



# UFA/UFSA CONTRACT ROUTING FORM

**Please use this form to start processing any new contract. If you have questions regarding the process or what information is needed, please contact Erica Langenfass, Contract Administrator – [elangenfass@unifiedfire.org](mailto:elangenfass@unifiedfire.org)**

**STEP ONE:** Complete the following fields

UFA

UFSA

Requestor: Val Greensides

Agreement with: Salt Lake County

Agreement for: Flood Mitigation

Approvals: Division Chief: \_\_\_\_\_

Section Chief: *Det. S. Cook*

Fleet (if applicable): \_\_\_\_\_

IT (if applicable): \_\_\_\_\_

Additional information if any: \_\_\_\_\_

**STEP TWO:**

Forward this form with related draft contract to the contract administrator for processing.

**UFA Contract#:** see 23-305 Or UFSA Contract # \_\_\_\_\_ (assigned by UFSA if applicable)

Terms: Executed date: \_\_\_\_\_ Expires: \_\_\_\_\_

Renewal terms: \_\_\_\_\_

**STEP THREE:**

FOR **UFA/UFSA:** The Chief Financial Officer has reviewed: *Tony Hill*

FOR **UFA:** The Chief Legal Officer has approved this agreement for execution by the Fire Chief:

Chief Legal Officer: *Brian Roberts* Brian Roberts (Apr 27, 2023 17:29 MDT) Date \_\_\_\_\_

FOR **UFSA:** The Chief Legal Officer has approved this agreement for execution by the District Administrator: Chief Legal Officer \_\_\_\_\_ Date \_\_\_\_\_

**STEP FOUR:**

Vendor signature received \_\_\_\_\_ Date \_\_\_\_\_

**Administrative Use Only**

Executed original in file (date): \_\_\_\_\_

File: \_\_\_\_\_ UFA/UFSA Contracts to Erica Langenfass

Copies to:

\_\_\_\_\_ Grant Award (Finance-Kate)

\_\_\_\_\_ Insurance (Human Resource-Cal)

\_\_\_\_\_ UFSA (Rachel Anderson)

\_\_\_\_\_ Original Contract Form to the Compliance Office (Date) \_\_\_\_\_

**When fully executed, please return to:** \_\_\_\_\_

Revised 5/1/2021

**CY 2023 FLOOD MITIGATION PROGRAM**  
**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) between Unified Fire Authority (“UFA” or “Managing Organization”), an interlocal entity and a political subdivision of the State of Utah, by and through UFA’s Emergency Management Division, and Salt Lake County/Flood Control (“Participating Agency”), a Utah municipal corporation (individually a “Party” and collectively the “Parties”), is entered effective as of its execution by the Parties.

**I. Purpose**

The purpose of this MOU is to facilitate the distribution of funding for flood mitigation projects during calendar year 2023. UFA is the recipient and manager for funding providing by the Utah State Department of Public Safety to provide reimbursement to jurisdictions within Salt Lake County for appropriate flood mitigation efforts. The anticipated use of the funding by Participating Agency is listed in Appendix A of this MOU.

**II. Responsibilities**

- A. The Parties agree to cooperate with each other to facilitate achievement of the goals and objectives of the funding. This MOU and its purpose are subject to the availability of CY2023 flood mitigation funds provided to UFA by the State of Utah.
- B. The Parties agree that the Managing Organization is the Grant sub-recipient from the State of Utah and has primary responsibility for management of Grant funds and compliance with Grant requirements. For the purposes of the Grant, the Managing Organization provides oversight and represents that it will manage the Grant funds for the benefit of entities within Salt Lake County. The Managing Organization will coordinate reimbursement of qualified flood mitigation expenses as provided for herein.
- C. Participating Agency agrees to only seek reimbursement for proper flood mitigation expenses, as identified in Appendix A, and submit a cover letter with any request for reimbursement explaining how the equipment or project enhanced Participating Agency’s ability to mitigate the impact of flooding or potential flooding. Participating Agency agrees bear the initial cost of the equipment or project identified in Appendix A and seek reimbursement from UFA pursuant to Section III of this MOU.

**III. Reimbursement**

- A. Equipment/Project Costs. Managing Organization will reimburse Participating Agency for approved costs using grant funds, as identified in Appendix A, upon Participating Agency submitting to Managing Organization a written request for reimbursement listing the costs with specificity. **Reimbursement for costs other than those listed in Appendix A are not authorized by this MOU.**

- B. Funding. Reimbursement of costs incurred pursuant to this MOU is dependent upon funding being sufficient and available from the Grant. Managing Organization will use its best efforts to coordinate all activities with Participating Agency to ensure that funding is available prior to the costs being incurred. However, Participating Agency assumes the risk of it incurring costs that exceed the total funding available under the Grant during its participation.
- C. Performance Period. The performance period for the use of the funds pursuant to this MOU will be March 1, 2023 through July 31, 2023.
- D. Reimbursement Process. Participating Agency must submit reimbursement requests to the Managing Organization within 45 days of incurring the costs for purposes provided in Appendix A, but in no event later than August 18, 2023. Reimbursement requests from Participant Agency to Management Organization must include: 1) an invoice with itemized receipt; 2) photos documenting any activities or projects utilizing the funds; 3) proof of payment, and be sent to:

Unified Fire Authority  
C/O SLCo Emergency Management  
3380 S 900 W  
Salt Lake City, UT 84119  
Email: [vgreensides@unifiedfire.org](mailto:vgreensides@unifiedfire.org)

- E. Managing Organization will review the request and provide reimbursement within 60 days of submission unless there is a discrepancy or question as to the eligibility of all or a portion of the request. In the event of such a discrepancy or question, the two organizations will meet and confer to reasonably resolve the issue.

#### **IV. Governmental Immunity**

Managing Organization and Participating Agency are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the “Immunity Act”). Managing Organization and Participating Agency do not waive any defenses otherwise available under the Immunity Act (or successor provision), nor do they waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained.

#### **V. Indemnification**

Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in participating in the program under the terms of this MOU. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney’s

fees. The terms of this paragraph will survive the termination of this MOU.

**VI. General Provisions**

- A. Effective Date. This MOU will be effective as of the date on which it has been duly and regularly authorized and executed by the Parties.
- B. Authority. This MOU is made under the authority of Utah law in furtherance of the purposes of grant program. The Parties represent that this MOU is not an Interlocal Agreement entered into pursuant to the Utah Interlocal Cooperation Act, as no joint action is being undertaken, and is instead an MOU to set forth the terms and conditions for Participating Agency's participation in a funded grant program and reimbursement of costs.
- C. Miscellaneous Provisions.
  - (i) The obligations of the Participating Agency set forth in this MOU are non-delegable and may not be assigned to or assumed by any other person without the prior written consent of Managing Organization.
  - (ii) Except and to the extent federal law controls, this MOU will be construed and enforced, as between the Parties, according to the laws of the State of Utah.
  - (iii) No Party will engage in any conduct or activity in the performance of this MOU or participation in the grant program that constitutes a conflict of interest under applicable federal, state, or local law, rules, and regulations.
  - (iv) Each Party will at all times observe and comply with all applicable federal, state, and local laws, rules, and regulations.
  - (v) Should any provision of this MOU be determined to be invalid or unenforceable under applicable law, the provision shall, to the extent required, be severed from the remainder of the MOU which shall continue in full force and effect.
  - (vi) This MOU is made for the sole and exclusive benefit of the named Parties and their lawful successors in interest, and no other person or entity is intended to, nor shall such other person or entity acquire or be entitled to receive any rights or benefits as a third-party beneficiary of this MOU.
  - (vii) Each person executing this MOU represents that they are lawfully authorized to sign the MOU on behalf of the respective Party, and, to the person's best knowledge and belief, the MOU is a binding and enforceable obligation of the Party on whose behalf it is executed.
  - (viii) This MOU, including the Appendices and attachments, if any, constitutes the entire MOU between the parties and it supersedes any prior MOUs on this matter.

**[signatures begin next page]**

Executed on behalf of the parties effective as of April \_\_, 2023.

PARTICIPATING AGENCY  
Salt Lake County

Digitally signed by Scott Baird  
 Date: 2023.04.27 11:00:15 -06'00'

By: Kade Moncur  
 Digitally signed by Kade Moncur  
 Date: 2023.04.27 09:14:39 -06'00'

Its: Catherine Kanter  
 Digitally signed by Catherine Kanter  
 Date: 2023.04.27 11:34:20 -06'00'

APPROVED AS TO FORM

Ryan W. Lambert  
 Digitally signed by Ryan W. Lambert  
 Date: 2023.04.27 09:08:02 -06'00'

By: Ryan Lambert  
 Its: Deputy District Attorney

MANAGING ORGANIZATION  
**UNIFIED FIRE AUTHORITY/SALT LAKE COUNTY EMERGENCY MANAGEMENT**

Clint B. Mecham  
 Division Chief Clint Mecham  
 Emergency Manager

APPROVED AS TO FORM

Brian Roberts  
 Brian F. Roberts  
 UFA Chief Legal Officer

## Appendix A

<i>Agency</i>	<i>Category</i>	<i>Cost</i>
SLCo Flood Control	Sand bagger and trash pumps	\$54,000.00
		\$
		\$
		\$
		\$
		\$
Total		\$54,000.00