

EMERGENCY MUTUAL AID INTERLOCAL COOPERATION AGREEMENT

This Agreement is entered into by and among Carbon County, Emery County, Grand County, and San Juan County, along with the cities and political subdivisions within these counties (individually a “Party” and collectively the “Parties”), pursuant to the Utah Interlocal Cooperation Act, Utah Code §11-13-101 et seq.

RECITALS

WHEREAS: This agreement is made and entered into by the parties based on the following recitals:

- A. Each Party possesses trained personnel and equipment capable of responding to emergencies.
- B. The Parties desire to provide mutual assistance during emergencies involving public safety, public health, criminal activity, or disasters that exceed the resources of a single jurisdiction.
- C. This Agreement allows mutual aid requests and responses at the discretion of each Party.
- D. This Agreement is authorized by the Utah Interlocal Cooperation Act.
- E. This Agreement does not amend or replace other existing interlocal agreements among the Parties.

AGREEMENT

NOW, THEREFORE, based upon the mutual conditions contained herein, the parties hereto do hereby agree as follows:

1. Definitions

- A. **Emergency:** Any situation requiring immediate response to protect life, health, safety, property, or public order, including those defined under Utah Code 53-2a-201, et. Seq or any other situation in which there exists an imminent threat to the general welfare and good order of the public, public health, public safety, or property under emergency conditions.
- B. **Expenses:** All reasonable costs incurred for the response to an emergency and the containment, removal, and disposal of hazardous material and any required remedial action. Expenses include, but are not necessarily limited to, the actual labor costs of government and other personnel including, wages, Workers’ Compensation, benefits, insurance and administrative overhead; any costs of equipment, equipment operations, materials, disposal; and any contracts for labor and materials. associated with emergency response including labor, equipment use, materials, and contracts for labor and materials.
- C. **“Party”** means the Counties, who are the original signatories to this agreement and any city or other political subdivision within those counties which joins in this agreement
- D. **Requesting Party:** The Party requesting assistance.
- E. **Responding Party:** The Party providing requested assistance.

- F. **Resources:** Includes personnel, equipment, supplies, and vehicles used in emergency response.

2. Assistance in Emergency

- A. Each Party agrees to respond to a request for emergency assistance from any other Party which is a party to this agreement by providing such resources as are reasonably available. The Responding Party shall have the discretion of determining which resources are reasonably available.
- B. With respect to law Enforcement, health, medical, fire, or other technical personnel, except when otherwise specifically requested, or in circumstance which clearly indicate otherwise, Responding Parties shall provide appropriately trained and certified personnel.
- C. Any law enforcement officers who are certified and operating under this Agreement shall be fully authorized and empowered to act as law enforcement officers on behalf of the Requesting Party within the corporate limits of the Requesting Party subject to the provisions set forth in §77-9-3, Utah Code Annotated, provided they are acting under the authority of the Incident Commander and only for as long as the emergency conditions exist.

3. Request and Response Protocol

- A. Each Party shall prioritize its own jurisdiction but will respond to requests as resources allow.
- B. No Party is obligated to respond if doing so compromises its own jurisdiction's safety.

4. Command at Scene

- A. The Requesting Party's lead official serves as Incident Commander in Command of the incident.
- B. Responding Parties integrate into the Command Support Team. The Incident Commander shall interact with and keep the Command Support Team informed of relevant matters and directives as may be reasonably feasible in the circumstances.
- C. The Incident Commander may request additional assistance from any other Party in accordance with the protocol described in Sub-paragraph E.
- D. The Responding Party shall designate a lead officer from each responding department and shall report to the Incident Commander as soon as reasonably possible upon the arrival of the Responding Party at the scene of the emergency or the location where the assistance is requested. Thereafter the Responding Party shall comply with the directions of the Incident Commander with respect to the emergency incident.
- E. It is the intent of the Parties that their respective law enforcement, fire, health, and emergency management departments develop a uniform incident command and dispatch protocol to be set forth in a written memorandum of understanding and to be implemented by each Party in the event of emergency.
- F. The command structure shall comply with National Incident Management System (NIMS) standards.

5. Release of Resources

- A. The Incident Commander will release Responding Party resources as soon as reasonably possible or upon request from the Responding Party.
- B. The resources of the Responding Parties should be released before the resources of the Requesting Party are released.

6. Property and Entities

- A. This Agreement is an interlocal cooperative agreement and creates no separate legal entity.
- B. No joint acquisition of property occurs unless agreed to in writing.

7. Immunity

- A. 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, emergency, ambulance, or any other specialized services of any of the parties or to waive the limits of liability applicable to any Party.
- B. Parties obtain, maintain, or retain appropriate liability insurance to cover the acts of omissions of its own personnel performing services under this agreement.
- C. Each Party shall insure or self-insure its personnel and operations under this agreement.

8. Compensation

- A. No Party shall request reimbursement for or be reimbursed by any other participating Party for any costs of personnel, equipment, or other resources incurred while rendering services or providing personnel, equipment, materials, or other resources pursuant to the terms of this agreement unless reimbursement is available from a third party or unless specifically agreed to in writing by the requesting and responding Parties with respect to any specific incident.

9. Personnel

- A. Personnel remain employees of their originating Party.
- B. Each Party is responsible for wages, insurance, and worker's compensation for its personnel.
- C. Injuries or death sustained while assisting are treated as occurring within the home jurisdiction of the injured or deceased member's place of employment. Such injury or death shall be considered to be in the line of duty.

10. Joint Board

- A. Pursuant to Section 11-13-207, Utah Code, a joint board of two members appointed by the 4 initial counties shall oversee administration of this Agreement.

11. Legal Responsibilities

- A. This Agreement does not remove or alter any legal responsibilities of the Parties.

12. Indemnification and Hold Harmless

- A. Each Party agrees to indemnify and hold harmless the other Party if they are acting within the course and scope of their duties, from all claims, suites, actions, damages and costs of every kind including but not limited to reasonable attorney's fees and court costs under this agreement unless the claim arises from negligence.
- B. 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 negligence of any other Party or person.
- C. No Party assumes liability for another Party's actions.

13. Cost Recovery

- A. Recovery expenses incurred in responding to an emergency shall be governed by applicable state law and the ordinances of the Parties involved in the response. Each Party shall enact an ordinance for the recovery of costs of an emergency, as permitted by law.
- B. Requesting Parties shall make a reasonable and diligent effort to seek recovery reimbursement for the costs of its departments and agencies and also of the departments and agencies of all Responding Parties from the entity responsible for the incident or from government or liable third-party sources where possible and as permitted by law.

14. Term and Renewal

- A. This Agreement becomes effective upon signature and continues for a 10-year term, automatically renewing for nine successive years unless terminated by notice.

15. Termination

- A. Any Party may terminate participation with 30 days' written notice. The Agreement remains valid for the remaining Parties.

16. Additional Parties

- A. Any governmental entity or political subdivision of the State of Utah within the four counties may join upon executing a counterpart agreement in the manner provided by law, and providing a copy of the signed agreement to each of the Parties.
- B. Any Party which joins in this agreement is entitled to all the rights and privileges and subject to the obligations of any Party as provided in this agreement

17. Amendments

- A. May be made in writing and signed by all Parties.

18. Severability

- A. If any provision is invalid, remaining terms remain enforceable.

19. No Third-Party Beneficiaries

- A. Only named Parties or official signatories have rights under this Agreement.

20. Effective Date

- A. This agreement shall be effective as to the parties executing this agreement upon the date of execution of this agreement by those parties.

21. Authorization

- A. Each signatory affirms they are authorized to execute this Agreement on behalf of their entity.

22. Attorney Review

- A. In accordance with the provisions of Section 11-13-202.5, Utah Code Annotated each Party's legal counsel shall review and approve the Agreement for compliance with applicable laws.

23. Executive Approval

- A. This Agreement may be approved and executed as an executive function in accordance with the provisions of the Interlocal Cooperation Act as set forth in Title 11, Chapter 13, Utah Code, and the adoption of a resolution of approval is not required.

24. Counterparts

- A. This Agreement and any amendments may be executed in counterparts; each considered an original. For law enforcement, signed copies of this agreement may be submitted to the Secretary of the Utah Sheriff's Association.

25. Governing Law

- A. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

26. Filing

- A. A copy shall be filed with the official records keeper of each Party.

SIGNATURE PAGE – CARBON COUNTY

CARBON COUNTY BOARD OF COMMISSIONERS

By: _____

Name: _____

Title: Chair, Carbon County Commission

Date: _____

ATTEST:

By: _____

Name: _____

Title: Carbon County Clerk/Auditor

Date: _____

CARBON COUNTY SHERIFF'S OFFICE

By: _____

Name: _____

Title: Carbon County Sheriff

Date: _____

CARBON COUNTY EMERGENCY MANAGEMENT

By: _____

Name: _____

Title: Emergency Manager

Date: _____

APPROVED AS TO FORM:

The undersigned attorney for Carbon County has reviewed this Agreement and finds it in proper form and compliance with applicable law.

CARBON COUNTY ATTORNEY

By: _____

Name: _____

Title: Carbon County Attorney

Date: _____

SIGNATURE PAGE – EMERY COUNTY

EMERY COUNTY BOARD OF COMMISSIONERS

By: _____

Name: _____

Title: Chair, Emery County Commission

Date: _____

ATTEST:

By: _____

Name: _____

Title: Emery County Clerk/Auditor

Date: _____

EMERY COUNTY SHERIFF'S OFFICE

By: _____

Name: _____

Title: Emery County Sheriff

Date: _____

EMERY COUNTY EMERGENCY MANAGEMENT

By: _____

Name: _____

Title: Emergency Manager

Date: _____

APPROVED AS TO FORM:

The undersigned attorney for Emery County has reviewed this Agreement and finds it in proper form and compliance with applicable law.

EMERY COUNTY ATTORNEY

By: _____

Name: _____

Title: Emery County Attorney

Date: _____

SIGNATURE PAGE – GRAND COUNTY

GRAND COUNTY BOARD OF COMMISSIONERS

By: _____

Name: _____

Title: Chair, Grand County Commission

Date: _____

ATTEST:

By: _____

Name: _____

Title: Grand County Clerk/Auditor

Date: _____

GRAND COUNTY SHERIFF'S OFFICE

By: _____

Name: _____

Title: Grand County Sheriff

Date: _____

GRAND COUNTY EMERGENCY MANAGEMENT

By: _____

Name: _____

Title: Emergency Manager

Date: _____

APPROVED AS TO FORM:

The undersigned attorney for Grand County has reviewed this Agreement and finds it in proper form and compliance with applicable law.

GRAND COUNTY ATTORNEY

By: _____

Name: _____

Title: Grand County Attorney

Date: _____

SIGNATURE PAGE – SAN JUAN COUNTY

SAN JUAN COUNTY BOARD OF COMMISSIONERS

By: _____

Name: _____

Title: Chair, San Juan County Commission

Date: _____

ATTEST:

By: _____

Name: _____

Title: San Juan County Clerk/Auditor

Date: _____

SAN JUAN COUNTY SHERIFF'S OFFICE

By: _____

Name: _____

Title: San Juan County Sheriff

Date: _____

SAN JUAN COUNTY EMERGENCY MANAGEMENT

By: _____

Name: _____

Title: Emergency Manager

Date: _____

APPROVED AS TO FORM:

The undersigned attorney for San Juan County has reviewed this Agreement and finds it in proper form and compliance with applicable law.

SAN JUAN COUNTY ATTORNEY

By: _____

Name: _____

Title: San Juan County Attorney

Date: _____

SAMPLE CITY (e.g., PRICE CITY)

The undersigned, being the duly authorized representative of Price City, hereby joins the Emergency Mutual Aid Interlocal Cooperation Agreement and agrees to comply with and be bound by its terms as of the date set forth below.

PRICE CITY

By: _____

Name: _____

Title: Mayor

Date: _____

ATTEST:

By: _____

Name: _____

Title: City Recorder

Date: _____

PRICE CITY POLICE DEPARTMENT

By: _____

Name: _____

Title: Police Chief

Date: _____

PRICE CITY EMERGENCY MANAGEMENT

By: _____

Name: _____

Title: Emergency Manager

Date: _____

APPROVED AS TO FORM:

The undersigned attorney for Price City has reviewed this Agreement and finds it in proper form and compliance with applicable law.

PRICE CITY ATTORNEY

By: _____

Name: _____

Title: Price City Attorney

Date: _____

SOUTHEASTERN UTAH HEALTH DEPARTMENT

The Southeastern Utah Health Department, a political subdivision of the State of Utah, hereby joins the Emergency Mutual Aid Interlocal Cooperation Agreement and agrees to comply with and be bound by its terms as of the date set forth below.

SOUTHEASTERN UTAH HEALTH DEPARTMENT

By: _____

Name:

Title: Director

Date: _____

APPROVED AS TO FORM:

The undersigned legal counsel has reviewed this Agreement and finds it in proper form and compliance with applicable law.

SOUTHEASTERN UTAH HEALTH DEPARTMENT ATTORNEY

By: _____

Name: _____

Title: Attorney for Southeastern Utah Health Department

Date: _____