

MIDVALE CITY, UTAH
RESOLUTION NO. 2019-R-49

**A RESOLUTION APPROVING THE MUNICIPAL EMERGENCY MANAGEMENT
PLANNING SERVICES REIMBURSEMENT AGREEMENT**

WHEREAS, Midvale City (the City) is required by the State of Utah to engage in emergency planning, training and exercising which includes the development of its own emergency operations plan; and

WHEREAS, the Unified Fire Authority (UFA) has the ability to hire and train Emergency Management Specialists that can provide these services to the City and can also be shared with its other member agencies; and

WHEREAS, the City desires to participate in this program and agrees to reimburse UFA for the services ; and

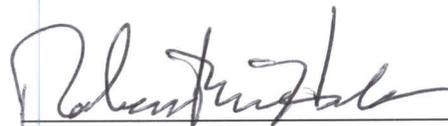
WHEREAS, the City Council desires to approve this agreement and authorize the Mayor to sign the agreement on behalf of the City.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE, UTAH:

Section 1. The City Council hereby approves entering into the Municipal Emergency Management Planning Services Reimbursement Agreement with the Unified Fire Authority and authorizes the Mayor to sign the agreement on behalf of the City.

Section 2. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 19th day of November 2019.



Robert M. Hale, Mayor

ATTEST:



Rofi L. Andreason, MMC
City Recorder

Voting by the City Council	"Aye"	"Nay"
Quinn Sperry	<input checked="" type="checkbox"/>	_____
Paul Glover	<input checked="" type="checkbox"/>	_____
Paul Hunt	<input checked="" type="checkbox"/>	_____
Bryant Brown	<input checked="" type="checkbox"/>	_____
Dustin Gettel	<input checked="" type="checkbox"/>	_____



**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 MIDVALE CITY, a municipality and political subdivision of the State of Utah ("Municipality"). The UFA and Municipality 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, Municipality is required to engage in planning, training and exercising for emergencies, including developing its own, written "emergency plan."
- B. UFA is an interlocal entity that has the ability to hire and train Emergency Planning Specialists that can be shared with multiple municipalities. As the UFA also provides Emergency Management Services for Salt Lake County, the Planning Specialist assigned to the Municipality will have a direct link to the County Emergency Operations Center thereby facilitating a more seamless approach to emergency management in Salt Lake County.
- C. Municipality's emergency planning needs are such that it does not require a full-time Specialist on its own staff. However, the Parties see value in having a dedicated individual, familiar with the Municipality and its needs, working on Municipality's behalf in this substantive area on a part-time basis.
- D. Municipality and UFA therefore wish to agree on a method by which Municipality will receive the efforts of a Specialist by sharing the work output of a UFA

Specialist on part-time, pro-rata basis with other municipalities who may enter similar agreements and reimbursing the UFA for the cost of such dedicated services.

E. The Parties wish to enter 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, 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 Municipality for a specific amount of allotted time each week.
 - b. A Specialist will be assigned to Municipality, and will provide such services for the amount of time allotted to the Municipality pursuant to this Agreement, in units consisting of one eight-hour day per week (a "Service Unit").
 - c. UFA will coordinate with Municipality to facilitate Municipality's participation in the hiring process and hiring decision with respect to the Specialist(s).
 - d. The 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, Municipality may direct

and supervise the substantive work being performed by the Specialist on its behalf for the Service Unit(s) allotted to Municipality.

- c. The Specialist will perform the services for Municipality at a mutually agreeable and convenient location during the time allocated to Municipality, which may include UFA offices or stations or Municipality's offices.
- f. UFA will invoice Municipality annually for the pro-rata, fully-loaded share cost of the employee's regular working time devoted to providing services to Municipality based upon the ratio between the Service Unit(s) assigned to Municipality 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 Municipality elects to use 2 Service Unit(s) for a total of \$36,000 per annum. This annual amount will be pro-rated to the effective date of this agreement for fiscal year July 1, 2019-June 30, 2020.
- g. The annual amount to be reimbursed will 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 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 budgets for such fiscal year by the UFA Board of Directors.
- h. Subject to availability and at Municipality's request, the Specialist may report to Municipality 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 Municipality requests the Specialist report to Municipality during such an emergency, UFA will pay the Specialist for such time worked, and Municipality will reimburse UFA for the fully loaded cost of such time worked, including overtime if applicable, billed quarterly.

- i. Any other overtime worked by the Specialist for Municipality beyond the allotted normal working hours of the Service Unit must be pre-approved by the Municipality, in writing (such as an email). UFA will pay the Specialist any such overtime worked, and Municipality 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 sharing a Specialist.

2. Municipality agrees to the following:

- a. Municipality will reimburse UFA the cost of the Specialist's Service Unit(s) for each UFA fiscal year Municipality elects to use such services. Such payment will be made at the beginning of each fiscal year for UFA, July 1st.
- b. If Municipality elects either to: 1) increase the number of Service Units to be allocated to Municipality for the next UFA fiscal year; or 2) reduce (or eliminate) the number of Service Units in an upcoming UFA fiscal year. Municipality will notify UFA by 1st day in May prior to the beginning of such UFA fiscal year so that the budget may be modified accordingly.

- c. Municipality will provide general direction and project management for the Specialist while the Specialist is working on Municipality's emergency planning and management, including defining the authority of the Specialist to commit Municipality resources and / or funds.

3. Subject to the Utah Governmental Immunity Act ("UGIA"), the Municipality 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 cost 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 Municipality pursuant to this Agreement. Municipality and UFA are both governmental entities under the provisions of the UGIA and nothing in this Agreement shall be construed to waive either of the Parties' 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. The Parties each agree to maintain, during the duration of this Agreement, their own policy of Commercial General Liability insurance in amount of not less than \$2,000,000 per occurrence, or sufficient level of self-insurance as evidenced by letter of coverage.

5. The effective date of this Agreement will be December 2, 2019. The term of this Agreement will begin on the effective date hereof and expire five years after the beginning of the term. The term of this Agreement may be extended or only by a written agreement executed by both Parties. Upon a Municipality providing notice to UFA that it wishes to eliminate the use of Service Units as provided for in Paragraph 2(b), this Agreement will terminate.

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.

9. The Agreement may only be amended or modified by a written agreement executed by both Parties.

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

If to Municipality:

Kane Loader
7505 South Holden Street
Midvale, UT 84047

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

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year first above written.

UNIFIED FIRE AUTHORITY

Approved as to form



Brian F. Roberts
Chief Legal Officer
Date: 12/3/12



Dan Petersen
Fire Chief
Date: 12/4/19

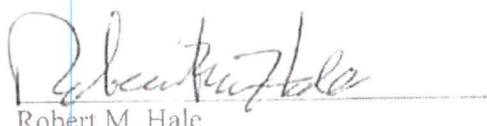
Approved as to form:



Lisa Garner
Legal Counsel

Date: November 25, 2019

MIDVALE CITY

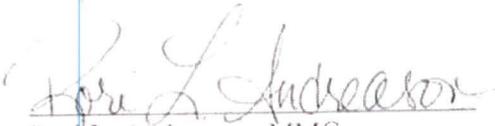


Robert M. Hale
Mayor

Date: 21 November 2019



ATTEST:



Rori L. Andreason, MMC
City Recorder/HR Director