

INTERLOCAL AGREEMENT

AN AGREEMENT BETWEEN SAN JUAN COUNTY AND THE SAN JUAN SCHOOL DISTRICT FOR PARTICIPATION IN THE SCHOOL DISTRICTS EMERGENCY MEDICAL TECHNICIAN TRAINING PROGRAM

ARTICLE 1: RECITALS

WHEREAS, San Juan County, Utah (“County”) and the San Juan School District (“School District”) (collectively, “the Parties”), as authorized by Utah Code Annotated § 11-13-202, hereby enter into this Interlocal Agreement (“ILA”) to establish the terms and conditions for the Emergency Medical Technician (EMT) training services.

WHEREAS, San Juan County supports the EMT courses and training offered through the School District’s internship and instructional learning program.

WHEREAS, the School District’s program requires active participation from the County’s Emergency Medical Services, allowing students to gain real-world practical experience by riding along on County ambulances with County EMTs who are engaged in providing medical services to patients.

WHEREAS, the School District also requests access to the County’s dispatch system to alert students to active calls and ambulance requests within the community.

WHEREAS, the nature of the EMT training may expose students to sensitive and confidential medical services, as well as potentially disturbing physical or emotional situations during patient care.

WHEREAS, the School District requires each student to acknowledge these potential exposures, and has obtained signed permission slips from each student and their respective parents or guardians as a prerequisite for participation in the course.

ARTICLE II: TERMS

1. Compliance with Applicable Laws. Each party agrees to collaborate on the program for protection of the participants for the overall success of the program and duties in compliance with state/county law and rule.
2. Costs. San Juan School District agrees to pay \$30.00 per student for access to the e-dispatch licensing services. San Juan County will pay for any medical supplies needed for the students while riding along in an ambulance to include gloves, masks, and any other personal protection items needed.
3. 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").
4. 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.

5. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 5.1. The mutual written agreement of the parties;
 - 5.2. Termination of the School Internship or EMT Courses being offered by the School District;
 - 5.3. 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
 - 5.4. As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.
6. 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.
7. 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*.
8. Health Insurance Portability and Accountability Act. The School district will ensure, to the extent practicable, the protection of patient information, as the Health Insurance Portability and Accountability Act (HIPAA) mandates strict confidentiality for medical data. The School District and its Instructors will ensure that students understand and are trained in HIPAA regulations.
9. Indemnification. The School District agrees to indemnify, defend, and hold harmless the County, its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from any injury, claim, or legal action brought by or on behalf of any student participating in the School District program.
10. Liability for Students. The School District acknowledges that its students will engage in medical services involving patient interaction and access to sensitive information. The School District assumes all liability for its students participating in the program, except in cases where negligence on the part of the County can be demonstrated. The School District will be responsible for the supervision of students during all aspects of the program and for providing any necessary mental health support for students affected by their experiences. The County will provide workers' compensation coverage to students during ride-alongs or while participating in County-sanctioned training events.
11. No Separate Legal Entity. No separate legal entity is created by this agreement.
12. 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.

13. 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. Those students, while participating in a ride along will be covered by the County while actively engaged in the training or performing services under or in connection with this agreement.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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:
 - 18.1. 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
 - 18.2. 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.

19. 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.

<p>San Juan School District</p>	<p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p>
<p>Printed: Name</p>	<p>San Juan School District Attorney</p>
<p>Signature</p>	
<p>Dated:</p>	<p>Dated:</p>
<p>ATTEST:</p>	
<p>Printed Name</p>	

<p>SAN JUAN COUNTY</p>	<p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p>
<p>Jamie Harvey, Chairman Board of San Juan County Commissioners</p>	<p>San Juan County Attorney's Office</p>
<p>Dated:</p>	<p>Dated</p>
<p>ATTEST:</p>	
<p>San Juan County Clerk Auditor Dated:</p>	