LOCAL PUBLIC SAFETY AND FIREFIGHTER SURVIVING SPOUSE TRUST FUND COST-SHARING AGREEMENT

THIS COST-SHARING AGREEMENT is authorized by Section 53-17-301 of the Utah Code, and R698-8 of the Utah Administrative Code, and is made effective this ____ day of May, 2018, by and between Keith D. Squires, Commissioner, Utah Department of Public Safety and Ivins City, Dale T. Coulam, City Manager/Attorney, 55 North Main Street, Ivins, Utah 84738 435-628-0606.

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

A. In the event of a line of duty death of a member, the participating agency is required, pursuant to 53-17-201 of the Utah Code, to provide health coverage for the surviving spouse and for a child of the member until the child reaches the age of 26.

B. The participating agency is required to pay 100% of the premium costs for health coverage for surviving spouse and children.

C. Beginning 13 months after the line of duty death, the participating agency is eligible for reimbursement for the health coverage costs from the Local Public Safety and Firefighter Surviving Spouse Trust Fund for costs incurred after July 1, 2018.

D. In the event the participating agency fails to submit the annual premium in a timely manner the participating agency may not be eligible for reimbursement of health coverage costs for a surviving spouse or children.

E. The participating agency is not eligible for reimbursement of health coverage costs for a line of duty death that occurs during a period of time when the agency is not a participating agency.

F. A participating agency that elects to participate in the trust fund shall be eligible for reimbursement of health coverage costs for a surviving spouse or children for a line of duty death that occurs on or after July 1, 2005, as long as annual premium payments are current.

G. The provisions found in Utah Administrative Rule R698-8 govern this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Payment of Annual Premiums. The participating agency agrees to pay an annual premium as established by the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board of Trustees. The annual premium shall be based upon the number of members employed by the participating agency, and shall be submitted by the participating agency no later than June 30th each year to the Department of Public Safety Attn. Trust Fund, PO Box 141775, Salt Lake City UT 84114.

2. Eligible Members. The participating agency agrees to furnish to the Department of Public Safety, Attn. Trust Fund annually, with payment of the annual premium, the number of eligible members for whom an annual premium is being paid as of March 31st. The participating agency expressly authorizes the Utah Retirement Systems (URS) to provide to the Utah Department of Public Safety or the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board of Trustees aggregate totals of the participating agency's active employees participating in a retirement system under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act covering public safety and firefighter members, as requested for auditing purposes. Premiums paid by an agency for members who are not eligible for reimbursement from the fund are non-refundable.

3. Reimbursement of Shared Costs. The Commissioner agrees to reimburse the participating agency on an annual basis for the costs of health coverage for an eligible surviving spouse and children from the Local Public Safety and Firefighter Surviving Spouse Trust Fund. A request for reimbursement of health coverage costs shall be submitted to the Department of Public Safety, Attn. Trust Fund by June 30th of each year on a form approved by the Board, in addition to a statement provided by the group health plan that includes the agency's cost for health coverage for the surviving spouse and children of the fallen officer.

4. Books and Records. The Department of Public Safety shall maintain appropriate and accurate books of account and records relating to eligible members, annual premiums paid by a participating agency and reimbursement of health coverage costs from the Local Public Safety and Firefighter Surviving Spouse Trust Fund under this Agreement, and such books of account and records shall be accessible for inspection by representatives of the participating agency at any time during normal business hours. Except in the ordinary course of business of the Department of Public Safety shall use reasonable efforts to keep confidential any and all information they may obtain from time to time in connection with the services they render under this Agreement.

5. Term. This Agreement shall commence on the Effective Date and shall be coterminous providing that annual premiums are kept current by the participating agency.

6. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto as provided in this Agreement.

7. Entire Agreement. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by an agreement in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Commissioner Keith D. Squires

Utah Department of Public Safety/ Local Public Safety and Firefighter Surviving Spouse Trust Fund Board, Chair

By: _____

Dale T. Coulam, City Manager/Attorney

Ivins City

By: _____