

UTA 25-500429

MEMORANDUM OF AGREEMENT

Between

UTAH TRANSIT AUTHORITY

And

UTAH ATTORNEY GENERAL'S OFFICE

THIS MEMORANDUM OF AGREEMENT represents an understanding between the Utah Attorney General's Office and the Utah Transit Authority (UTA) (hereinafter the "Parties"), effective upon date of last signature below.

WHEREAS the Attorney General (AG) has a mission to uphold the constitutions of the United States and the State of Utah, enforce the law, protect the interests of Utah, its people, environment and resources; and

WHEREAS the AG is authorized and directed by UCA 17B-2a-810.1 to serve as legal counsel for UTA by:

- Providing legal advice, representation and guidance in all matters requiring legal involvement, and
- Aiding in conducting any investigation, hearing, or trial, and
- Prosecuting actions or proceedings for the enforcement of the provisions of the Constitution and statutes of the State of Utah or any rule or ordinance of UTA affecting public transit, persons, and property; and
- Performing any and all legal services required by UTA.

WHEREAS the AG has been authorized and mandated by the Legislature to operate as an internal service fund (ISF) agency and to bill civil matter client agencies accordingly;

NOW THEREFORE, in consideration of the foregoing and the promises set forth herein, the Parties agree as follows:

The AG shall provide legal counsel and representation to UTA in all aspects of its operations, in accordance with State of Utah Code and Schedule A of this agreement, **Scope of Services**.

The AG shall hire and supervise an appropriate team of attorneys and support staff necessary to complete this work and shall bill UTA in accordance with the ISF Rate schedule approved yearly by the Utah State Legislature as part of its annual authorizations and appropriations as described and in accordance with Schedule B of this Agreement, **Administration of Costs.**

The ISF rates reflects only the costs associated with AG personnel, operations and partial overhead. Costs and fees associated with litigation, including but not limited to, trial expense, judgments, or outside counsel fees will be contracted and billed to UTA separately.

The AG and UTA shall collaborate on development of an annual budget for all AG services and outside legal services provided to UTA.

The AG shall bill UTA monthly for services rendered, by providing a written invoice with supporting documentation The AG shall also create an ITI/ITA document in the state accounting system. UTA agrees to pay said invoice by approving the ITI/ITA document in the state accounting system not more than ten (10) working days from the date the document is created.

Disputes regarding the meaning or interpretation of the Agreement shall be resolved by executive discussions at successive levels within both agencies culminating with the Deputy Attorney General for Civil Affairs and the UTA Chair of the Board of Trustees.

The Agreement shall be construed according the laws of the State of Utah with venue in a Utah state court of competent jurisdiction.

This Agreement shall be effective for a period of ten years unless terminated earlier by mutual agreement of the Parties or superseded by legislative direction. This agreement shall become effective upon signature by the authorized officials below and may only be modified or amended upon the consent of both agencies and in writing.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year shown below.

DocuSigned by:
Kimberley Schmeling
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Kimberley Brown Schmeling
Chief Operating and Financial Officer
State of Utah Attorney General's Office

Date: 4/30/2020

DocuSigned by:
Carolyn Gonot
0C1EDCBAD5D7410...

Carolyn M. Gonot
Executive Director
Utah Transit Authority

Date: 4/30/2020

DocuSigned by:
Mark E. Burns
0F532A8EF1D346A...

Mark E. Burns
Highways & Utilities Division Director
State of Utah Attorney General's Office

Date: 4/30/2020

DocuSigned by:
Robert K. Biles
9DCFF57B3DEA422...

Robert K. Biles
Chief Financial Officer
Utah Transit Authority

Date: 4/15/2020

DocuSigned by:
David Wilkins
CA25CE8F60E344B...

David Wilkins
Transit Section Director
State of Utah Attorney General's Office

Date: 4/15/2020

Schedule A

Scope of Services

The Attorney General, with concurrence from UTA's Executive Director, shall provide the appropriate number of legal personnel, but in no event less than three (3) full-time and one (1) part-time equivalent staff, in order to provide legal advice, representation and guidance in all matters requiring legal involvement and to perform any and all legal services required by UTA. Additional legal support from other specific sections (e.g. litigation, torts) of the Attorney General's Office will be utilized on an ad hoc basis where required upon mutual agreement of the UTA Executive Director and the Attorney General in-house Section Director.

Schedule B

Administration of Costs

Direct Costs for AG Legal Services: The Attorney General shall bill UTA in accordance with the Internal Service Fund (ISF) rate schedule approved in HB 8, 2020 General Session (STATE AGENCY FEES AND INTERNAL SERVICE FUND RATE - AUTHORIZATION AND APPROPRIATIONS). Billings for future years shall continue to be in accordance with the ISF rate schedule approved by the legislature for the respective fiscal year.

Using the resources outlined in Exhibit A, plus any additional legal support mutually agreed to between the parties, the Attorney General will provide legal assistance on matters as requested by UTA. The one (1) part-time attorney shall be located at Attorney General Civil Division offices with other attorneys located in-house at UTA's FLHQ offices. Attorney General. The parties agree that the UTA Executive Director must approve the assistant attorneys general who are assigned to serve in these positions. The number of attorneys assigned to support UTA may be adjusted to meet UTA's needs based on a bilateral amendment to this Memorandum of Agreement.

Office Equipment. UTA shall provide co-located attorneys with office space, together with appropriate office furniture and equipment, communication equipment and connection, such as computer, e-mail connection, cell phone, office phone and supplies necessary to conduct day-to-day business. Attorney General initiated expenditures for the types of office equipment items described above in excess of \$1000 shall be approved by the Executive Director. The Chief Financial Officer (CFO) shall approve expenditures between \$100 and \$1000.

Travel. Travel for UTA business shall be funded by UTA. All requests for travel funding exceeding \$1000 shall be approved by the Executive Director. The Chief Financial Officer (CFO) shall approve UTA expenditures between \$100 and \$1000.

Training. Funding for training courses, seminars or conferences which are necessary to provide accurate and current legal guidance to UTA and qualifies for continuing legal education (CLE) shall be shared by UTA and the Attorney General on an equal basis. Costs for training which is wholly in support of UTA requirements and does not fulfill a continuing legal education requirement shall be borne completely by UTA. Associated travel expenses shall be treated as part of the training costs described above. Requests that UTA fund training costs excess of \$1000 shall be approved by the Executive Director. The Chief Financial Officer (CFO) shall approve requests for UTA training expenditures between

\$100 and \$1000.

Litigation Related Direct Costs: UTA shall pay all direct costs related to litigation or other legal work, including but not limited to, court reporter and deposition costs, expert witnesses, consultants, process service, travel, lodging, preparation of exhibits and printing. UTA which may provide a vehicle for in-state travel in lieu of mileage reimbursement.

Subject to the foregoing, the bills for direct costs shall be sent to UTA for payment upon approval by an in-house Assistant Attorney General.