

MEMORANDUM OF UNDERSTANDING

**Between the State of Utah, Department of Public Safety, Division of Emergency Management and Tooele County Emergency Management
For Use of Facilities as an Alternate Recovery Location**

**State of Utah, Department of Public Safety,
Division of Emergency Management**
(Referred to in this document as Utah DEM)
State Office Building # 1110
Salt Lake City, Utah 84114
Director: Kris Hamlet
Coordinator: Susan Thomas

Tooele County Emergency Management
(Referred to in the document as TCEM)
15 East 100 South
Tooele, Utah 84074
Director: Bucky Whitehouse
Coordinator: Bucky Whitehouse

INTRODUCTION

The State of Utah, Division of Emergency Management, through its Continuity of Operations Plan (COOP) pre-identifies facilities to be used as alternate locations of operation. DEM would like to designate Tooele County Emergency Management's Emergency Operation Center (EOC) as one of their alternate recovery locations.

PURPOSE

- a. To clarify the respective roles and responsibilities of TCEM and Utah DEM in use of TCEM facilities.
- b. To serve as the basis for mutual understanding by which TCEM and Utah DEM will coordinate use of TCEM facilities.

METHODS OF COOPERATION

This agreement may become effective based on a disaster declaration by the Governor, and/or at the request of Utah DEM, and may be terminated by either party with a minimum of 2 weeks' notice so as not to cause hardship on the operation.

ROLES

When activated, and agreed upon by the TCEM member agencies, TCEM will:

- a. Provide staffing to open/activate the EOC for UTAH DEM use.
- b. Provide staffing during the duration of the event to act as a support to UTAH DEM to ensure proper functioning of the facility.
- c. Make staff available to assist UTAH DEM in a response if deemed necessary by UTAH DEM coordinators.
- d. Ensure Utah DEM that the EOC will be functionally maintained and available for use as an EOC. TCEM will provide Utah DEM a minimum of 2 weeks' notice of a change in operational status of the facility.

When activated, Utah DEM will:

- a. Provide a reasonable amount of notice to TCEM staff that an activation of the EOC will be required.
- b. Reimburse TCEM for any and all expenses (IE., electricity, natural gas, food, etc.) related to the use of the facility if the use of the facility is required for longer than 48 hours.

TCEM member agencies work collaboratively, yet remain independent entities.

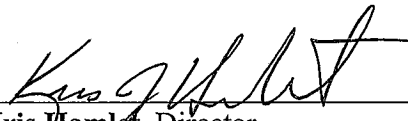
The parties to this Agreement are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 *et seq.*, as amended ("the Act"). Consistent with the terms of the Act, each party shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

MOU RENEWAL

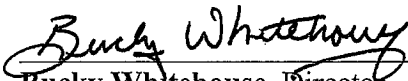
This MOU is renewed automatically every year. Either party may terminate this agreement with 90 days written notice to the other party.

Date: 2/17/15

Date: 2/3/2015



Kris Hamlet, Director
State of Utah, Department of Public Safety
Division of Emergency Management



Bucky Whitehouse, Director
Tooele County Emergency Management

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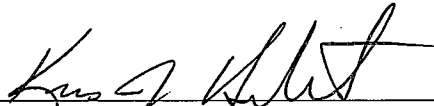
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