

**INTERLOCAL COOPERATION  
AGREEMENT FOR ENVIRONMENTAL  
HEALTH SERVICES IN SAN JUAN  
COUNTY**

This agreement for Environmental Health Services is between San Juan County (and its Public Health Department (SJPH), a single county health department) and Southeast Utah Health Department (SEUHD), a multicounty health department. SJPH and SEUHD may be referred to collectively as the "parties" herein or individually as a "party" herein.

**WITNESSETH:**

WHEREAS, pursuant to Utah Administrative Code Rule R3890 and R392, SJPH has authority and responsibility for ensuring environmental health (EH) and protections for San Juan County; and

WHEREAS, SJPH has had an emergent staffing issue limiting their short-term ability to fulfill responsibilities for EH; and

WHEREAS, SEUHD is the nearest neighboring local health department in Utah and has resources needed to fulfill the highest priority EH duties and is willing to make available the staff resources to assist SJPH in ensuring environmental health and protections based on the following terms and conditions; and

WHEREAS, the Parties pursuant to the Utah Interlocal Cooperation Act as set forth in Title 11, Chapter 13 (the "Act"), and Section 20A-5-400.1 of the Utah Code Ann. (1953) as amended, are authorized to enter into this agreement.

The parties therefore agree as follows:

1. SJPH's Obligations. If an Environmental Health Scientist is not available within SJPH staff during 2023, SJPH shall:
  - 1.1. Communicate standard EH needs to SEUHD Health Officer and/or EH Director in a timely manner to allow for SEUHD staff to appropriately assess, prioritize, and respond;
  - 1.2. Communicate emergent EH needs to the SEUHD Director promptly to allow SEUHD staff to appropriately assess, prioritize, and respond;
  - 1.3. Complete as many EH tasks with SJPH staff as is feasible.
2. SEUHD Obligations. SEUHD shall:
  - 2.1. Track EH tasks completed and related costs;
  - 2.2. Support SJPH in maintaining regulated entities, requests, and/or complaints for the following categories in state code and rule:
    - food safety consistent with R392-100, R392-101, R392-103, R392-104, and R392-110;
    - schools consistent with R392-200;
    - recreation camps consistent with R392-300;
    - recreational vehicle parks consistent with R392-301;
    - public pools consistent with R392-302 and R392-303;

- temporary mass gatherings consistent with R392-400;
  - roadway rest stops consistent with R392-401;
  - mobile home parks consistent with R392-402;
  - labor camps consistent with R392-501;
  - hotels, motels and resorts consistent with R392-502;
  - indoor clean air consistent with Section 26-38 and R392-510;
  - illegal drug operations decontamination consistent with R392-600;
  - Indoor tanning beds consistent with R392-700; and
  - investigation of complaints about public health hazards, including vector control.
- 2.3. Work with SJPH to complete ongoing documentation of inspections, corrective actions, and the process of receiving, investigating, and the final disposition of complaints.
3. Compliance with Applicable Laws. Each party agrees to collaborate to fulfill local health department duties in compliance with state/county law and rule.
4. Costs. SJPH agrees to pay SEUHD the costs for providing the highest priority environmental health services (per discussions between the SJPH Director and the SEUHD EH Director) within San Juan County. SJPH will submit payment to SEUHD within thirty (30) days of SJPH receiving an invoice prepared by SEUHD relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, SJPH shall pay SEUHD for all services rendered by County under this agreement within 30 days of the date that this agreement is terminated.
5. Effective Date. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").
6. Term of Agreement. The term of this agreement shall begin upon the Effective Date of this agreement and shall, subject to the termination and other provisions set forth herein, terminate on the date that the parties have satisfied each of their respective duties under this agreement.
7. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
- 7.1. The mutual written agreement of the parties;
  - 7.2. By either party after any material breach of this agreement;
  - 7.3. By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the other party; or
  - 7.4. As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.
8. Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.
9. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., Utah Code Annotated as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their

services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the *Utah Governmental Immunity Act*.

10. No Separate Legal Entity. No separate legal entity is created by this agreement.
11. Approval. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
12. Benefits. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. County employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. SEUHD employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of SEUHD for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
13. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
14. Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.
15. Entire Agreement: Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. No amendment to this agreement will be effective unless it is in writing and signed by both parties.
16. Governing Law; Exclusive Jurisdiction. Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") brought by one party against the other party arising out of this agreement. If either party brings a Proceeding against the other party arising out of this agreement, that party may bring that Proceeding only

in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such Proceeding.

17. Severability. The parties acknowledge that if a dispute arises out of this agreement or the subject matter of this agreement, the parties desire the arbiter to interpret this agreement as follows:

- 17.1. With respect to any provision that the arbiter holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and

- 17.2. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written.

18. This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

WHEREFORE, the parties have signed this agreement on the dates set forth below.

Southeast Utah Health Department  	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:  
Printed:    Name  	Southeast Utah Health Department Attorney  
Signature  	
Dated:  	Dated:  
ATTEST:  	
Printed Name  	

SAN JUAN COUNTY  	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:  
Bruce Adams, Chairman Board of San Juan County Commissioners  	San Juan County Attorney's Office  
Dated:  	Dated  
ATTEST:  	
San Juan County Clerk Auditor Dated:  	