacturer's warranty will be given to include the cost of parts and labor, where the warranty exceeds the 90 days/3,000 miles, granted by Fleet.

11) Fuel

Fleet will provide the MSD's fuel and infrastructure for fueling for diesel, and gas. The MSD will commit to using Fleet fueling or Fleet-managed fueling programs for its fleet. MSD will have access to a fleet fuel card program to purchase fuel from participating retail sites. MSD shall have access to internally managed fueling sites at the following locations as well as future locations:

- Midvale complex
- Government Center
- Parks and Recreation
- Transfer Station
- Landfill

Fleet will manage the fuel program including issuing fuel cards, cancelling fuel cards, 24-hour access for assistance in using the cards, mileage interface transfer and mileage updates. Fleet will provide tracking, reporting, and adjusting out-of-parameter mileage inputs and odometer error reports. Fleet shall apply charges to each gallon of gas or diesel to cover administrative overhead costs and notify the MSD of any rate changes.

12) Vehicle Purchasing and Sales

Fleet will process vehicle purchases for the MSD through its contracts. Fleet will work with the MSD to establish replacement schedules for its equipment. Fleet will maintain the contracts for vehicle sales.

13) Fleet-Managed Contracts

Fleet will make available services and procurement through its contracts for the MSD on an as-needed basis.

14) Fleet Equipment and Vehicle Management and Consulting

County will charge a yearly fee per vehicle to cover the administrative costs of vehicle management including the following:

- Managing replacement fund balance per vehicle
- Providing financial information to MSD's fiscal staff for cash flow analysis

- Fleet Management consulting
- Providing a semi-annual report, recommending the most efficient life-cycle of all pieces of fleet equipment owned by MSD
- Providing replacement recommendations
- Providing inflationary market analysis, trends and recommendations
- Providing residual value market analysis, trends and recommendations
- Providing replacement data management and recommendations
- Providing recommendations for vehicle standardization by class and service needs
- Recommendations for the up-fitting of vehicles
- Database Management
- Providing preventive maintenance programs and reports
- Providing utilization reports
- Disposal of vehicles and associated contractual cost
- Preparing specifications using PC Car Book manufacturing specification vehicle build codes
- Purchasing vehicles and equipment, upon MSD approval
- Preparing non-contracted specifications, ordering vehicles and equipment
- Annual registration fee

Not included are the cost for travel, including airfare, ground transportation, lodging, meals and incidentals related to the specialty equipment requiring mid-build visits or final inspections prior to delivery.

15) License and Registration

Fleet will provide vehicle licensing and registration for the MSD vehicles and provide plates, stickers, and relevant records to the MSD Fleet Manager.

16) Motor Pool

Fleet maintains a pool of rental vehicles from which the MSD can access short or long-term rentals. Standard vehicles and some specialty vehicles and equipment are maintained in this pool. A rental charge and mileage fee is applied.

17) Purchasing Used Vehicles from Salt Lake County

If the MSD determines that purchasing used Fleet equipment or vehicles, or Fleet determines that purchasing used MSD equipment or vehicles, would meet the needs of the either party, the following process and fees shall be applied:

- Fleet shall determine the value of the equipment or vehicle based on NADA and local market adjustment where applicable.
- Sales agreement will be signed by both parties.

[Remainder of page intentionally left blank. End of Attachment A]

ATTACHMENT B

2019 FLEET MANAGEMENT FEES

SERVICE DESCRIPTION	UNIT	RATE
Labor Rate: Truck and Heavy shops	per hour	\$ 102.50
Labor Rate: Lube and Small Equipment shop	per hour	\$ 77.50
Labor Rate: Light Duty shop	Per hour	\$ 92.50
Lube/Oil Change: Light Duty Vehicles	labor	\$ 25.00
Annual Vehicle Inspection	PMY	1 hour
Parts Markup	% of cost of parts	24%
Tires	% of cost of parts	15%
Sublet	% of cost of sublet	10% Min/ max \$7.50 / \$1,000
Fuel Markup	Per gallon	\$.22
Fuel Markup Retail card	Per gallon	\$.15
Shop Charge and Environmental Fee	Shop labor	12% of labor costs not to exceed \$120.00 Min/ max \$5.00/\$120.00
Road Call	Per labor hour during road call	1.25 X labor charge
Customer Requested Overtime	Per hour surcharge	1.25 X labor charge
Driver Training	Per test	\$20.00
Vehicle Acquisition and Disposal	Actual time spent	\$92.50

Attachment H

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

THIS AGREEMENT (the “Agreement”) is made and entered into by and between GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a local district and political subdivision of the state of Utah (“District”), and SALT LAKE COUNTY, a body corporate and politic and a political subdivision of the state of Utah (“County”), on behalf of its Record Management and Archive Services Division. The District and County are sometimes referred to in this Agreement as the “Parties.”

RECITALS

- A. On September 15, 2015, the County created the District by resolution setting forth boundaries as a municipal services district pursuant to the MUNICIPAL SERVICES DISTRICT ACT, UTAH CODE ANN. § 17B-2a-1101 *et seq.* (the “Act”). The District is authorized to exercise all rights, powers, duties, and responsibilities of a municipal services district as provided by law. The District was created to provide specified municipal services to unincorporated areas of the County and to those metro townships, cities, and towns that might choose to be part of the District or to contract with the District for the provision of services, which municipalities may be referred to in this Agreement as “Members” of the District.
- B. 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.

- C. Subject to available funding, the Parties intend that the personnel, services, and assets to be provided by the County will be provided on an actual full 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.
- D. The District is in need of certain services that the County is willing and able to provide.
- E. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the services provided by the County under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents served by the District.

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:

AGREEMENT

1. Scope and Description of Services to be Provided. The County agrees to provide the District with Records Management Services (“Services”) as defined in Attachment A, which is incorporated by reference and made part of this Agreement, for the term of this Agreement, including extensions and renewals thereof. The County shall perform the Services in a professional, reasonable and responsible manner. The County and 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. The County is only providing Services to the District under the direction and control of the District. The Services, or a component Service included within the Services, may be modified (increased or decreased), canceled or extended by the District with a minimum

of six (6) month's advance notice, provided that the Parties reach written agreement respecting the particulars of the modification, cancellation, or extension, including 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 reasonably be agreed to by the Parties, shall accrue as of the date the modified Services become effective, and shall be due and payable as provided in Section 3 hereof. Should the Parties be unable to agree on the amount of the increase or decrease, the issue shall be resolved as provided in Section 20 below.

2. Fees for Services.

- a. For the initial term of the Agreement, the District shall pay the County pursuant to the Record Services rate schedule (the "Contract Price") detailed in Attachment A, which is incorporated by reference and made part of this Agreement, for the defined services provided by the County. The fees shall consist of the actual costs to provide each of the services identified in Attachment "A" including personnel and other associated costs. For each subsequent calendar year, County agrees to provide the District any estimated updated rate schedule not later than September 1st of each year during which this Agreement is in effect, with the actual rate increase or decrease to be as approved by the County Council pursuant to the County's final adopted budget, and effective no sooner than January 1st of the next succeeding year. Should the County fail to do so after a 15-day grace period (or by September 15), the prior approved rate schedule shall remain in effect during the subsequent calendar year. Upon request, the County will provide an explanation for any anticipated price increase. Should the District dispute any

cost increase estimated by the County in September, the Parties agree to work together in good faith prior to approval of the County's final adopted budget to come to a resolution in accordance with Section 20 below. Should the Parties be unable to reach an agreement, the District shall be free to provide notice of termination per section 5 and secure the subject Service or Services 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 at the conclusion of the termination notice period, this Agreement shall terminate respecting the said Service, but not otherwise. If the District provides notice of termination, the final Council-approved rate schedule for the new budget year shall apply to that year until the contract terminates, even if the rate of services is the reason for termination.

- b. Because overhead costs are part of the full cost of services that the County provides under the Agreement, and State law and County ordinance and policy requires recoument of the full cost of services, the County may continue to charge the District all of its overhead, i.e., indirect costs that may reasonably be allocated to provision of the Services. The Parties acknowledge that they are negotiating a potential change to the Agreement regarding how overhead is handled, and any agreed-upon change will appear in a later amendment of the Agreement.
- c. 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 the Services.

- d. Revenue received by the County as a result of providing the Services shall be credited to the District and deducted from any amount which otherwise would be due from the District under this Agreement.

3. Remittance of Contract Price.

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

Salt Lake County Records Management
Attn: Records Manager
4505 South 5600 West
West Valley, UT 84120

- b. 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.

4. Effective Date and Term.

- a. This Agreement shall be effective upon the last of the following events to occur:
 - (i) approval of the Agreement as provided in the UTAH CODE ANN. § 11-13-202.5(1) and (2),
 - (ii) delivery of the Agreement to an attorney representing each Party for review as to proper form and compliance with applicable law, and
 - (iii) the filing of the signed Agreement with the keeper of records of each of the Parties. Records created in County Planning and Development Services before October 1, 2019 are County-owned records, and the District shall not be charged for storage of those records, but District shall have ongoing access to those records subject to the rates set forth in Attachment “B.”
- b. The initial term of this Agreement shall terminate on December 31, 2020.
- c. Thereafter, the term may be renewed annually upon the same terms and conditions as set forth herein. Each annual extension shall be initiated by either Party sending, in writing, its intention to renew the Agreement for an additional one-year period, prior to October 1 of each contract year. Upon written notice by the other Party that it is willing to enter into such an extension, issued no later than November 1 of that contract year, the Agreement shall be automatically extended for one year commencing on the first day of new calendar year. References to the “term” of this Agreement shall include all renewal periods.
- d. The total duration (term) of this Agreement may not exceed 50 years.

5. Termination. Pursuant to UTAH CODE ANN. § 11-13-206(a), the Parties agree this Agreement may be terminated (with or without cause) by either Party upon at least one-hundred eighty (180) days prior written notice to the other Party.
6. Written Notices. For purposes of communicating and maintaining ongoing contract management, written notices will be delivered, mailed or sent by email to each designated Party identified below to the address or email on file with the District. Each Party shall be responsible to maintain updated addresses and emails.

DISTRICT: Greater Salt Lake Municipal Services District
District General Manager
2001 South State Street, N3 600
Salt Lake City, UT 84190
E-mail: bbarker@msd.utah.gov With a copy to
Counsel for the District
Fabian VanCott
Mark H. Anderson
Rachel S. Anderson
215 South State Street, Suite 1200
Salt Lake City, UT 84111
E-mail: mhanderson@fabianvancott.com
E-mail: randerson@fabianvancott.com

COUNTY: Salt Lake County – Administrative Services
Attn: Records Manager
4505 S. 5600 W.
West Valley City, UT 84120
E-mail: mslaught@slco.org

With a copy to Salt Lake County District Attorney
Attn: Chief Deputy District Attorney
35 East 500 South
Salt Lake City, UT 84111
E-mail: rhamness@slco.org

A written notice shall be effective immediately upon personal or e-mail 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. From time-to-time, either Party may change its notice address by so notifying the other Party as provided above.

7. Independent Contractors.

- a. The relationship of the County, and of any County employee, with the District under this Agreement shall be that of an independent contractor. The County has the entire responsibility to discharge all of the obligations of an independent contractor under federal, state, and local laws, including, but not limited to, those obligations relating to employee supervision, benefits and wages, taxes, unemployment compensation and insurance, social security, worker's compensation, and disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions, and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between the District and the County, or the County's employees, of employer and employee, partners, or parties to a joint venture. Should the District 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 an issue raised by the District and promptly report back to the District, as appropriate.
- b. In performing the Services, the County shall furnish and supply all necessary labor, supervision, insurance coverage, equipment, buildings, supplies, assets, communication facilities, and other facilities and items and support services

necessary and incident to the provision of the subject Service in compliance with the requirements of the law, including the Americans with Disabilities Act, and all rules and regulations adopted or promulgated in furtherance thereof. As provided herein, the Services shall be provided and supervised by County employees.

County employees shall remain County employees for all legal purposes, including salary, rights, and benefits, and shall retain their respective seniority, merit status, and all other conditions of County employment except as may otherwise be provided in a separate agreement.

8. Liability. 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. No Party waives any defense otherwise available under the Governmental Immunity Act nor does any Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the other Party 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/or hold harmless the other Party within thirty (30) days of receiving the notice of claim. Each Party also agrees to notify every other Party of any summons and/or complaint served upon the said Party, if a Party may have an obligation to defend, indemnify, and/or 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.

9. Indemnification. The County shall defend, indemnify, save and hold harmless the District, including, without limitation, its elected and appointed officers and officials, 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 fees and costs of suit, relating to or arising from the County providing Services to the District and/or any of its Members. Similarly, the District shall defend, indemnify, save and hold harmless the County including, without limitation, its elected and appointed officers and officials, 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.

10. 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 entering into 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 Sections 4 and 5 above.
- d. The District is funded by the County per Interlocal Agreement and state statute.
- e. 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.

- f. Each Party will acquire, hold, and dispose of its own real and personal property and there will be no jointly owned property upon the partial or complete termination of this Agreement, including the termination of any Service to be provided hereunder.
- g. To the extent necessary to administer the cooperative undertaking set forth in this Agreement, the General Manager of the District shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the District, and any representative designated by 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.

- a. The Parties acknowledge that the obligation of any Party to perform as provided in this Agreement is conditioned and dependent upon the appropriation of funds required for any payment due hereunder or to finance the provision of any Service as provided in this Agreement. Each Party's obligation is contingent upon funds being appropriated annually for payments due for the provision of the Services to be provided under this Agreement.
- b. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement then, unless the Parties mutually agree in writing to reduced Services and/or reduced payments that are in line with available and budgeted funding, this Agreement shall create no obligation on the Parties or any Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become void on the first day of the fiscal year for which funds are not budgeted and appropriated or, in the event of a reduction in appropriation, on the last day before the reduction becomes effective (except as to those reduced Service(s) and/or portions of payments required to perform hereunder as agreed upon by the Parties for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination

shall be without penalty, additional payment, or other charge of any kind whatsoever to the Parties, and no right or action for damages or other relief shall accrue to the benefit of any Party to this Agreement

12. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
13. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.
14. Waiver. No failure by any party to insist upon the 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 such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
15. Recitals and Exhibits. The recitals are an integral part of this Agreement and are included as part of this Agreement. All exhibits and attachments annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or any such writing, shall be

deemed to refer to and include this Agreement and all such exhibits, attachments and writings.

16. Amendment. The Parties may amend this Agreement by a writing signed by the Parties as provided in the Interlocal Cooperation Act. The amendment shall not be effective if it is not in writing or if it is not signed by all the Parties.
17. No Agency. Agents, employees or representatives of each Party shall not be deemed to be agents, employees or representatives of the other.
18. 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 provisions of this Agreement shall not preclude the exercise of any other right or remedy.
19. Filing. Promptly upon its mutual execution and delivery, copies of this Agreement shall be filed with the keeper of records of each of the Parties.
20. Claims and Disputes.
 - a. CLAIMS AND DISPUTES. In the event of a claim or dispute between the Parties regarding the Services, 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.
 - b. 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 section or subsection titles or captions in this Agreement are for convenience only. Such titles and captions shall not be deemed 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 forms, and the singular form of nouns, pronouns and verbs shall include the plurals, and vice versa.
23. Time. Time is of the essence.
24. 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.
25. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition 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.
26. 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.

27. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature delivered electronically shall be deemed an original.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2019

ADMINISTRATIVE SERVICES

By _____
Megan Hillyard
Department Director

Dated: _____, 2019

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By _____
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE DISTRICT

**GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT**

By _____

Name: _____

Title: _____

Dated: _____, 2019

Approved as to Form and Legality:

ATTORNEY FOR THE DISTRICT

By _____

Name: _____

Dated: _____, 2019

4850-8049-4499, v. 2

Attachment A
Records Management Services

County will provide and maintain trained personnel, facilities, and equipment to provide the following services to the District, upon the written request of the District.

Service	Rate
Storage of Records at the County Records Center	\$.08 per box/per month
Accession of Records (preparing incoming records for storage at the Records Center)	\$27.00 per box
Retrieving MSD records when requested by the District and re-filing after use	\$41.00 per record
Destruction of records after retention schedule has been met	\$37.00 per box

Utah Code § 63G-2-103 (22) defines record as a book, letter, document, paper, map, plan, photograph, film, card, tape, recording, electronic data, or other documentary material regardless of physical form or characteristics:

That is prepared, owned, received, or retained by a governmental entity or political subdivision; and

Where all of the information in the original is reproducible by photocopy or other mechanical or electronic means.

Attachment B

Requests for Salt Lake County Planning and Development Records

Request from: Salt Lake County Archives, archives@slco.org, 385-468-0820

Staff will do a brief amount of research to locate the requested records. Once the records are located, patrons may come in and view them at the Archives and will be responsible for making their own photocopies.

For patrons that are not able to do their own research, staff can locate and compile records for a research fee of \$25.00 per hour (the first 15 minutes are free).

Fees:

- We accept cash, check, or credit cards as payment. A convenience fee is assessed for credit cards.
- Photocopies: \$.25 per page.
- Copies from microfilm or microfiche: \$.50 per page.
- Scanned image to CD or sent via email or Dropbox (high resolution jpg or tiff): \$ 5.00 per image.
- \$3.00 mailing fee for photocopies mailed.
- Research Fee: \$25.00 per hour for search and compilation. The first 15 minutes are free.

Attachment I

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

THIS AGREEMENT (the “Agreement”) is made and entered into by and between the GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a local district and political subdivision of the state of Utah (“District”), and SALT LAKE COUNTY, a body corporate and politic and a political subdivision of the state of Utah (“County”), on behalf of the Salt Lake County Surveyor. The District and County are sometimes referred to in this Agreement as the “Parties.”

RECITALS

- A. On September 15, 2015, the County created the District by resolution setting forth boundaries as a municipal services district pursuant to the MUNICIPAL SERVICES DISTRICT ACT, UTAH CODE ANN. § 17B-2a-1101 *et seq.* (the “Act”). The District is authorized to exercise all rights, powers, duties, and responsibilities of a municipal services district as provided by law. The District was created to provide specified municipal services to unincorporated areas of the County and to those metro townships, cities, and towns that might choose to be part of the District or to contract with the District for the provision of services.
- B. 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.
- C. Subject to available funding, the Parties intend that the personnel, services, and assets to be provided by the County will be provided on an actual full 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.

- D. The District is in need of certain services that the County is willing and able to provide.
- E. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the services provided by the County under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents served by the District.

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:

AGREEMENT

1. Scope and Description of Services to be Provided. The County agrees to provide the District with surveyor services (“Services”) as defined in Attachment A, which is incorporated by reference and made part of this Agreement, for the term of this Agreement, including extensions and renewals thereof. The County shall perform the Services in a professional, reasonable and responsible manner. The County and 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. The County is only providing Services to the District under the direction and control of the District. The Services, or a component Service included within the Services, may be modified (increased or decreased), canceled or extended by the District or the County with a minimum of six (6) month’s advance notice, provided that the Parties reach written agreement respecting the particulars of the modification, cancellation, or extension,

including 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 accrue as of the date the modified Services become effective, and shall be due and payable as provided in Section 3 hereof. Should the Parties be unable to agree on the amount of the increase or decrease, the issue may be resolved as provided in Section 21 below.

2. Fees for Services.

- a. For the initial term of the Agreement, the District shall pay the County pursuant to the 2019 rate schedule (the “Contract Price”) detailed in Attachment B, which is incorporated by reference and made part of this Agreement, for the defined services provided by the County. The fees shall consist of the actual costs to provide each of the services identified in Attachment “A” including personnel and other associated costs.
- b. Because overhead costs are part of the full cost of services that the County provides under the Agreement, and State law and County ordinance and policy requires recoupment of the full cost of services, the County may continue to charge the District all of its overhead, i.e., indirect costs that may reasonably be allocated to provision of the Services. The Parties acknowledge that they are negotiating a potential change to the Agreement in regards to how overhead is handled, and any agreed-upon change will appear in a later amendment of the Agreement.
- c. 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 the Services.

- d. Revenue received by the County as a result of providing the Services shall be credited to the District and deducted from any amount which otherwise would be due from the District under this Agreement.

3. Subsequent Price Increases. For each subsequent calendar year, County agrees to provide any estimated updated rate schedule to the District not later than September 1st of each year during which this Agreement is in effect, with the actual rate increase or decrease to be as approved by the County Council pursuant to the County’s final adopted budget, and effective no sooner than January 1st of the next succeeding year. Should the County fail to do so after a 15-day grace period (or by September 15), the prior approved rate schedule shall remain in effect during the subsequent calendar year unless the Parties otherwise agree in writing. Upon request, the County will provide an explanation for any anticipated price increase. Should the District dispute any cost increase estimated by the County in September, the Parties agree to work together in good faith prior to approval of the County’s final adopted budget to come to a resolution in accordance with Section 21 below. Should the Parties be unable to reach an agreement, the District shall be free to provide notice of termination per section 6 and secure the subject Service or Services 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 at the conclusion of the termination notice period, this Agreement shall terminate respecting the said Service, but not otherwise. If the District provides notice of termination, the final Council approved rate schedule for the new budget year shall apply to that year until the

contract terminates, even if the rate of services is the reason for termination.

4. Remittance of Contract Price.

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

Salt Lake County Surveyor
Attn: Fiscal Manager
2001 South State Street, Room N1-400
P.O. Box 144575
Salt Lake City, UT 84114-4575

b. 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.

5. Effective Date and Term.

- a. This Agreement shall be effective upon the last of the following events to occur:
 - (i) approval of the Agreement as provided in the UTAH CODE ANN. § 11-13-202.5(1) and (2), (ii) delivery of the Agreement to an attorney representing each Party for review as to proper form and compliance with applicable law, and (iii) the filing of the signed Agreement with the keeper of records of each of the Parties.
 - b. The initial term of this Agreement shall terminate on December 31, 2020.
 - c. Thereafter, the term may be renewed annually upon the same terms and conditions as set forth herein. Each annual extension shall be initiated by either Party sending, in writing, its intention to renew the Agreement for an additional one-year period, prior to October 1 of each contract year. Upon written notice by the other Party that it is willing to enter into such an extension, issued no later than November 1 of that contract year, the Agreement shall be automatically extended for one year commencing on the first day of new calendar year. References to the “term” of this Agreement shall include all renewal periods.
 - d. The total duration (term) of this Agreement may not exceed 50 years.
6. Termination. Pursuant to Utah Code Ann. § 11-13-206(a), the Parties agree this Agreement may be terminated (with or without cause) by either party upon at least one hundred (180) days prior written notice to the other Party.
 7. Written Notices. For purposes of communicating and maintaining ongoing contract management, written notices will be delivered, mailed or sent by email to each designated Party identified below to the address or email on file with the District. Each Party shall be responsible to maintain updated addresses and emails.

DISTRICT: Greater Salt Lake Municipal Services District
District General Manager
2001 South State Street, N3 600
Salt Lake City, UT 84190
E-mail: bbarker@msd.utah.gov

With a copy to Counsel for the District
Fabian VanCott
Mark H. Anderson
Rachel S. Anderson
215 South State Street, Suite 1200
Salt Lake City, UT 84111
E-mail: mhanderson@fabianvancott.com
E-mail: randerson@fabianvancott.com

Surveyor's Office COUNTY: Salt Lake County – County
Attn: County Surveyor
2001 South State Street, N1-400
P.O. Box 144575
Salt Lake City, UT 84114-4575
E-mail: rдемman@slco.org

With a copy to Salt Lake County District Attorney
Attn: Chief Deputy District Attorney
35 East 500 South
Salt Lake City, UT 84111
E-mail: rhamness@slco.org

A written notice shall be effective immediately upon personal or e-mail 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. From time-to-time, either Party may change its notice address by so notifying the other Party as provided above.

8. Independent Contractors.

- a. The relationship of the County, and of any County employee, with the District under this Agreement shall be that of an independent contractor. The County has the entire responsibility to discharge all of the obligations of an independent contractor under federal, state, and local laws, including, but not limited to, those

obligations relating to employee supervision, benefits and wages, taxes, unemployment compensation and insurance, social security, worker's compensation, and disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions, and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between the District and the County, or the County's employees, of employer and employee, partners, or parties to a joint venture. Should the District 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 an issue raised by the District and promptly report back to the District, as appropriate.

- b. In performing the Services, the County shall furnish and supply all necessary labor, supervision, insurance coverage, equipment, buildings, supplies, assets, communication facilities, uniforms, badges, and other facilities and items and support services necessary and incident to the provision of the subject Service in compliance with the requirements of the law, including the Americans with Disabilities Act, and all rules and regulations adopted or promulgated in furtherance thereof, as understood by the County. As provided herein, the Services shall be provided and supervised by County employees. County employees shall remain County employees for all legal purposes, including salary, rights, and benefits, and shall retain their respective seniority, merit status, and all

other conditions of County employment except as may otherwise be provided in a separate agreement.

9. Liability. 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. No Party waives any defense otherwise available under the Governmental Immunity Act nor does any Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the other Party of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and hold harmless a Party within thirty (30) days of receiving the notice of claim. Each Party also agrees to notify the other Party of any summons and/or complaint served upon the said Party, if a Party may have an obligation to defend, indemnify, and hold harmless the other Party, at least ten (10) days before an answer or other response to the summons and/or complaint may be due.

10. Indemnification. The County shall defend, indemnify, save and hold harmless the District, including, without limitation, its elected and appointed officers and officials, 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 fees and costs of suit, relating to or arising from the County providing Services to the District. Similarly, the District shall defend, indemnify, save and hold harmless the County including, without limitation, its elected and appointed officers and officials, 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.

11. 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 entering into 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 Sections 5 and 6 above.
- d. The District is funded by the County per Interlocal Agreement and state statute.
- e. 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.
- f. Each Party will acquire, hold, and dispose of its own real and personal property and there will be no jointly owned property upon the partial or complete termination of this Agreement, including the termination of any

Service to be provided hereunder.

- g. To the extent necessary to administer the cooperative undertaking set forth in this Agreement, the General Manager of the District shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the District, and any representative designated by 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. Because 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.

12. Non-Funding

- a. The Parties acknowledge that the obligation of any Party to perform as provided in this Agreement is conditioned and dependent upon the appropriation of funds

required for any payment due hereunder or to finance the provision of any Service as provided in this Agreement. Each Party's obligation is contingent upon funds being appropriated annually for payments due for the provision of the Services to be provided under this Agreement.

- b. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement then, unless the Parties mutually agree in writing to reduced Services and/or reduced payments that are in line with available and budgeted funding, this Agreement shall create no obligation on the Parties or any Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become void on the first day of the fiscal year for which funds are not budgeted and appropriated or, in the event of a reduction in appropriation, on the last day before the reduction becomes effective (except as to those reduced Service(s) and/or portions of payments required to perform hereunder as agreed upon by the Parties for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other charge of any kind whatsoever to the Parties, and no right or action for damages or other relief shall accrue to the benefit of any Party to this Agreement

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

14. Integration. This Agreement constitutes the entire agreement between the Parties

pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

15. Waiver. No failure by any party to insist upon the 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 such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
16. Recitals and Exhibits. The recitals are an integral part of this Agreement and are included as part of this Agreement. All exhibits and attachments annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or any such writing, shall be deemed to refer to and include this Agreement and all such exhibits, attachments and writings.
17. Amendment. The Parties may amend this Agreement by a writing signed by the Parties as provided in the Interlocal Cooperation Act. The amendment shall not be effective if it is not in writing or if it is not signed by all the Parties.
18. No Agency. Agents, employees or representatives of each Party shall not be deemed to be agents, employees or representatives of the other.

19. 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 provisions of this Agreement shall not preclude the exercise of any other right or remedy.
20. Filing. Promptly upon its mutual execution and delivery, copies of this Agreement shall be filed with the keeper of records of each of the Parties.
21. Claims and Disputes.
- a. CLAIMS AND DISPUTES. In the event of a claim or dispute between the Parties regarding the Services, 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.
 - b. 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.
22. Titles and Captions. All section or subsection titles or captions in this Agreement are for convenience only. Such titles and captions shall not be deemed 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
23. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.
24. Time. Time is of the essence.

25. 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.
26. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition 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.
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 two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature delivered electronically shall be deemed an original.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2019

Approved by:

ADMINISTRATIVE APPROVAL

By _____
REID DEMMAN
Salt Lake County Surveyor

Dated: _____, 2019

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By _____
R. Christopher Preston
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE DISTRICT

**GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT**

By _____

Name: _____

Title: _____

Dated: _____, 2019

Approved as to Form and Legality:
ATTORNEY FOR THE DISTRICT

By _____

Name: _____

Dated: _____, 2019

Attachment A
Scope of Work for Surveyor Services

1. **Scope of services to be provided.** During the term of this Agreement, Salt Lake County Surveyor's Office shall furnish to the District any of the Surveyor services specified (the "Services") herein directly related to the provision of municipal services by the District within the service area of the District (the "Service Area") upon the written request of the District. Individual metro townships located with the Service Area may contract directly with the County for the provision of surveyor services that are not directly related to the provision of municipal services by the District.

2. **Detailed description of potential services.** Salt Lake County Surveyor's Office may provide the following Services within the Service Area:

a. Mapping and GIS Services

i. *Emergency response mapping support.* During the term of this agreement the County Surveyor's Office will create, maintain and provide street centerline data to Valley Emergency Communication Center (VECC) for emergency dispatch. Data will be provided to VECC on a regular basis determined per an existing MOU. The data will carry the needed information to facilitate emergency dispatch as defined per the MOU.

ii. *Aerial imagery consultation.* During the term of this agreement the County Surveyor's Office may provide consultation services including specification, deliverable selection, vendor selection, quality control and general information technology advice.

iii. *Exhibit preparation.* During the term of this agreement the County Surveyor's Office may plot, prepare and mount requested exhibits. Final deliverables will be limited to standard media sizes and standards.

iv. *Custom mapping.* During the term of this agreement the County Surveyor's Office custom maps may be produced by request of the agency. Maps will be created based on the SL County GIS standard practices and conditions as defined in Salt Lake County Policy 1013.

v. *GIS consultation services.* During the term of this agreement the County Surveyor's Office will consult with the District on GIS application development and creation.

vi. *FCOZ mapping.* During the term of this agreement the County Surveyor's Office may create FCOZ slope analysis maps for the District. The map will display the latest slope, aerial photographic information and contours.

vii. *GIS data creation.* During the term of this agreement the County Surveyor's Office may assist the District in creating any requested GIS layers. The layers will be created as per described by the Salt Lake County Policy 1013. The layers will be maintained, stored and backed up per current best practices.

b. Property Site Surveys

i. *Boundary/Cadastral surveys.* During the term of this agreement the County Surveyor's Office shall perform Boundary/Cadastral surveys as requested by the District. Services shall be performed using the Utah Council of Land Surveyors Standards of Practice for Boundary Surveys.

ii. *ALTA/NSPS surveys.* During the term of this agreement the County Surveyor's Office shall perform ALTA/NSPS surveys as requested by District. Services shall be performed using the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

iii. *Encroachment investigative surveys.* During the term of this agreement the County Surveyor's Office shall perform Encroachment investigative surveys as requested by the District. This type of survey can be useful in determining whether infrastructure from one parcel of land has been placed on, or overhangs upon a neighboring property.

iv. *Forensic surveys.* During the term of this agreement the County Surveyor's Office shall perform forensic surveys as requested by the District. Forensic surveys are generally distinct from a boundary survey as no opinions regarding the status of property lines or corners are provided. Forensic Surveys may be used for Adverse Possession Claims, Flood Mitigation and Damage assessments, Structural deformation investigations, Accident reconstruction, Crime scene investigation, and ADA compliance investigations.

v. *As-Built surveys.* During the term of this agreement the County Surveyor's Office shall perform As-Built surveys as requested by the District. As built surveys are a record of the variations from original Engineering Plans to what has been constructed. As-Built surveys can be performed on any post construction structure and are commonly done with building foundations, fence line locations, and sewer and drainage infrastructure.

vi. *Topographic surveys.* During the term of this agreement the County Surveyor's Office shall perform Topographic surveys as requested by the District. Topographical surveys show natural and man-made features within a specified area. Typically, this would include existing buildings and structures, ground elevations at an interval sufficient to create a contoured map, trees and other natural features, and utility cover positions. Underground pipes for sewer and storm drain could be located upon request.

vii. *Right of Way surveys.* During the term of this agreement the County Surveyor's Office shall perform Right of Way Surveys as requested by District. Required to delineate areas of access from one parcel of land to another, or the rights of ingress and egress upon lands that are not owned by title. Rights of way can be street/highway extents, shared access points, utility and drainage easements, etc.

viii. *Control surveys.* During the term of this agreement the County Surveyor's Office shall perform Control surveys as requested by District. A Control survey is a survey that established positions of points with high accuracy in order to support other survey tasks such as GIS and Mapping, Boundary/Cadastral Surveys, and construction survey.

ix. *Volume calculation.* During the term of this agreement the County Surveyor's Office shall perform Volume calculations as requested by District. Services could include but not limited to, stockpile quantities, earth movement quantities, and detention/retention volumes.

x. *Monument permit issuance.* During the term of this agreement the County Surveyor's Office shall, in cooperation and coordination with the the District, issue monument disturbance permits. Pursuant to Utah State Code 17-23-14 and Chapter 14.17 of the Salt Lake County Ordinances, the removal or disturbance of existing monumentation requires a Monument Permit be obtained prior to the defacement or destruction of any Salt Lake County Monument. Fees are to be paid by the contractor to the Salt Lake County Surveyor at which time a permit will be issued. When monuments have been installed and inspected by the Salt Lake County Surveyor's office, a letter will be issued to the District indicating monuments have been approved and any money for bonding may be released.

c. *Other County Surveyor Services*

i. *Boundary/Plat/Legal descriptions preparation and review.*

- During the term of this agreement the County Surveyor's Office shall prepare descriptions and exhibits as required to facilitate the District improvement projects, right of way modifications/acquisition, real estate transactions/acquisition, easement requirements, Final Local Entity Plats, etc.
- During the term of this agreement the County Surveyor's Office shall review descriptions, exhibits, and legal documents, prepared by consultants to insure accuracy, completeness, and adherence to adopted standards.

ii. *Boundary, Ownership and Right of Way analysis.* During the term of this agreement the County Surveyor's Office shall abstract records and research documents to ascertain existing rights of way, boundary conflicts, and easements. Information will be compiled, analyzed, and documented to determine ownership and/or resolve boundary issues.

iii. *Subdivision and/or Street dedication plat review.*

- Subdivision, PUD, and Land Development Projects

During the term of this agreement the County Surveyor's Office shall review proposed boundary, easements, and rights of way of land development

projects to insure project accuracy, completeness, and compliance to zoning and ordinance requirements.

- Street Dedication Plats

During the term of this agreement the County Surveyor's Office shall prepare Street Dedication Plats as requested to facilitate the transportation needs and expectations of the District. The County shall review and approve Street Dedication Plats prepared by District consultants.

iv. Boundary Line Adjustments. State Code and Local Ordinance allow for the adjustment of common boundary lines on parcels that are exempt from subdivision platting requirements but subject to a planning division review process.

During the term of this agreement the County Surveyor's Office shall review submitted documents for accuracy and compliance with applicable zoning ordinances and recordation requirements.

v. Parcel Consolidation Review. State Code and Local Ordinance allow for the consolidation of lots or parcels of adjoining properties, for the purposes of developing them as one lot and/or combining tax descriptions or to legalize agreements between property owners.

During the term of this agreement the County Surveyor's Office shall review submitted documents to insure the consolidation does not affect existing streets, walkways, or right of ways and that no public utilities, drainage, or access easements will be compromised.

vi. Review of real estate descriptions. Please see description under item c-i. Boundary/Legal descriptions preparation and review.

vii. Unmanned Aerial Vehicle Services (drone). During the term of this agreement the County Surveyor's Office utilizing the latest remote sensing equipment and technology will gather data from an aerial platform (drone). Aerial photos, surface data, volumetrics, still and video imagery will be provided per current technologic and professional standards.

3. **Liaison and Coordination with District's Liaison.** Salt Lake County Surveyor's Office shall designate one or more liaisons to coordinate the delivery of services within Service Area and to attend District staff meetings, cabinet meetings, public hearings, or other meetings held by the District upon the District's request. The District shall promptly designate one or more liaisons to coordinate with the Salt Lake County Surveyor's Office liaisons regarding delivery of services.