

**UTAH LOCAL HEALTH DEPARTMENT
MUTUAL AID AGREEMENT**

PREAMBLE

In order to promote mutual cooperation and establish a mechanism by which the listed parties may orderly assist each other in times of disaster or emergency, the following mutual aid agreement is established. It is the intent of this agreement to facilitate the provision and allocation of resources by and between listed parties, and to avoid or minimize, as much as possible, any fault or liability towards any party beyond that which has been previously enacted by statute.

This **Mutual Aid Agreement** ("Agreement") is entered into by, between, and among the following local health departments: Bear River Health Department, Central Utah Health Department, Davis County Health Department, Salt Lake County Health Department, San Juan County Health Department, Southeast Utah Health Department, Southwest Utah Public Health Department, Summit County Health Department, Tooele County Health Department, TriCounty Health Department, Utah County Health Department, Wasatch County Health Department, and Weber-Morgan Health Department.

RECITALS

WHEREAS, the cited local health departments are created pursuant to Utah Code Ann., Title 26A, Chapter 1, Local Health Departments; and

WHEREAS, pursuant to section 26A-1-109 of the Utah Local Health Department Act, each of the named local health departments has a Board of Health ("Boards") which determines the general policies to be followed in the administration of each department; and

WHEREAS, under Section 26A-1-114 of the Utah Local Health Department Act, the foregoing local health departments are primarily responsible for providing basic health services within their respective jurisdictions; and

WHEREAS, the Parties recognize the vulnerability of the people and communities located within the state of Utah to damage, injury, and loss of life and property resulting from disasters and/or health emergencies, and recognize that disasters and/or health emergencies may present equipment and staffing requirements beyond the capacity of each individual Party; and

WHEREAS, the Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural disasters, all capable of causing severe damage to property and danger to life; and

WHEREAS, the Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel, and equipment in the event of such calamities; and the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of a disaster and/or health emergency; and

WHEREAS, the Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with Disasters and/or health emergencies and are so authorized and make this Agreement pursuant to the Utah Interlocal Cooperation Act as set forth in Title 11 Chapter 13 of the Utah Code; and

WHEREAS, the Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would help ensure that adequate equipment and staffing is available, and would help ensure that Mutual Aid is accomplished in the minimum time possible in the event of a Disaster and/or health emergency and thus desire to enter into an agreement to provide Mutual Aid; and

WHEREAS, it is expressly understood that any Mutual Aid extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the Utah Interlocal Cooperation Act as set forth in Title 11 Chapter 13 of the Utah Code and other applicable provisions of law, and except as otherwise provided by law that the responsible local Health Officer in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid plans.

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct.

2. **DEFINITIONS.** For purposes of this Agreement, the terms listed below will have the following meanings:
 - A. **AGREEMENT** - this Inter-local Mutual Aid Agreement, duly executed, and not creating a new interlocal entity.

 - B. **ASSISTING PARTY** - the Party furnishing equipment, supplies, facilities, services

and/or manpower to the Requesting Party.

C. HEALTH EMERGENCY - an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry from harm or disease. Health Emergencies fall under the following categories:

(a) control the causes of epidemic and communicable diseases and other conditions significantly affecting the public health or necessary to protect the public health as set out in 26A-1-114; and

(b) respond to a national, state, or local emergency, or a public health emergency as defined in 26B-7-301.

D. DISASTER- the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, or other public calamity requiring emergency action.

E. EMERGENCY - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.

F. HEALTH OFFICER – the director of a local health department as set forth in Title 26A-1-110.

G. MUTUAL AID - includes, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

H. PARTY - a local health department who enters into this agreement

I. REQUESTING PARTY - the Party requesting aid in the event of a Disaster or a

health emergency.

3. PARTY'S EMERGENCY MANAGEMENT PLAN. Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency and/or disaster mitigation, preparedness, response and recovery. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide and/or receive Mutual Aid.

4. ACTIVATION OF AGREEMENT. This Agreement may be activated by the Health Officer of the affected Party or the designee of the Health Officer after he or she has made:

- (a) a finding of a state of health emergency, emergency, or disaster, as defined in this agreement within the Party's jurisdictional boundaries; or
- (b) the occurrence or imminent threat of an emergency, health emergency, or disaster such that local capabilities are or are predicted to be exceeded; or
- (c) the governing body of the affected county or its designee has made a declaration of a local emergency.

The activation of the Agreement shall continue, whether or not the emergency declaration or health emergency is still active, until the services of the Assisting Party are no longer required.

5. PROCEDURES FOR REQUESTS AND PROVISION OF MUTUAL AID. The Health Officer or designee may request Mutual Aid assistance by: (1) submitting a written Request for Assistance to an Assisting Party, or (2) orally communicating a request for Mutual Aid assistance to an Assisting Party, which shall be followed by a written request within 24 hours. Mutual aid shall not be requested by a Party unless it is directly related to the disaster or emergency

and resources available from the normal responding agencies to the affected area are deemed to be inadequate or are predicted to be expended prior to resolution of the situation. All requests for mutual aid must be transmitted by the Health Officer or designee.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the Health Officer of the Assisting Party or his or her designee and provide the necessary information as prescribed in Section 6.B.

B. REQUIRED INFORMATION BY REQUESTING PARTY: Each request for assistance shall be accompanied by the following information, to the extent known:

1. A general description of the damage, injury, or disease sustained or threatened;
2. Identification of the emergency service function or functions for which assistance is needed (e.g. nursing, emergency medical, transportation, communications, planning and information assistance, mass care, resource support, health and other medical services, environment health services, hazardous materials response, etc.), and the particular type of assistance needed;
3. The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the length of time that each will be needed;
4. The location or locations to which the resources are to be dispatched and the specific time by which the resources are needed; and
5. The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party at each location to which resources are dispatched.

This information may be provided on a form designed for this purpose or by any other available means.

C. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO

RENDER ASSISTANCE: When contacted by a Requesting Party, the Health Officer of the Party from which aid is requested or his or her designee agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

D. INFORMATION REQUIRED OF THE ASSISTING PARTY: A Health Officer or his or her designee who determines that the Assisting Party has available personnel, equipment, or other resources, shall notify the Requesting Party and provide the following information, to the extent known:

1. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
2. The estimated length of time that the personnel, equipment, and other resources will be available;
3. The name of the person or persons to be designated as supervisory personnel; and
4. The estimated time of arrival for the assistance to be provided to arrive at the designated location.

This information may be provided on a form designed for this purpose or by any other available means.

E. SUPERVISION AND CONTROL: When providing aid under the terms of this agreement, the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party, the response effort to which SHALL be organized and functioning within the National Incident Management System (NIMS) format. Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Assisting Party.

The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party.

F. MUTUAL AID PLAN. By their signatures below, each Party hereto certifies that it will provide Mutual Aid assistance under this Agreement. Additionally, each Party will develop a continuity of government plan which specifies those positions authorized to activate this Agreement.

G. FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or

disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

H. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

I. RIGHTS AND PRIVILEGES: Personnel who are assigned, designated or ordered by their director to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

J. TERM OF DEPLOYMENT: The initial duration of a request for assistance will be specified by the Requesting Party, to the extent known based on the situation.

K. SUMMARY REPORT: Within ten (10) working days of the return of all personnel deployed under this Agreement, the Requesting Party will prepare a Summary Report of the event, and provide copies to the applicable Assisting Party. The report shall, at a minimum, include a chronology of events and description of personnel, equipment and materials provided by one Party to the other.

6. COSTS

All costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses, and transportation expenses shall be paid by the Assisting Party. However, costs

associated with the provision of Mutual Aid, including but not limited to compensation for personnel, operation and maintenance of equipment, damage to equipment, medical expenses, and transportation expenses may be paid for by the Assisting Party and reimbursed by the Requesting Party at actual costs, based upon available funding through local, state, or federal funds. If the emergency is declared a local emergency or disaster, the Requesting Party will work with the Utah Department of Public Safety, Utah Division of Emergency Management and/or the Utah Department of Health and Human Services to have the costs associated with disaster response reimbursed from the State Response, Recover, and Post-disaster Mitigation Restricted Account as outlined in Utah Code 53-2a-13. If the emergency is declared a disaster by the federal government, the Requesting Party will work with the Utah Department of Public Safety, Division of Emergency Management and/or the Utah Department of Health and Human Services to have costs associated with disaster response reimbursed through FEMA. The Requesting Party would then provide payment to the Assisting Party for those expenses that were reimbursable under the disaster declaration. Requests for reimbursement must be submitted within ten (10) working days of the return of all personnel deployed under this Agreement. Such request shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Assisting Party shall be responsible for creating and maintaining, for a period of three years, a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement.

7. INSURANCE

A. **WORKERS COMPENSATION COVERAGE:** Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Utah Workers Compensation requirements.

B. AUTOMOBILE LIABILITY COVERAGE: Each Party shall be responsible for its own actions and is responsible for complying with the Utah Motor Vehicle Financial Responsibility laws.

C. GENERAL LIABILITY and PUBLIC OFFICIALS' LIABILITY: To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and public officials' liability, if applicable, or maintain a comparable self-insurance program.

D. OTHER COVERAGE: The Assisting Party shall provide and maintain their standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.

8. WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED. The parties to this Agreement are government entities and are subject to the Utah Government Immunity Act, Sections 63G-7-201. Each Party hereto waives all claims against the other Parties for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an employee or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein. Nothing in this agreement shall be construed to waive any of the privileges and immunities provided by law to the Parties, including and relating to, but not limited to, medical, law enforcement, fire, health, ambulance, or any other specialized

services, of any of the Parties, or to waive the limits of liability applicable to any Party.

9. INDEMNIFICATION AND HOLD HARMLESS

A. The Requesting Party agrees to indemnify and hold harmless the Assisting Party and the officers, deputies, employees, and representatives of the Assisting Party, if they are acting within the course and scope of their duties, from all claims, suits, actions, damages and costs of every kind, including but not limited to a reasonable attorney's fees, and court costs arising or resulting from the performance or provision of services and materials by the Assisting Party to the Requesting Party under this agreement unless such claims are the result of the negligence of the Assisting Party or the officers, deputies, employees or representatives of the Assisting Party.

B. The Assisting Party shall hold harmless and indemnify the Requesting Party and officers, deputies, employees, and representatives of the Requesting Party against any liability for any and all claims arising from any damages or injuries caused by the negligence of the Assisting Party or the officers, deputies, employees or representatives of the Assisting Party except to the extent of the negligence of the Requesting Party or the officers, deputies, employees or representatives of the Requesting Party.

C. Subject to the foregoing, nothing in this agreement shall be construed as an agreement by a Party to indemnify or hold harmless, or in any way assume liability for, the personal injury, death, or property loss or damage caused by the negligence of any other Party or person.

10. EXPENDING FUNDS. Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall

have any liability for the failure to expend funds to provide aid hereunder.

11. TERM. This Agreement shall become effective as to each Party on_____

and shall continue in force for ten (10) years and remain binding on each and every Party until such time as the Local Board of Health or governing body of a Party terminates its participation in this Agreement pursuant to Section 20 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.

12. ENTIRETY. This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during, or in connection with, a Disaster and/or health emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 19 below.

13. RATIFICATION. Each Party hereby ratifies the actions of its personnel and the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

14. OTHER MUTUAL AID AGREEMENTS. It is understood that certain Parties may have heretofore contracted or may hereafter contract with each other for Mutual Aid in Civil Emergency and/or Disaster situations, and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions of this Agreement shall not preempt any existing agreement. To assist each other in the process of Mutual Aid response planning, each Party agrees to inform the other Parties of all Mutual Aid

Agreements that each Party has with other municipalities, entities, counties, and state or federal agencies. This agreement should be consistent with other agreements previously entered into.

15. INTERLOCAL COOPERATION ACT. The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "government entities" as defined herein and in the Interlocal Cooperation Agreement Act of the Utah Code.

16. SEVERABILITY. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

17. VALIDITY AND ENFORCEABILITY. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

18. AMENDMENT. This Agreement may be amended only by the mutual written consent of the Parties.

19. TERMINATION. Any Party may at any time, by notice of the local Board of Health or its Designee given to all the other Parties, decline to participate in the provision of Mutual Aid.

The Health Officer who is a signatory hereto shall give notice of termination of participation in this Agreement and submit a certified copy of such notice to all other Parties. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto. No joint assets will be acquired or need disposal under this agreement.

20. THIRD PARTIES. This Agreement is intended to apply only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

21. NOTICE. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective local health department Health Officer, and may be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by email transmission.

22. WARRANTY. The Agreement has been officially authorized by the local board of health of each Party hereto by order of the Health Officer or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

23. GOVERNING LAW AND VENUE. The laws of the State of Utah shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the

geographical limits of only one district that is a Party hereto, venue shall lie in the district in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one district that is a Party hereto, venue shall be determined in accordance with the Utah Rules of Civil Procedure.

24. HEADINGS. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

{Signatures}...

San Juan County Public Health Department

Local Health Department

Grant Sunada _____

Name

Signature

4/2/2024 _____

Date

Jamie Harvey

Chair, San Juan County Commission

Signature

Date