

**MUNICIPAL EMERGENCY MANAGEMENT PLANNING SERVICES AND  
REIMBURSEMENT AGREEMENT**

This Municipal Emergency Management Planning Services and Reimbursement Agreement (“Agreement”) is entered into as of its effective date, by and between the UNIFIED FIRE AUTHORITY, an interlocal entity and political subdivision of the State of Utah (“UFA”), and the Greater Salt Lake Municipal Services District, a local district and political subdivision of the State of Utah (“MSD”) acting for itself and on behalf of any and all municipalities located within and receiving services from the MSD and, if applicable, Salt lake County (the “County”) respecting remaining unincorporated areas. The UFA and MSD are hereafter sometimes collectively referred to as “Parties” and either may be referred to individually as a “Party.”

**RECITALS**

A. Pursuant to Utah state law, municipalities are required to engage in planning, training and exercising for emergencies, including developing their own written “emergency plans.”

B. MSD was created to provide municipal type services to municipalities and unincorporated areas lying within its borders, along with unincorporated areas which are under the jurisdiction of the County. Presently, MSD provides those services to the Copperton Metro Township, the Emigration Canyon Metro Township, the Kearns Metro Township, the Magna Metro Township and the White City Metro Township (collectively the “Metro Townships”) and to all unincorporated areas in Salt Lake County. The Metro Townships and any other municipality that may be served by the MSD in the future including, but not limited to, the Town of Brighton once its incorporation is complete, are referred to herein as the “Municipalities”.

C. UFA is an interlocal entity that has the ability to hire and train Emergency Planning Specialists who can be shared with multiple municipalities. As the UFA also provides Emergency Management Services for the County, the Planning Specialist assigned to the MSD will have a direct link to the County Emergency Operations Center, thereby facilitating a more seamless approach to emergency management in Salt Lake County.

D. The Municipalities' and the County's emergency planning needs are such that none of them require a full-time Specialist on its own staff. However, the Parties see value in having a dedicated individual, familiar with the MSD, the County, and the Municipalities and their needs, working through the MSD on the Municipalities' and, as applicable, the County's behalf in this substantive area on a part-time basis.

E. MSD and UFA therefore wish to agree on a method by which the Municipalities, the County and the MSD jointly will receive the efforts of one or more Specialists by sharing the work output of one or more UFA Specialists on a part-time, pro-rata basis with other municipalities that may enter into similar agreements and reimburse the UFA for the cost of such dedicated services.

F. The Parties wish to enter into this Agreement to document and confirm their mutual agreements with respect to the foregoing.

## **AGREEMENT**

NOW, THEREFORE, based upon the stated Recitals, which are incorporated by reference, and for and in consideration of the Parties' mutual covenants and agreements, the mutual benefits to the Parties, the Municipalities, and the County, and other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. UFA agrees to the following:
  - a. UFA will hire one or more qualified and skilled Specialists who will be available to provide emergency planning services to the Municipalities, the County and/or the MSD for a specific amount of allotted time each week.
  - b. A Specialist will be assigned to each Municipality, the County and/or the MSD, as applicable, and will provide such services for the amount of time allotted to the Municipality, the County and/or the MSD pursuant to this Agreement, in units consisting of one eight-hour day per week (a “Service Unit”) or a portion of a Service Unit (such as ½).
  - c. UFA will coordinate with each Municipality, the MSD and/or the County to facilitate participation in the hiring process and hiring decision with respect to the Specialist(s).
  - d. Each Specialist will at all times remain an employee of UFA and be subject to UFA’s general employment policies and supervision, including potential disciplinary or other employment actions. However, each Municipality, or the County for unincorporated areas or the MSD on behalf of itself, the Municipalities and/or the County, may direct and supervise the substantive work being performed by the Specialist on its/their behalf for the allotted Service Unit(s).
  - e. Each Specialist will perform the services for unincorporated areas and/or each Municipality at a mutually agreeable and convenient location during the time allocated to the Municipality, the County, or the MSD, which may include UFA offices or stations or Municipality’s, County’s and/or MSD’s offices.

f. UFA will invoice MSD annually for the pro-rata, fully-loaded share cost of the employee's regular working time devoted to providing services to the Municipalities and unincorporated areas, as applicable, based upon the ratio between the Service Unit(s) assigned to all of the Municipalities, the County and the MSD, as applicable, and a full 40-hour work week. The initial calculation of this cost is \$18,000.00 per Service Unit. At the commencement of this Agreement, the MSD elects to use \_\_\_\_\_ Service Unit(s) for a total of \$ \_\_\_\_\_ per annum allocated as provided in attached Exhibit "A" which is incorporated herein by reference, including subsequent modifications to Exhibit "A". The total number of Service Units covered by this Agreement, and the allocation of those Service Units among the Municipalities, the County and the MSD, may be modified from time-to-time by the MSD providing a written notice to UFA specifying the modification at least thirty (30) days before the effective date of the modification, unless UFA and MSD mutually agree to a longer or shorter notice period. From and after the effective date of the change, including but not limited to adding an additional Municipality, Exhibit "A" shall be deemed to have been modified and amended accordingly with no other action required to be taken by either Party. The applicable annual amount will be pro-rated to the effective date of this Agreement for fiscal year July 1, 2019-June 30, 2020, and any subsequent change, as provided above, shall be prorated to the effective date of the change with an appropriate credit in the form of a refund to MSD, or debit in the form of an additional payment to UFA, with the refund or the additional

payment to be made within thirty (30) days after the effective date of the modification to Exhibit “A”.

- g. The annual amount to be reimbursed may be adjusted for each subsequent fiscal year to reflect the actual, fully-loaded cost of each Service Unit. UFA will provide an estimate of any increase to such amount at least ninety (90) days prior to the beginning of the next UFA fiscal year. However, the final amount will not be certain until the adoption of the budget for such fiscal year by the UFA Board of Directors.
- h. Subject to availability and at each Municipality’s, the MSD’s or the County’s request, as applicable, the Specialist may report to the Municipality, the MSD and/or the County, during the course of an emergency to provide assistance. However, this availability may be restricted, reassigned, or denied at the discretion of UFA’s Fire Chief, or designee thereof, if the Specialist is needed elsewhere during the course of the emergency. If a Municipality, the MSD or the County requests that the Specialist report to the Municipality, the MSD or the County during such an emergency, UFA will pay the Specialist for such time worked, and MSD will reimburse UFA for the fully loaded cost of such time worked, including overtime if applicable, billed quarterly, provided that no payment shall be required if the time falls within the Service Units for which MSD has already paid.
- i. Any other overtime worked by the Specialist for a Municipality or for unincorporated areas beyond the allotted normal working hours of the Service Unit must be pre-approved by the Municipality, the MSD or the County, as

appropriate, in writing (such as an email). UFA will pay the Specialist any such overtime worked, and MSD will reimburse UFA for the fully loaded cost of such overtime, billed quarterly.

j. The Specialist position will not be “constant staffed,” therefore, a replacement is not provided when the specialist takes Vacation or Sick Leave. UFA will endeavor to adjust schedules to distribute any leave as evenly as possible between the Municipalities, the County, the MSD and/or other municipalities sharing a Specialist.

2. MSD agrees to the following:

a. MSD will reimburse UFA the cost of the Specialist’s Service Units(s) for each UFA fiscal year MSD elects to use such services on its own behalf, on behalf of the Municipalities, and/or on behalf of the County. Such payment will be made at the beginning of each fiscal year for UFA, which is July 1st.

b. If MSD elects either to: 1) increase the number of Service Units to be allocated to the Municipalities, the MSD, and/or the County for the next UFA fiscal year; or 2) reduce (or eliminate) the number of Service Units in an upcoming UFA fiscal year, MSD will notify UFA by the 1<sup>st</sup> day in May prior to the beginning of such UFA fiscal year so that the UFA’s budget may be modified accordingly.

c. MSD, an individual Municipality and/or the County, as appropriate, will provide general direction and project management for the Specialist while the Specialist is working on a Municipality’s, the County’s and/or the MSD’s

emergency planning and management. Only the MSD may define the authority of the Specialist to commit MSD resources and/or funds.

3. Subject to the Utah Governmental Immunity Act (“UGIA”), the MSD shall indemnify, defend, and hold harmless, the UFA, its agents and employees from any and all liability and expense, including reasonable attorney’s fees and costs and other legal expenses, to the extent arising from or as a result of any activity that is the subject of this Agreement, including liability arising from acts of UFA employees while they are acting in the capacity as a Specialist on behalf of any Municipality, the MSD or the County pursuant to this Agreement, except to the extent that such liability and expense is caused by the negligence or willful wrongful conduct of UFA and/or any UFA employee. MSD, UFA, the Municipalities and the County are governmental entities under the provisions of the UGIA and nothing in this Agreement shall be construed to waive either of the Parties’ or any Municipality’s or the County’s rights or defenses otherwise applicable under the UGIA, common law, or any successor governmental immunity statute, including any limitations on judgments therein. The indemnification provided for in this Paragraph shall survive the expiration or earlier termination of this Agreement.

4. Each Party agrees to maintain, during the duration of this Agreement, its own policy of Commercial General Liability insurance in amount of not less than \$2,000,000 per occurrence, or a sufficient level of self-insurance as evidenced by letter of coverage.

5. The effective date of this Agreement will be as provided in Paragraph 11 of this Agreement, unless there is a technical deficiency in the approval of the Agreement under the Interlocal Cooperation Act, in which event the Agreement will be effective under Paragraph 12 upon its execution by both Parties, and the initial term will expire five (5) years after the

beginning of the term. The term of this Agreement may be extended only by a written agreement executed by both Parties. Upon MSD providing notice to UFA that the MSD, any Municipality, and/or the County wishes to eliminate the use of Service Units as provided for in Paragraph 2(b), this Agreement will terminate only as to services provided to that Municipality, the MSD and/or the County, as applicable, unless all of the Municipalities, the County, and the MSD elect to terminate this Agreement.

6. No person acting within the scope of his or her authority under this Agreement may unlawfully discriminate against any individual or employee on the basis of race, creed, color, national origin, ancestry, age, religion, marital status, sexual orientation, familial status, sex, or handicap. Each Party agrees to comply with all applicable federal, state, and local government laws, regulations, and orders.

7. This Agreement will be construed and enforced in accordance with, and governed by, the laws of the State of Utah. This Agreement represents the complete agreement between the Parties with respect to its subject matter and supersedes all prior discussions, understandings, or agreements between the parties, written or oral, which are in conflict with its provisions. Invalidation of any of the covenants, conditions, restrictions, or other provisions contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other provisions hereof, or the application thereof to any Party shall remain in full force and effect.

8. A Party may not assign this Agreement or any rights, interests, or obligations hereunder, without the previous written consent of the other Party. Notwithstanding the foregoing, or anything to the contrary in this Agreement, however, the Parties recognize and agree that each Municipality and the County, if the County elects to receive Service Units, or

fractions thereof, under this Agreement, is an intended third-party beneficiary of this Agreement. Further notwithstanding anything herein to the contrary, should the County elect not to receive UFA emergency management planning services under this Agreement, specific references to the County herein shall not be taken into consideration in interpreting and/or enforcing this Agreement.

9. This Agreement may only be amended or modified by a written agreement executed by both Parties with such formality as may be required by law.

10. The individuals signing this Agreement on behalf of each Party hereby represent to the other Party (i) that they have the power and authority to bind the entity for which they are signing, (ii) that the signatories are all of the signatories for the respective Party necessary for the full and valid execution of this Agreement for such Party, and (iii) that no other signature, act or authorization is necessary to bind the respective Party.

11. As political subdivisions of the state of Utah, the Parties may enter into an Agreement of mutual advantage under the Interlocal Cooperation Act found at Title 11, Chapter 13 of the Utah Code (the "Interlocal Act"). The Parties desire that the Interlocal Act may apply to this Agreement and, therefore, 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 Paragraph 5 above.

- d. The MSD is funded by the County transferring unincorporated area sales tax revenues and the Municipalities transferring their respective incorporated area sales tax revenues to the District, which are the primary sources of funds for the District to make payments to the UFA as required by this Agreement. In the event and to the extent such funds are not timely provided to the MSD by the County and the Municipalities, the MSD's obligations to make payments to the County hereunder shall be proportionately abated until such time as the required funding is provided by the County and the Municipalities.
- e. The MSD shall be responsible for formulating and approving its annual budget and the UFA shall be responsible for formulating and approving its annual budget.
- 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 Unit to be provided hereunder and, consequently, there will be no need to dispose of jointly owned property.
- g. To the extent necessary to administer the cooperative undertaking set forth in this Agreement, the General Manager of the MSD shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the MSD, and any representative designated by the Fire Chief of the UFA shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the UFA. 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 Act until it is given to an attorney representing each of the Parties for approval as to form and compliance with law, the Agreement has been approved by and signed by each Party, and the signed Agreement is 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, at which time the Agreement shall be effective.

12. Should this Agreement fail to satisfy any applicable requirement of the Interlocal Act, the Parties nevertheless intend that this Agreement shall be fully enforceable outside of the application of the Interlocal Act.

13. Any notice required or called for under this Agreement will be delivered to the following:

If to MSD:  
Greater Salt Lake Municipal Services District  
Attn: General Manager  
2001 South State Street, #N3-600  
Salt Lake City, UT 84190

With a Copy to:  
Mark H. Anderson  
Or  
Rachel S. Anderson  
Fabian VanCott  
215 South State Street, Suite 1200  
Salt Lake City, UT 84111

If to UFA:

Fire Chief  
Unified Fire Authority  
3380 South 900 West  
Salt Lake City, UT 84119

With a copy to:

Chief Legal Officer  
Unified Fire Authority  
3380 South 900 West  
Salt Lake City, UT 84119

Either Party may change its notice address as stated above, and/or the identity of any person or designated office holder who is to receive a notice, by notifying the other Party in writing of the change.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates stated with their signatures, with an effective date as provided in Paragraph 11\_ or Paragraph 12 above.

UNIFIED FIRE AUTHORITY

Approved as to form and  
compliance with law:

\_\_\_\_\_  
Brian F. Roberts  
Chief Legal Officer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dan Petersen  
Fire Chief  
Date: \_\_\_\_\_

GREATER SALT LAKE MUNICIPAL  
SERVICES DISTRICT

Approved as to form and  
compliance with law:

\_\_\_\_\_  
Mark H. Anderson  
Legal Counsel  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bart Barker  
General Manager  
Date: \_\_\_\_\_

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**EXHIBIT "A"**

**ALLOCATION OF SERVICE UNITS**

<b>METRO TOWNSHIPS</b>	<b>SERVICE UNITS</b>
Copperton Metro Township	
Emigration Canyon Metro Township	
Kearns Metro Township	
Magna Metro Township	
White City Metro Township	
Salt Lake County	
Greater Salt Lake Municipal Services District	

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