

**INTER-LOCAL COOPERATION AGREEMENT RATIFYING THE PARTICIPATION  
OF CACHE, RICH AND BOX ELDER AS COUNTIES IN  
THE BEAR RIVER HEALTH DEPARTMENT**

This Inter-local Cooperation Agreement is entered into and made effective upon the execution of a Resolution approving the Agreement (hereinafter "Agreement"), by and between Cache County, Rich County and Box Elder County (hereinafter known as "Participants" or "Parties").

**RECITALS**

**WHEREAS**, the Local Health Department Act, Section 26A-1-105, Utah Code Annotated 1953 as amended, permits two or more counties to unite in order to create and maintain a multi-County local health department; and

**WHEREAS**, the Utah Inter-local Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, in order to permit local governmental units to make the most efficient use of their powers and to provide the benefit of economy of scale, authorizes counties to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis any powers, privileges and authority exercised or capable of exercise by such public agencies, and authorizes such public agencies, pursuant to such agreements, to create separate legal or administrative entities to accomplish the purposes of their joint or cooperative action, including the undertaking and financing of facilities or improvements to provide the services contemplated by those arrangements; and

**WHEREAS**, the Participants to this agreement are presently being served by a multi-county health department known as the Bear River Health Department; and

**WHEREAS**, the Participants desire to ratify their participation in the Bear River Health Department pursuant to the provisions of the Inter-local Act and the Local Health Department Act (hereinafter "Act");

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the Participants do hereby agree as follows:

**ARTICLE ONE  
RATIFICATION OF THE BEAR RIVER HEALTH DEPARTMENT**

**Section 1.01 Ratification.**

The Participants hereby ratify their participation as members of the Bear River Health Department, hereinafter the "Department," and agree to participate in this Inter-local Agreement for the purposes provided herein.

**Section 1.02 Nature of Entity.**

The Department is a separate legal and administrative entity created by the Participants pursuant to the Act and the Inter-local Cooperation Act, for the purpose of accomplishing the joint and cooperative actions authorized and contemplated by the legislative authority granted to local health departments.

**Section 1.03 Purpose.**

The purpose for which the Department is organized is to provide the residents of Cache, Rich and

Box Elder Counties public health services and to provide enforcement of state and local laws, rules and ordinances for which the Department has jurisdiction.

**Section 1.04 Sole Provider of Public Health Services.**

It is the intent of the Participants that the Department constitute the exclusive authority for the purpose of providing public health services to the residents of Cache, Rich and Box Elder Counties under the Local Health Department Act.

**Section 1.05 Termination of Previous Agreements and Admission of Other Members**

Upon the execution of this Inter-local Agreement by Cache, Rich and Box Elder Counties, any previous resolutions or agreements creating a Health Department among and between the Participants shall be terminated and made of no further effect except that contracts between the Department and other entities presently in effect shall continue in full force and effect until their natural expiration or as otherwise terminated.

**ARTICLE TWO  
GOVERNANCE**

**Section 2.01 Board of Health.**

- A. The Department shall be governed by the Board of Health (hereinafter the "Board"). All powers of the Department shall be vested in and exercised by the Board unless otherwise provided by law. All references to the Department mean the Board unless otherwise specified.
- B. Each member of the Board shall have one vote in any actions taken or proceedings adopted by the Board.
- C. The Board shall meet at such times as are provided in the by-laws, with a quorum present, whether corporal or by means of electronic equipment, for the purpose of discussing or acting upon a matter or matters over which it has jurisdiction. For this purpose, a quorum consists of that number of directors that represents 51% or more of the total number of directors appointed at the time.
- D. A simple majority vote of a quorum is required for any action except a change of the By-Laws which shall require a two-third's (2/3) vote of the full Board.

**Section 2.02 Board Membership.**

- A. The Board shall consist of nine (9) members comprised as follows:
  - 1. Six members are appointed on a non-partisan basis by the respective governing bodies of the three counties; they are appointed in numbers proportional to the population of the counties and with the advice and recommendation of the Board.
  - 2. Three members represent the elected governing bodies of their respective counties and serve by virtue of elected position – commissioner, county executive, county council member, or their designee.
  - 3. The six (6) appointed directors should be selected and appointed on the basis of their interest and/or experience in public health matters.

4. All Board Members shall reside in either Cache, Rich or Box Elder Counties.
5. Board appointments and terms shall be made as outlined in 26A-1-109 of the Act.
  - a. All appointments shall be for terms of three years and shall be made, as possible, so 1/3 of the terms of office of those serving on the board expire each year. Members appointed to fill vacancies shall hold office until expiration of the terms of their predecessors.

**Section 2.03 Removal.**

Except for the three (3) elected officials, removal of any Director shall only be for cause and shall be made by the appointing authority upon its own motion or considered upon the request of the Board. Cause shall be defined as: (a) an act which brings disrepute to the Board; (b) an act or behavior which is inimical to service on the Board; (c) failure to attend at least 50% all of board meetings in a calendar year.

**Section 2.04 Vacancies on the Board.**

Vacancies on the Board shall be filled as follows:

- A. Vacancies occurring in a position representing a specific County shall be filled by that respective County pursuant to the process specified in Section 2.02.

**Section 2.05 Officers of the Board.**

- A. The Officers of the Board shall consist of a chairperson, vice chairperson and secretary. Said officers shall be elected by the Board from among the directors. However, pursuant to the Act, the Health Officer/Executive Director of the local Health Department may serve as secretary to the Board at the Board's discretion. All officers shall serve for such terms and perform such duties as shall be provided in the by-laws.
- B. The chairperson shall be the presiding officer of the Board. The vice chairperson shall serve at the request of the chair or in the absence of the chair.
- C. As provided in 26A-1-118 of the Act, the Cache County Treasurer shall serve as the Fiscal Agent of the Department.

**Section 2.06 Committees.**

The Board may establish from time to time such committees as shall be deemed appropriate or necessary by the Board to carry out the business of the Department.

**Section 2.07 By-Laws.**

The Board shall have the power to adopt, amend, and repeal rules, by-laws, regulations, policies and procedures for the regulation of the affairs and the conduct of the business of Bear River Health Department.

**ARTICLE THREE  
POWERS OF THE BEAR RIVER HEALTH DEPARTMENT**

**Section 3.01 Authority.**

In addition to the authority and powers granted to a multi-county local health department created pursuant to Utah Code Annotated, Section 26A-1-114, the Participants hereby grant to the Department, and the Department is hereby vested with, all rights, powers, privileges and authority of the Participants which may be granted to the Department pursuant to the Local Health Department Act and Inter-local Cooperation Act. These rights, powers and privileges include the authority to enforce health related ordinances adopted by counties as well as local rules and regulations adopted by the Department.

**Section 3.02 Powers.**

Without limiting the foregoing, the Participants hereby grant the Department the power:

- A) to sue and be sued in its own name;
- B) to make and execute contracts, Inter-local Agreements, and all other documents and instruments necessary or convenient for the performance of its duties and the exercise of its powers and functions under the Inter-local Cooperation Act;
- C) to acquire, buy, purchase or lease, by gift, or otherwise, any real or personal property in connection with the acquisition or construction of any facility or improvements to be owned, operated and maintained by the Department;
- D) to receive property, grants, gifts, supplies, materials, contributions, and any benefit derived, for the provision of delivering health services;
- E) to arbitrate, mediate and resolve disputes between the Participants relating to the provision of health services and to address and resolve all issues which may arise in connection with the provision of health services;
- F) to authorize and approve expenditures for the creation, maintenance and operation of the programs, facilities or services operated or maintained by the Department;
- G) to appoint the officers and hire employees to assist in carrying out the purposes of the Department;
- H) to assign, pledge or otherwise convey as security for the payment of any bonded indebtedness, the revenues and receipts from any facility improvement or any service provided by the Department;
- I) the authority to enforce local health ordinances within the jurisdiction of any party to this Agreement.
- J) establish and collect appropriate fees for the performance of services and operation of authorized or required programs and duties.

**Section 3.03 Financing of Facilities.**

Subject to any limitations imposed under state or federal laws, the Department shall have the power to finance the acquisition, construction and maintenance of capital facilities and improvements by such means and by such methods as the Board shall determine to be in the best interest of the Department.

**Section 3.04 Funding.**

- A. The Department obtains its financing from a variety of sources including State and Federal grants and contracts as well as contributions from Cache, Rich and Box Elder Counties. Nothing in this Agreement is intended to limit sources of funding for the operation and maintenance of the Department and its facilities.

- B. Cache County's share of the funding of the Department is presently made pursuant to 26A-1-117(2)(a) which provides for a separate ceiling exempt tax under Section 59-2-911, not to exceed .0004 per dollar of taxable value of taxable property.
- C. Box Elder and Rich Counties contribution is presently allocated out of their general fund budgets.

**ARTICLE FOUR  
DUTIES OF BEAR RIVER HEALTH DEPARTMENT**

**Section 4.01 Duties.**

In addition to the powers and duties of the Department granted pursuant to Utah Code Annotated Section 26A-1-114 and any successor statute, it shall be the duty and responsibility of the Department to provide such public health services as each Participant is required to provide and perform pursuant to applicable Utah law:

- A. Establish and maintain either directly or by contract, programs and services mandated by Utah law;
- B. Provide input and comment on new and revised policies established by State agencies;
- C. Establish mechanisms to provide direct citizen input;
- D. Comply with all applicable state and federal statutes, policies, audit requirements, and any directives resulting from those audits, and contract requirements;
- E. Comply with the requirements and procedures of the Inter-local Cooperation Act and the Local Health Department Act;
- F. Maintain a complete record of all the acts, affairs of the Department and meetings of the Board and present an annual report of the activities and finances of the Department upon request to the Participants;
- G. Authorize and approve expenditures for the creation, maintenance and operation of the programs, facilities and services created as a result of this Agreement; and
- H. Select and appoint an executive director/Health Officer of the Department and by this act sanction:
  - (i) the employment of staff, agents and representatives;
  - (ii) the application to obtain the necessary licenses, permits or consents from all government entities or other persons necessary to carry out the activities of the Department; and
  - (iii) all other work reasonably necessary to accomplish the purposes for which the Department was created.

**ARTICLE FIVE  
TERM OF THE INTER-LOCAL AGREEMENT**

**Section 5.01 Term of agreement**

This Inter-local Agreement may be terminated at any time by the service of a notice of termination by a Participant upon the other Participants. Said notice of termination shall be in writing and shall be served on the other Participants at their county administrative office and also upon the chairperson of the

Board. Any termination shall require a 1 year notice in order to provide adequate administrative time to resolve personnel, division of assets, and physical plant liquidation or division. In any division of assets, the presumptive share of each participating county shall be determined by this formula:

Individual County Population / (divided by) Tri-County or Inter-local Population X (times) Fair Market Value

Notwithstanding the foregoing, no Participant may terminate this Inter-local Agreement during the term of any agreement entered into by the Department to finance the acquisition or construction of capital improvements for the Department, unless appropriate acceptable provisions are made whereby such existing agreement is assumed by any Participant, and such provisions are approved in writing under such lease/purchase agreement.

## **ARTICLE SIX MISCELLANEOUS**

### **Section 6.01            Warranties of Participants.**

Each Participant hereby represents and warrants that:

- (i) it is a public agency or public entity within the meaning of the Act and the Inter-local Act; and
- (ii) it is duly authorized to execute and deliver this Inter-local Agreement; and
- (iii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Inter-local Agreement, or b) otherwise materially adversely effect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.

### **Section 6.02            Documents on File.**

Executed copies of this Inter-local Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Inter-local Agreement.

**Section 6.03            Non-Assignability.**

Neither the Department nor the Participants shall transfer or delegate any of its rights, duties, powers or obligations under this Inter-local Agreement without the consent of the other Participants.

**Section 6.04            Amendment.**

This Agreement may be changed, modified or amended by written agreement of the Participants, upon adoption of a resolution by each of the Participants and approval as to form by each respective Attorney, and upon meeting all other applicable requirements of the Inter-local Act; provided, however, that this Inter-local Agreement shall not be amended during the term of any lease/purchase agreement contemplated by this Inter-local Agreement and entered into by the Department without the prior consent of the lessor under such lease/purchase agreement.

**Section 6.05            Effective Date.**

This Inter-local Agreement shall become effective immediately upon the execution of a resolution approving this Agreement by each of the Participants.

**Section 6.06            Sole and Exclusive Agreement.**

Upon and after the effective date of this Inter-local Agreement, this Inter-local Agreement shall constitute the sole and exclusive agreement between the Participants relative to the operation and management of the Department and the joint exercise of the powers, privileges and authority of the Participants.

**Section 6.07            Laws of Utah.**

It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

**Section 6.08            Severability of Provisions.**

If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.

**Section 6.09            Captions and Headings**

The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.

**Section 6.10            Broad Construction**

It is the intention of the Participants that this joint and cooperative undertaking contemplated in this Agreement be broadly construed to include all actions, undertakings and objectives permitted or contemplated by the provision of the Act, and any other applicable law, insofar as such provisions relate to fostering and protecting public health. The provisions of this Agreement shall be construed as broadly as necessary to accomplish the purposes and objectives set forth herein and pursuant to State law.

**Section 6.11**                    **Filing**

A duly executed original counterpart of this Agreement, together with an originally executed approving resolution of the governing body of each Participant hereto, shall be filed with the keeper of records of each such Participant, and shall remain on file for public inspection during the term hereof.

**Section 6.12**                    **Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.

**Section 6.13**                    **Indemnification**

The Department shall defend and hold the Participants, their officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Department, its officers, agents, or employees.

The Participants shall defend and hold the Department harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Participant(s), their officers, agents, or employees.

The Department and Participants are governmental entities under the "Utah Governmental Immunity Act." None of the parties intend to waive any defenses or limits of liability otherwise available under the Governmental Immunity Act, and nothing in this Agreement shall be construed to waive any defenses or limits of liability under the Act.

IN WITNESS WHEREOF, the Participants have caused this Inter-local Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below.

**Cache County**

Date: 5/15/2003  
ATTEST:  
Cheryl N. Zollinger  
Cache County Clerk

By Michael L. Lerner  
Cache County Executive

APPROVED AS TO PROPER FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH, AND DULY AUTHORIZED, EXECUTED AND DELIVERED BY THE FOREGOING PARTICIPANT.

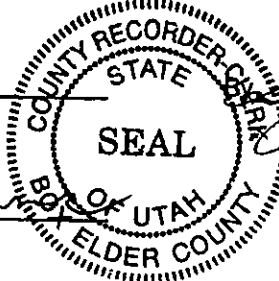
Date: 5/15/2003

By [Signature]  
Cache County Attorney



**Box Elder County**

Date: 6/24/03



Norman A. Weston  
Commission Chair  
Box Elder County Commission

ATTEST:  
Ann Adams  
Box Elder County Clerk

APPROVED AS TO PROPER FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH, AND DULY AUTHORIZED, EXECUTED AND DELIVERED BY THE FOREGOING PARTICIPANT.

Date: 6-24-03

By Guy F. Huzie  
Box Elder County Attorney

**Rich County**

Date: 6/17/03

By Norman A. Weston  
Commission Chair  
Rich County Commission

ATTEST:  
Pamela Shaul  
Rich County Clerk

APPROVED AS TO PROPER FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH, AND DULY AUTHORIZED, EXECUTED AND DELIVERED BY THE FOREGOING PARTICIPANT.

Date: 6-17-03

By George A. Westover  
Rich County Attorney

**RESOLUTION APPROVING INTER-LOCAL AGREEMENT TO  
CREATE BEAR RIVER HEALTH DEPARTMENT**

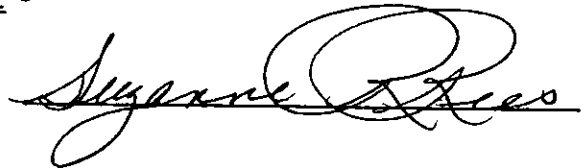
**WHEREAS**, the Utah Inter-local Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to make the most efficient use of their powers and to provide the benefits of economies of scale to their residents; and

**WHEREAS**, Cache, Rich and Box Elder Counties have negotiated an Agreement to create the Bear River Health Department for the purpose of providing health services to the citizens of Cache, Rich and Box Elder Counties; and

**WHEREAS**, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving such Inter-local Agreements;

**NOW THEREFORE**, the Board of County Commissioners of Box Elder County resolves to enter into an the Inter-local Agreement to create the Bear River Health Department, and the Inter-local Agreement is hereby approved. The Chairman of the Board of Box Elder County is hereby authorized and directed to execute the Inter-local Agreement for and on behalf of Box Elder County.

DATED this 34 day of June, 2000.



**RESOLUTION APPROVING INTER-LOCAL AGREEMENT TO  
CREATE BEAR RIVER HEALTH DEPARTMENT**

**WHEREAS**, the Utah Inter-local Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to make the most efficient use of their powers and to provide the benefits of economies of scale to their residents; and

**WHEREAS**, Cache, Rich and Box Elder Counties have negotiated an Agreement to create the Bear River Health Department for the purpose of providing health services to the citizens of Cache, Rich and Box Elder Counties; and

**WHEREAS**, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving such Inter-local Agreements;

**NOW THEREFORE**, the County Executive and Council of Cache County resolves to enter into an Inter-local Agreement to create the Bear River Health Department, and the Inter-local Agreement is hereby approved. The County Executive of Cache County is hereby authorized and directed to execute the Inter-local Agreement for and on behalf of Cache County.

DATED this 17 day of June, 2003.

Norman A. Weston

CACHE COUNTY  
RESOLUTION NO. 2003-12

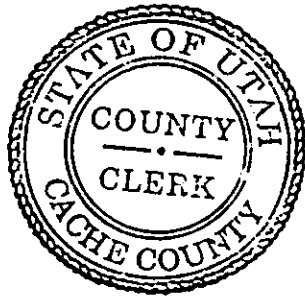
A RESOLUTION APPROVING AN INTER-LOCAL AGREEMENT TO CREATE BEAR RIVER HEALTH DEPARTMENT BETWEEN BOX ELDER COUNTY, RICH COUNTY AND CACHE COUNTY.

The County Council of Cache County, Utah, in regular meeting, lawful notice of which has been given, finds that it is in the best interests of the citizens of Cache County to enter into an Inter-local Agreement as is permitted in the Utah Inter-local Cooperation Act, Title 11, Chapter 13 of the Utah Code Annotated 1953 as amended to create the Bear River Health Department for the purpose of providing health services to the citizens of Cache, Rich and Box Elder Counties.

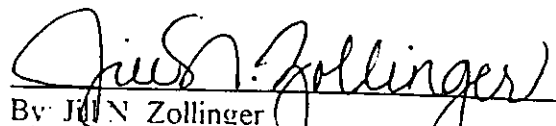
NOW, THEREFORE BE IT RESOLVED that the Cache County Executive is hereby authorized to execute the Inter-local Agreement to Create the Bear River Health Department.

This Resolution shall take effect immediately upon adoption.

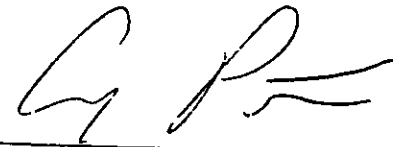
DATED this 8th day of April, 2003.



ATTEST:

  
By: Jill N. Zollinger  
Cache County Clerk

CACHE COUNTY COUNCIL

By:   
H. Craig Petersen, Chairman