

Resolution No. R25-4

February 12, 2025

A RESOLUTION OF THE RICH COUNTY COMMISSION TO
JOIN MULTICOUNTY UNITED LOCAL HEALTH DEPARTMENT
INTERLOCAL AGREEMENT

WHEREAS, Rich County is authorized to provide mental health, public health, and substance abuse programs; and

WHEREAS, the Interlocal Cooperation Act permits counties to cooperate with each other to create interlocal entities to more efficiently provide governmental services; and

WHEREAS, the Rich County Board of Commissioners finds that signing this United Local Health Department Interlocal Agreement (attached) would be in the best interests of and promote the health, safety and general welfare of the residents of Rich County;

NOW, THEREFORE, the Rich County Board of Commissioners resolves as follows:

The Chairperson is authorized to sign the United Local Health Department Interlocal Agreement (attached).

APPROVED and ADOPTED this 12th day of February, 2025.

BOARD OF RICH COUNTY COMMISSIONERS

Simon R. Weston
Chairman

ATTEST:

Peart
Rich County Clerk

Commissioner Sim Weston voted yes
Commissioner Bill Cox voted yes
Commissioner Jon Lee voted yes

Multicounty United Local Health Department Interlocal Agreement

2025

On the ___ day of _____ 2025, Box Elder County, Cache County, and Rich County (referred to individually as the "County" and collectively as the "Counties"), each being a political subdivision of the State of Utah, have entered into this Interlocal Agreement to formally establish the Bear River Health Department (referred to as "Department"). The purpose of this agreement is to provide public health, mental health, and substance abuse services more efficiently and to ensure quality and effective services for the citizens of these counties.

RECITALS

WHEREAS, each party is a county of the State of Utah, and through their respective governing bodies and as their local mental health authorities and local substance abuse authorities, are authorized by Utah Code 26A and 17-43 to provide public health, mental health, and substance abuse programs to their respective counties;

WHEREAS, Utah Code 11-13, Interlocal Cooperation Act (the "Interlocal Act") permits the Counties to cooperate with each other to create interlocal entities to more efficiently provide governmental facilities, services, and improvements to the general public;

WHEREAS, each county within the State of Utah is required to create and maintain a local health department under the provisions of the Utah Code 26A Local Health Authorities Act (the "Health Authorities Act"), and the Health Authorities Act expressly authorizes two or more contiguous counties to unite to create and maintain a multicounty united local health department;

WHEREAS, Bear River Health was created by the Counties as a local health department created, organized, and validly existing pursuant to state law;

WHEREAS, the Health Authorities Act requires a multicounty united local health department to administer the programs and services of a local health department, mental health authority, and substance abuse authority;

WHEREAS, the Counties desire to confirm, reaffirm, and ratify the creation of Bear River Health Department as the multicounty local health department and expand it to be a multicounty united local health department under the Health Authorities Act and the Interlocal Cooperation Act and to hereby memorialize such creation;

WHEREAS, the Counties are each committed to maintaining Bear River Health Department as the multicounty united local health department within and for the benefit of the Counties;

1. DEFINITIONS AND INTERPRETATIONS.

- 1.1. **Meanings and Construction.** The following terms, for all purposes of this agreement and any amendments hereto, shall have the meaning herein set forth:
- 1.1.1. "Interlocal Agreement" shall mean this interlocal cooperative agreement and any amendments and supplements thereto.
 - 1.1.2. "Appropriation Committee" shall mean a committee consisting of one representative from the Legislative Body of each participating county, the Board of Health Chairperson, the Local Health Officer, and the Department Senior Support Officer.
 - 1.1.3. "Behavioral Health or Behavioral Health Programs" shall mean the comprehensive integration of Substance Abuse and Mental Health programs and services as defined in Utah Code 17-34 Local Human Services Act.
 - 1.1.4. "Board of Health" shall mean the Department's governing body or the Bear River Board of Health.
 - 1.1.5. "Counties" shall mean collectively Box Elder County, Cache County, and Rich County, and their successors.
 - 1.1.6. "Legislative Body or Legislative Bodies" shall mean one or all participating county governing bodies as defined by Utah Code 26A-1-102(2).
 - 1.1.7. "Public Health Programs" shall mean public health programs and services per Utah Code 26A, excluding any programs and services that include Substance Abuse and Mental Health programs.
- 1.2. **Interpretations.** This Interlocal Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:
- 1.2.1. definitions include both singular and plural; and
 - 1.2.2. pronouns include both singular and plural and cover both genders.

2. FORMATION, POWERS, AND DUTIES OF BEAR RIVER HEALTH.

- 2.1. **Formation.** This Interlocal Agreement reaffirms the creation of the Department, an interlocal entity formed by the Counties in May of 1971, and restructures the Department as a multicounty united local health department. Pursuant to Utah Code 11-13-203(l), the Department is separate from the Counties, a body politic and corporate, and a political subdivision of the state. It shall have the powers to perform all functions consistent with a multicounty united local health department as described in Utah Code 26A Local Health Authorities Act.
- 2.2. **Powers.** The powers of the Department shall be as follows:
- 2.2.1. Have all powers and duties permitted and outlined in Utah Code 26A Local Health Department Act necessary to provide Public Health Programs;
 - 2.2.2. Have all applicable powers and duties permitted and outlined in Utah Code 11-13 Interlocal Cooperation Act;
 - 2.2.3. Have all powers and duties permitted and outlined in Utah Code 17-43 Local Human Services Act; and
 - 2.2.3.1. Develop, oversee, and administer all contracts for Behavioral Health Programs per subsection 4.14 of this agreement.
- 2.3. **Duties.**

WHEREAS, the legislative body of each of the Counties determined that restructuring Bear River Health Department as a multicounty local health department will enhance the public health, sanitation, public welfare, and economic base of each of the Counties; and

WHEREAS, the Counties desire to jointly qualify for and obtain funding from the Utah Department of Health and Human Services for mental health and substance abuse services through Bear River Health;

WHEREAS, the Counties desire to monitor, review, and evaluate the performance of and compliance with all contracts for funding of mental health and substance abuse services through Bear River Health;

WHEREAS, the Counties desire Bear River Health Department to qualify for, obtain, allocate, and administer such funding, and to perform such other tasks for the Counties; and

WHEREAS, this interlocal cooperative agreement shall not become effective until it is first approved by resolution of the legislative body of each of the Counties as evidenced by the execution hereof by the appropriate officers of said Counties;

NOW, THEREFORE, the Counties declare and agree to continue the existence of the Bear River Health Department as an interlocal entity and restructure it to be a multicounty united local health department with the following terms and conditions:

2.3.1. The Department shall unify the local substance abuse and mental health plans from the three Counties, emphasizing funding and service delivery as mandated by the Utah Code 17-43 Local Human Services Act. This unified plan will be called the Behavioral Health Programs Area Plan ("BHP Area Plan").

2.3.1.1. The BHP Area Plan will be created as specified in this Interlocal Agreement and compliance with state law. The Department will hold a public hearing each year for input on the BHP Area Plan. After receiving public input on the BHP Area Plan, the Department shall present the BHP Area Plan to each County for approval by the Local Mental Health and Substance Abuse Authorities of those Counties.

3. DURATION.

3.1. This Interlocal Agreement shall be in full force and effect and be legally binding upon the Counties only after its execution and approval by resolution by the Legislative Bodies of each County. Thereafter, both this Interlocal Agreement and the existence of the Department shall continue for a period of fifty (50) years. At this time, it may be terminated or a new agreement executed.

4. ORGANIZATION.

4.1. **Board of Health.** The Bear River Board of Health shall govern the Department, subject to the limitations outlined in Utah Code 26A, which include being subject to the authority of the mental health and substance abuse authorities of the Counties regarding Behavioral Health Programs.

4.2. **Membership.** Membership of the Bear River Board of Health shall consist of nine (9) members, as follows:

4.2.1. One (1) elected official from each county, as determined by the Legislative Body; and

4.2.2. Six (6) members of the public at large shall be appointed on a non-partisan basis in numbers proportional to the population of the Counties by the respective Legislative Bodies of the Counties, with the advice and recommendation of the Board of Health.

4.2.3. An employee of the Department may not be a board member. All board members shall reside within the area served by Bear River Health; and

4.2.4. A majority of board members may not:

- a. be primarily engaged in providing health care or in the administration of facilities or institutions in which health care is provided;
- b. hold a fiduciary position or have a fiduciary interest in any entity involved in the provision of health care;
- c. receive either directly or through a spouse more than one-tenth (1/10) of the board member's gross income from any entity or activity relating to health care; and
- d. be members of one particular type of business or profession.

4.3. **Appointment.** All members are to be appointed by the Legislative Bodies of the Counties.

4.4. **Term.** Appointments shall be for a term of three (3) years and shall be made as possible, so one-third of the terms of office of those serving on the Board of Health expire each year. Board members appointed to fill vacancies shall hold office until the expiration of the terms

of their predecessors. Board members may be appointed to successive terms pursuant to the policies of the respective Counties.

- 4.5. **Fiduciary Duty.** Each member of the Board of Health has and owes a fiduciary duty to the Department.
- 4.6. **Officers.** The Board of Health shall elect a chair, a vice-chair, and a secretary. The Local Health Officer of the Department appointed pursuant to Utah Code 26A-1-110 may serve as secretary to the Board of Health.
- 4.7. **Local Health Officer.** Following Utah Code 26A-1-105.5(4), the Local Health Officer shall be appointed, hold office, and have the powers as set forth in Utah Code 26A-1-110, and may be removed as outlined in Utah Code 26A-1-111.
- 4.8. **Meetings.** The Board of Health meetings shall be held at least six times per year. The chair may call special meetings or a majority of the board members at any time by providing three (3) days notice to each board member or, in the case of an emergency, as soon as possible after all board members have been notified.
- 4.9. **Quorum.** A majority of the Board of Health members shall constitute a quorum.
- 4.10. **Bylaws.** The Board of Health may adopt and amend bylaws that are not inconsistent with this agreement and state law for the transaction of business. The bylaws and any subsequent amendments must be approved by the county attorney and by a majority vote of a Quorum in a public meeting.
- 4.11. **Compensation.** Under Utah Code 26A-1-109, board members serve without compensation but shall be reimbursed for actual and necessary traveling and subsistence expenses when absent from their place of residence in attendance at authorized meetings.
- 4.12. **Personnel.** The Legislative Bodies of the Counties must ratify the Board of Health's approval of all changes to Bear River Health's merit system, personnel policies, and compensation plans. In addition, the provisions of Utah Code 26A-1-112 shall generally apply to the appointment of personnel, including removal for cause.
- 4.13. **Reports.** The Board of Health shall, annually, report the operations of Bear River and the board to the local governing bodies of the municipalities and the Counties served by Bear River Health. In addition, the Board of Health shall send a copy of Bear River's approved budget to all local governing bodies of the municipalities and Counties served by the Department no later than thirty (30) days after the beginning of Bear River Health's fiscal year.
- 4.14. **Behavioral Health Programs.** Through this Interlocal agreement, the Counties, as the Substance Abuse and Mental Health Authorities as outlined in Utah Code 17-43, delegate the oversight for all Behavioral Health Programs to the Department with the following stipulations.
 - 4.14.1. The Counties grant the responsibility for continuing, maintaining, and overseeing contracting for Behavioral Health Programs to the Department. The contracting shall be governed by Utah Code 63G-6a and Bear River Health's approved procurement policies with the following stipulations:
 - 4.14.1.1. The Counties authorize the Department to contract directly with the Utah Department of Health and Human Services for any funds (state or federal) available to the Counties to deliver Behavioral Health Programs.

One member initially appointed for a three-year term;

One member initially appointed for a two-year term; and

Two members initially appointed for a one-year term.

Box Elder County (3 members)

One member initially appointed for a four-year term;

One member initially appointed for a three-year term; and

One member initially appointed for a two-year term

Rich County (1 member)

One member initially appointed for a four-year term.

4.14.4.1.2. After the initial appointment, each member's term shall be four years.

4.14.4.1.3. Vacancies shall be filled in the same manner as for unexpired terms.

4.14.4.1.4. Council members may be removed for cause.

4.14.4.2. The BHAC shall advise the Counties and the Director of Behavioral Health Programs in planning (including the required BHP Area Plan), organizing, and operating community Behavioral Health Programs.

4.14.4.3. Under this Interlocal Agreement, the BHAC shall be an agent of the Counties and is subject to laws and requirements relating to the Local Mental Health and Substance Abuse Authorities. All BHAC meetings must comply with Utah Code 52-4 Open and Public Meetings Act.

4.14.5. Under this Interlocal Agreement, the Department is authorized to fulfill the requirements laid out in Utah Code 17-43-201(5) and 17-43-301(6) in recruiting, interviewing, and recommending for appointment to the Legislative Bodies of the Counties a Director of Behavioral Health Programs. Once appointed by each of the county governing bodies, the Director of Behavioral Health will be an employee of the Department and shall be responsible for the following:

4.14.5.1. Serve as the director of substance use programs and services per Utah Code 17-43-201(5).

4.14.5.2. Serve as the director of mental health programs and services per Utah Code 17-43-301(6).

4.14.5.3. Shall not be the Local Health Officer.

4.14.5.4. Shall serve as the secretary to the BHAC.

4.14.5.5. Work with the BHAC in planning (including the required BHP Area Plan), organizing, and operating community behavioral health programs.

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- 4.14.1.2. The Counties authorize the Department to develop, oversee, administer, and monitor contracts for Behavioral Health Programs on behalf of the Counties.
- 4.14.1.2.1. To avoid a lapse in critical government services and mitigate circumstances likely to negatively impact public health, safety, and welfare of vulnerable populations, the Department shall prioritize the Counties' established contract(s) for Behavioral Health Programs that exist at the creation of this Interlocal Agreement.
- 4.14.1.2.2. Changes may be made to the contract(s) as long as they are intended to enhance the integrity of the contract(s) or the delivery of Behavioral Health Programs. However, the duration established in the contracts referenced in subsection 4.14.1.2.1 must remain unchanged unless the contracted service provider and the Department agree otherwise.
- 4.14.1.2.3. Any established contract(s) for Behavioral Health Programs must be re-executed to spell out the expectation for delivering integrated mental health and substance abuse programs.
- 4.14.2. As allowed under Utah Code 17-43-309, the Legislative Bodies of the Counties, under this agreement, officially establish a local behavioral health advisory council to advise on planning, organizing, and operating all Behavioral Health Programs. The council shall be called the Bear River Behavioral Health Advisory Council (BHAC). The BHAC shall meet at least once per quarter and be governed by bylaws. The bylaws must not conflict with any federal, state, or local law or this Interlocal Agreement and must be approved by the Counties.
- 4.14.3. The BHAC shall comprise nine members appointed by the Counties as directed in Utah Code 17-43-309 with the following makeup based on county population.
- 4.14.3.1. Five members from Cache County;
- 4.14.3.2. Three members from Box Elder County; and
- 4.14.3.3. One member from Rich County.
- 4.14.4. BHAC members shall be selected from persons representative of interested groups in the community, but they cannot be individuals employed or otherwise associated with contracted service providers.
- 4.14.4.1. All BHAC members will be appointed by the Legislative Bodies of the Counties, with the BHAC's advice and recommendation.
- 4.14.4.1.1. Initially, one-fourth of the members shall be appointed for one year, one-fourth for two years, one-fourth for three years, and one-fourth for four years.
- Cache County (5 members)
- One member initially appointed for a four-year term;

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- 4.14.5.6. Develop, oversee, and administer all contracts with qualified behavioral health providers and the Department, per subsection 4.14.1 of this Section.
 - 4.14.5.7. Contract providers must establish administrative, clinical, personnel, financial, procurement, and management policies regarding behavioral health programs and facilities following the rules of the state division and state and federal law.
 - 4.14.5.8. Have general oversight of Medicaid Capitation for Behavioral Health Programs.
 - 4.14.5.9. Establish mechanisms allowing for direct citizen input into Behavioral Health Programs.
 - 4.14.5.10. Annually contract with the state division to provide Behavioral Health Programs.
 - 4.14.5.11. Ensure compliance with all applicable state and federal statutes, policies, audit requirements, contract requirements, and any directives resulting from those audits and contract requirements.

5. BUDGET, FUNDING, CONTRACTS & PROCUREMENT.

5.1. Operating Budget.

- 5.1.1. The Department's fiscal year shall begin on January 1 of each year and end on December 31.
- 5.1.2. The Local Health Officer of the Department shall submit a proposed fiscal year budget to the Board of Health for the upcoming fiscal year.
- 5.1.3. The Board of Health shall adopt an annual budget for each fiscal year in compliance with the Uniform Fiscal Procedures Act for Counties, Utah Code 17-36. The proposed annual budget, approved by the Board of Health, shall be presented to the Legislative Bodies of the Counties.

5.2. County Funding.

- 5.2.1. Following Utah Code 26A-1-117, the Counties involved in the establishment and operation of the Department shall be responsible for funding the ongoing operations as follows.
 - 5.2.1.1. Following Utah Code 26A-1-115, the cost of establishing and maintaining the Department shall be apportioned among the participating Counties based on the most recent federal census population estimates in proportion to the total population of all Counties within the boundaries of the Department.
 - 5.2.1.1.1. The population appropriation may be paid from the County General Fund, from the levy of a tax, or in part by an appropriation and in part by a levy under Utah Code 17-53-221.
 - 5.2.1.1.2. The County's population appropriation shall be jointly evaluated by an Appropriation Committee every five years, and a recommendation shall be made regarding the

per-capita appropriation for the subsequent five (5) year period.

- 5.2.1.1.3. The County Legislative Bodies will review and consider this appropriation recommendation for adoption.
- 5.2.1.1.4. Appropriated funds shall only be used to support the Department's operations.
- 5.2.1.1.5. Once the Counties adopt this agreement, the minimum population appropriation can only be reduced through consultation and approval from each County involved.
- 5.2.1.1.6. The agreed-upon population appropriation will be in a written addendum to this agreement.
- 5.2.1.1.7. Nothing in this Interlocal Agreement shall prohibit a County from contributing more than the agreed-upon population appropriation.

5.2.2. County Match.

- 5.2.2.1. Following Utah Code 26A-1-115(6)(a)(i), all state funds distributed by contract from the Utah Department of Health and Human Services to local health departments for public health services shall be matched by those local health departments at a percentage determined by the department in consultation with local health departments.
- 5.2.2.2. Following Utah Code 17-43-201(5)(k) and 17-43-301(6)(a)(x), the Counties shall provide funding equal to at least 20% of the state funds received to fund services described in the required BHP Area Plan.

5.3. **Contract Funding.** The Department is authorized to contract with the Utah Department of Health and Human Services and other state and federal agencies for eligible public health, mental health, and substance abuse funding to come to the Counties.

5.3.1. The Local Health Officer is authorized to approve all new and renewed contracts, grants, or other sources of revenue for Public Health Programs, but only after ensuring that the contracts are aligned with local needs.

5.3.1.1. The Local Health Officer shall authorize making agreements not in conflict with state law that are conditional to receiving funds through a donation, grant, or contract.

5.3.1.1.1. The Director of Behavioral Health is responsible for reviewing all contracts related to the delivery of Behavioral Health Programs on behalf of the counties and their Local Mental Health and Substance Abuse Authorities. This review ensures that the contracts align with the local needs outlined in the BHP Area Plan. After a thorough review, the contracts will be submitted to the Local Health Officer for authorization.

5.3.1.2. The Board of Health may direct the Local Health Officer to cancel or not renew any contract, grant, or other source of revenue.

5.4. **Fees.**

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- 5.4.1. The Board of Health shall, annually, establish and adopt a fee schedule for all the Department programs and services for which there is a charge based on recommendations provided by the Local Health Officer.
- 5.4.1.1. The provisions of Section Utah Code 26A-1-114 shall generally apply to the establishment and collection of fees by Bear River Health.
 - 5.4.1.2. For budgeting purposes, the establishment of all fees will be finalized by October 31 of each year and shall be effective at the beginning of the next calendar year.
 - 5.4.1.3. The Board of Health does not establish fees for those programs and services where a fee has been directed and established by state statute or rule.
- 5.5. **Additional Revenue.** Money from surpluses, grants, and donations may also be used to establish and maintain Bear River Health.
- 5.6. **Security for Financing Physical Facilities.** Following Utah Code 26A-1-115, the cost of providing, equipping, and maintaining suitable offices and facilities for a local health department is the responsibility of participating Legislative Bodies of the Counties. Under this agreement, this is best accomplished in consultation with the Board of Health to ensure that the facilities adequately address the community's needs. To facilitate the financing of physical facilities, each county may enter into separate arrangements with the Department with respect to the operation and utilization of all facilities used for Public Health Programs in their respective county.
- 5.7. **Treasurer.** The provisions of Utah Code 17-43-201(2)(c)(i)(a), 17-43-301(3)(c)(i)(a), and 26A-1-118 shall apply, and the Cache County Treasurer shall serve as treasurer for the Department over Public Health and Behavioral Health Programs. The treasurer or other disbursing officer authorized by the treasurer may make payments from monies for the joint programs and services of the Counties upon audit of the appropriate auditing officer or officers representing the Counties.
- 5.8. **Auditor.**
- 5.8.1. The Counties grant the Department the authority to appoint an independent auditor to audit the operation of the Department as outlined in Utah Code 17-43-201(2)(c)(ii), 17-43-301(3)(c)(ii), and 26A-1-115(7)(a).
 - 5.8.2. The Counties reserve the right to assign an auditor to audit any Department operations.
- 5.9. **Procurement Procedures.** The Department will develop written procurement policies to guide all procurement procedures, except as dictated otherwise in subsection 4.14.1 of this Interlocal Agreement. The procurement policies must not conflict with Utah Code 11-13-226, be reviewed by legal counsel, and be approved by the Board of Health.

6. LEGAL REPRESENTATION.

- 6.1. The Cache County Attorney shall provide legal representation for Public Health and Behavioral Health Programs as required by Utah Code 26A-1-120, 17-43-201(2)(c)(iii), and 17-43-301(3)(c)(iii).
 - 6.1.1. The Cache County Attorney is authorized to request and receive the assistance of the county attorneys of the other Counties in defending or prosecuting actions within their county related to behavioral health programs.
 - 6.1.2. The Department and the Cache County Attorney can rely on the provisions of Utah Code 26A-1-120 to utilize the other county attorneys' legal services as defined in that code section for public health programs.
 - 6.1.3. The Health Officer shall notify the Cache County Attorney of any pending or imminent legal actions against Bear River Health.
 - 6.1.4. If there is a conflict of interest involving the county attorney acting as legal advisor to the Department or defending an action against Bear River Health, the Board of Health, or officers and employees. In that case, the Cache County Attorney shall assign a county attorney of a county participating herein to act as legal advisor.

7. REPRESENTATION.

- 7.1. **County Representation.** Each County represents that it is a political subdivision of the State of Utah and is authorized to enter into the transactions contemplated by this Interlocal Agreement and to carry out its obligations hereunder, including funding the Department per the Local Health Authorities Act.
- 7.2. **No Litigation.** Each County represents that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which said County, as applicable, is a party or to which any of its property is subject, which, if determined adversely to said County, would individually or in the aggregate (i) affect the validity or enforceability of this Interlocal Agreement, or (ii) otherwise materially adversely affect the ability of the said County to comply with its obligations under this Interlocal Agreement or the transactions contemplated by this Interlocal Agreement.

8. TERMINATION AND DISSOLUTION.

- 8.1. **Termination & Dissolution.**
 - 8.1.1. Any party to this agreement may terminate its participation in this entity only after complying with Utah Code 26A-1-122.
 - 8.1.2. At least ninety (90) days prior written notice of the withdrawal shall be given to the Board of Health.
 - 8.1.3. The effective date of any withdrawal shall be December 31.
 - 8.1.4. The participating Counties shall establish local health departments under Section 26A-1-103, 26A-1-105, or 26A-1-106 at least 30 days before dissolution.
 - 8.1.5. Upon termination, the Board of Health is authorized to take such actions as necessary to effectuate the dissolution of the Department and dispose of the property of the Department as spelled out in subsection 8.2 of this Section.

8.1.6. Unless explicitly stated otherwise in this Interlocal Agreement, no party shall have the right to unilaterally cancel, rescind, or terminate this Interlocal Agreement due to a breach. However, this limitation does not affect any other rights or remedies that either party may have as a result of such a breach.

8.2. **Division of Assets.** Upon termination and dissolution of this Interlocal Agreement, title to the assets of the Department shall revert to the respective Counties for which those assets have been secured and utilized for the delivery of Public Health Programs.

8.3. **Division of Workforce.** Upon termination and dissolution of this Interlocal Agreement, the Counties agree to jointly negotiate in good faith regarding the division of the current workforce. The Counties agree that the primary focus of the negotiations will be to minimize the disruption of public health service delivery in each county.

9. MISCELLANEOUS

9.1. **Filing.** Each County covenants to file this Interlocal Agreement with its records keeper.

9.2. **Assignment.** None of the Counties may assign any interest herein without the consent of all other parties to this Interlocal Agreement.

9.3. **Counterparts.** This Interlocal Agreement may be executed in multiple counterparts, each of which will be considered an original for all purposes. Each County agrees to execute any necessary deeds, instruments, legal documents, and resolutions or ordinances to implement the terms of this Interlocal Agreement.

9.4. **Entire Contract.** This Interlocal Agreement consolidates and replaces all previous negotiations, representations, and agreements between the Counties regarding the subject matter addressed herein. It serves as the complete contract between the Counties concerning the establishment and powers of the Department. Additionally, the intent of this Interlocal Agreement is to document and reaffirm the formation and powers that the Department has exercised up to this point.

9.5. **Amendment.** This Interlocal Agreement may only be modified or amended in writing. Such modifications or amendments must be signed by a duly authorized representative of the Counties, following the adoption of a resolution by the Counties' Legislative Bodies that approves the changes.

9.6. **Attorney Fees.** The prevailing party in any litigation to interpret and/or enforce the provisions of this Agreement shall be entitled to an award of reasonable attorney fees and costs, in addition to any other relief that the court grants.

9.7. **Severability.** Whenever possible, each provision of this Interlocal Agreement shall be interpreted in such a manner as to be valid; but if any provision of this Interlocal Agreement is held, in a final judicial determination, to be invalid or prohibited under applicable law, that provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Interlocal Agreement. Notwithstanding the foregoing, however, should such judicially determined invalidity of any provision of this Interlocal Agreement frustrate the intended purpose of the member entities, as expressed herein, that invalidity shall cause this Interlocal Agreement to be terminated, with the parties, to the extent possible, to be restored to the status quo.

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- 9.8. **Conflict with State Law.** To the extent that any provision contained in this Interlocal Agreement is, or subsequently comes, in conflict with Utah State Code, Utah State Code shall be controlling with respect to the Department's organization and operation.
- 9.9. **Governing Law.** The laws of the State of Utah shall govern this Agreement.
- 9.10. **Annual Review.** The Local Health Officer will work with the Cache County Attorney's Office to conduct an annual review of this Interlocal Agreement to ensure all references to Utah State Code are current and that this Interlocal Agreement complies with current Utah State Code to assess potential conflicts and suggest solutions to clarify or resolve them. The findings of this review, along with any recommended changes and an overview of the overall context and structure of this Interlocal Agreement, will be presented to the Counties as part of the annual report required under Utah Code 26A-1-109(6).

AGREED TO AND APPROVED BY:

Name Date
Box Elder County Board Chair

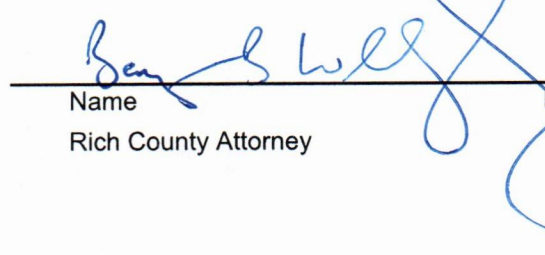
Name Date
Cache County Council Chair

 _____
Name Date 2/12/25
Rich County Board Chair

APPROVED TO FORM

Name Date
Box Elder County Attorney

Name Date
Cache County Attorney

 _____
Name Date 2-12-25
Rich County Attorney