**Amended interlocal Cooperation Agreement of the Weber-Morgan Health Department**

This Amended Interlocal Agreement (“Agreement”) is entered into and made effective upon the execution of a resolution approving the Agreement, by and between Weber County and Morgan County (herein after known as a “Party” or collectively as “the Parties”).

**RECITALS**

 **WHEREAS,** the Local Health Department Act (“the Act”), Utah Code Ann. § 26A-1-105(1), permits two or more contiguous counties to unite in order to create and maintain a multi-county local health department; and

 **WHEREAS,** the Act also requires any municipalities located within such counties that share a multi-county local health department to be served by the multi-county local health department under Utah Code Ann. § 26A-1-105(2); and

 **WHEREAS,** Utah’s Interlocal Cooperation Act (“the Cooperation Act”), Utah Code Ann. § 11-13-101 et al, permits local governmental units 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 Parties to this Agreement are presently being served by a multi-county health department known as the Weber-Morgan Health Department (“Department”); and

 **WHEREAS,** the Parties desire to ratify their participation in the Department pursuant to the provisions of the Act and the Cooperation Act;

 **NOW THEREFORE,** in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties hereby agree as follows:

**ARTICLE I**

**RATIFICATION OF THE WEBER-MORGAN**

**HEALTH DEPARTMENT**

1. Ratification. The Parties hereby ratify their participation as members of the Department and agree to participate in this Agreement for the purposes provided herein.
2. Nature of Entity. The Department is a separate legal and administrative entity created by the Parties pursuant to the Act and the Cooperation Act for the purpose of accomplishing the joint and cooperative actions authorized and contemplated by the legislative authority granted to local health departments. Utah Code Ann. §§ 26A-1-105(1) and 11-13-203.
3. Purpose. The purpose for which the Department is organized is to provide residents in the incorporated and unincorporated areas of Weber County and Morgan County public health services, and to provide enforcement of state and local public health laws, rules, regulations, and standards for which the Department has jurisdiction. Utah Code Ann. §§ 26A-1-108 and 26A-1-114.
4. Sole Provider of Public Health Services. It is the intent of the Parties that the Department be the sole and exclusive legal and administrative entity created under the authority of the Act for the purpose of providing public health services to the residents of Weber County and Morgan County.
5. Termination of Previous Agreements. Upon the execution of this Agreement by the Parties, any previous resolutions or agreements creating a health department among and between the Parties shall be terminated and made of no further effect, except that contracts and agreements between the Department and other entities presently in effect shall continue in full force and effect until their natural expiration, or as otherwise lawfully terminated.

**ARTICLE II**

**GOVERNANCE**

1. Board of Health. The Department shall be governed by a Board of Health (“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. Utah Code Ann. § 26A-1-109.
2. Purpose. The general purpose of the Board shall be to determine the general public health policies to be followed in the administration of the Department. The Board may adopt and enforce public health rules, regulations, and standards to accomplish this purpose. Utah Code Ann. §§ 26A-1-109(8) and 26A-1-121(1). Policies adopted by the Board shall be consistent with generally accepted principles of public health and preventative medicine.
3. Voting. Each member of the Board shall have one vote in any actions taken or proceedings adopted by the Board.
4. Meetings. Regular meetings of the Board shall be held approximately every month at a regularly specified date and time (in no event shall the Board go more than three months without convening a regular meeting). Utah Code Ann. § 26A-1-109(5)(a)(i). Meetings shall be organized and governed according to the Board’s established bylaws.
5. Records. Records of the Board shall be kept, managed, classified, and disclosed of in accordance with state and local law, including Utah’s Government Records Access and Management Act.
6. Board Membership.
	1. The Board shall consist of eleven (13) members comprised as follows:
		1. One (1) member of the Weber County Commission and one (1) Morgan County Council member shall be appointed by their respective legislative bodies to represent the participating counties.
		2. One (1) member shall be appointed by the Morgan County Council to serve in an at-large capacity.
		3. Two (2) members shall be appointed by the Weber County Commission to represent municipal interests: one (1) shall be recommended by Ogden City and one (1) shall be an elected official recommended by the Weber Area Council of Governments (“WACOG”). If a representative recommended by WACOG shall, for any reason, lose his/her status as an elected official, that person’s position as a Board member shall expire and the position shall be considered vacant.
		4. The remaining eight (8) member positions shall be appointed by the Weber County Commission as follows:
			* 1. one (1) recommended by the Weber Medical Society;
				2. one (1) recommended, on a rotating basis, by the Ogden, Morgan, and Weber school districts;
				3. one (1) recommended by Weber State University specializing in health administration and/or public health;
				4. one (1) recommended by Weber Human Services;
				5. one (1) recommended, on a rotating basis, by Ogden Regional Hospital and McKay-Dee Hospital;
				6. one (1) recommended by Midtown Community Health Center in Ogden representing at-risk populations; and
				7. two (2) to represent the following interests in at-large capacities: one (1) environmental and one (1) local business.
7. All Board members shall reside in either Weber County or Morgan County.
8. The thirteen (13) appointed members should be selected and appointed on the basis of their interest and/or experience in public health matters.
9. The length of an appointee’s term shall be as follows: all appointments shall be for three (3) years unless an appointee is filling the unexpired term of another member.
10. Removal. Except for the Weber County commissioner and the Morgan County council member who serve by virtue of their election to county office, removal of any Board member 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% of all Board meetings in a calendar year; and (d) an appointed representative of a municipality no longer holds the elected or appointed position with that municipality, which was held by the representative at the time of appointment to the Board. Any Board member removed for cause may request and receive a hearing before the county legislative body that appointed the member. A request for a hearing shall be made prior to the effective date for removal. Utah Code Ann. § 26A-1-109(2)(c).
11. Vacancies. Vacancies on the Board shall be filled as follows:
	1. Vacancies occurring in a member position shall be filled pursuant to the process specified in Article II, § 6.
	2. On or about October 1st of each year, Department administration will notify the appointing/recommending agencies of Board member terms that will expire that year in order to allow sufficient time for a replacement to be made when the member position becomes vacant.

1. Board Officers. The officers of the Board shall consist of a chairperson, a vice-chairperson, and such other officers as the Board may authorize, all of whom shall be elected or appointed by the Board from its own membership. Officers of the Board shall serve for two years, or until successors have been duly elected/appointed and qualified.
	1. Chairperson. The chairperson of the Board shall call and preside at all meetings of the Board and shall be an ex-officio member of all committees. He/she shall be responsible for reporting committee actions/discussions to the Board. He/she shall make an annual report to the Board at its annual meeting. He/she shall prepare the order of business for all meetings with due regard to expediting the business of the meeting and including therein any matters which may be ordered from time to time by the Board.
	2. Vice-chairperson. The vice-chairperson shall perform the duties and exercise the powers of the chairperson during the absence or inability of the chairperson to act, and shall have such further duties as may be prescribed from time to time by the Board.
	3. Secretary. The health officer shall serve as secretary to the Board. The health officer, or his/her designee, shall be responsible for the recording of all meetings and the preparation of minutes.
	4. Treasurer. As provided in Utah Code Ann. § 26A-1-118, the Weber County Treasurer shall serve as the treasurer of the Department. The Weber County Commission shall negotiate an equitable reimbursement to Weber County for the services of the treasurer.
	5. Legal Counsel. The Weber County Attorney’s Office shall serve as legal advisor to the Department in all civil matters involving the Department. Utah Code Ann. § 26A-1-120.
	6. Committees. The Board may establish any standing and/or special committees it deems appropriate in carrying out the business of the Department.
2. Ethical Standards. Board members shall familiarize themselves with and adhere to the provisions set forth in the Utah Public Officers and Employees’ Ethics Act. Utah Code Ann. § 67-16-1 et al.
3. Regulations and 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 the Department. Utah Code Ann. § 26A-1-109(8).
4. Health Officer. The Board shall select and appoint a health officer of the Department. The health officer shall serve as the chief administrative officer of the Department and as secretary to the Board (A statutory list of the health officer’s powers and duties may be found in Utah Code Ann. § 26A-1-110).

**ARTICLE III**

**POWERS AND DUTIES OF THE DEPARTMENT**

1. Authority. In addition to the authority and powers granted to a multi-county local health department under Utah Code Ann. § 26A-1-114, the Parties hereby grant to the Department, and the Department is hereby vested with, all rights, powers, privileges, and authority of the Parties that may be granted to the Department pursuant to the Act and the Cooperation Act. These rights, powers, and privileges include the authority to enforce health related ordinances adopted by the two counties and the municipalities, as well as local rules and regulations adopted by the Department.
2. Powers. Without limiting the foregoing, the Parties hereby grant the Department the power:
	1. to sue and be sued in its own name;
	2. to make and execute contracts, interlocal 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 Cooperation Act;
	3. 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;
	4. to receive property, grants, gifts, supplies, materials, contributions, and any benefit derived therefrom, for the provision of delivering health services;
	5. to arbitrate, mediate, and resolve disputes between the Parties relating to the provision of health services and to address and resolve all issues that may arise in connection with the provision of health services;
	6. to authorize and approve expenditures for the creation, maintenance, and operation of the programs, facilities, or services operated or maintained by the Department; and
	7. to appoint officers and hire employees to assist in carrying out the purposes of the Department;
	8. 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;
	9. the authority to enforce local health ordinances within the jurisdiction of any Party to this Agreement; and
	10. establish and collect appropriate fees for the performance of services and operation of authorized or required programs and duties.
3. Financing of Facilities. Subject to the limitations imposed under state or federal law, 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. Such means and methods may include any financing vehicle or mechanism designed to achieve the lowest possible rate of interest for the Department for the issuance of such obligations, the interest on which is excludable from the gross income of the owners thereof for the purposes of federal and/or State of Utah income taxation, including, without limitation, any lease/purchase arrangements pursuant to which the Department may enter into annual renewable release agreements subject to annual appropriation by the Board, the interest component with respect to which is excludable from gross income for federal and/or State of Utah income tax purposes. Any such lease/purchase arrangements may include the issuance by the lessor of such capital improvements or certificates of participation representing undivided fractionalized ownership in any lease payments to be made pursuant to the lease agreement.
4. Funding and Budget Approval.
	1. The Department obtains its financing from a variety of sources including state and federal grants and contracts, as well as contributions from Weber County and Morgan County. Nothing in this Agreement is intended to limit sources of funding for the operation and maintenance of the Department and its facilities.
	2. Weber County’s share of the funding of the Department is presently made pursuant to Utah Code Ann. § 26A-1-117(2)(b), which provides for a separate ceiling exempt tax under Utah Code Ann. § 59-2-911, not to exceed .0004 per dollar of taxable value of taxable property.
	3. Morgan County’s contribution is presently based on a formula which is attached hereto as “Exhibit A” That formula may be revised pursuant to agreement between the Board and Morgan County without further modification to this Agreement.
	4. The Department may also seek additional funding from the municipalities and two counties that are parties to or served by this Agreement.
	5. Pursuant to Utah Code Ann. §26A-1-110(2), the Weber County Commission is designated as the entity to whom the health department budget shall be presented for review, amendment, and approval.

**ARTICLE IV**

**DUTIES OF WEBER-MORGAN HEALTH DEPARTMENT**

1. Duties. In addition to the powers and duties of the Department granted pursuant to the Utah Code Annotated § 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 Party is required to provide and perform pursuant to applicable law:
	1. Establish and maintain either directly or by contract, programs and services mandated by law;
	2. Provide input and comment on new and revised policies established by State agencies;
	3. Establish mechanisms to provide direct citizen input;
	4. Comply with all applicable state and federal statutes, policies, audit requirements, and any directives resulting from those audits, and contract requirements;
	5. Comply with the requirements and procedures of the Act and the Cooperation Act;
	6. Maintain a complete record of all the acts, affairs of the Department, meetings of the Board, and present an annual report of the activities and finances of the Department upon request to the Parties;
	7. Authorize and approve expenditures for the creation, maintenance and operation of the programs, facilities, and services created as a result of this Agreement;
	8. Select and appoint a health officer of the Department and by this act sanction:
		1. the employment of staff, agents, and representatives;
		2. 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
		3. all other work reasonably necessary to accomplish the purposes for which the Department was created.

**ARTICLE V**

**TERM OF THE INTERLOCAL AGREEMENT**

1. Term. The term of this Agreement shall be fifty (50) years from the effective date.
2. Termination. This Agreement may be terminated at any time by the service of a notice of termination by a Party upon the other Party in accordance with the provisions in Utah Code Ann. § 26A-1-122. Said notice of termination shall be in writing and shall be served on the other Party’s county executive and also upon the chairperson of the Board. Notwithstanding the foregoing, no party may terminate this Agreement during the term of any agreement entered into by the Department to finance the acquisition or constitution of capital improvements for the Department, unless appropriate and acceptable provisions are made whereby such existing agreement is assumed by any Party, and such provisions are approved in writing under such lease/purchase agreement.

**ARTICLE VI**

**MISCELLANEOUS**

1. Warranties of Parties. Each Party hereby represents and warrants that:
	1. it is a public agency or public entity within the meaning of the Act and the Cooperation Act; and
	2. it is duly authorized to execute and deliver this Agreement; and
	3. there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which it is a party or to which any of its property is subject which if determined adversely to such Party would individually, or in the aggregate: a) effect the validity or enforceability of this Agreement, or b) otherwise adversely affect the ability of such Party to comply with its obligations hereunder or the transactions contemplated hereby.
2. Documents on File. Executed copies of this Agreement shall be placed on file in the office of the Keeper of the Records of each of the Parties and shall remain on file for public inspection during the term of this Agreement.
3. Non-Assignability. Neither the Department, nor the Parties shall transfer or delegate any of its rights, duties, powers or obligations under this Agreement without the consent of the other Party.
4. Amendment. This Agreement may be changed, modified, or amended by written agreement of the Parties, upon adoption of a resolution by each of the Parties and approval as to form by each respective attorney, and upon meeting all other applicable requirements of the Cooperation Act; provided, however, that this Agreement shall not be amended during the term of any lease/purchase agreement contemplated by this Agreement and entered into by the Department without the prior consent of the lessor under such lease/purchase agreement.
5. Effective Date. This Agreement shall become effective immediately upon the execution of a resolution approving this Agreement by each of the Parties, which shall include the approval as to form by each of the respective attorneys.
6. Sole and Exclusive Agreement. Upon and after the effective date of this Agreement, this Agreement shall constitute the sole and exclusive agreement between the Parties relative to the operation and management of the Department and the joint exercise of the powers, privileges, and authority of the Parties.
7. 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.
8. 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 the applicable law.
9. 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.
10. Broad Construction. It is the intention of the Parties 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 applicable law.
11. Counterparts. A duly executed original counterpart of this Agreement, together with an originally executed approving resolution of the governing body of each Party hereto, shall be filed with the keeper of records of each such Party and shall remain on file for public inspection during the term hereof.
12. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts and law upon which this Agreement is based. Each of the Parties relies upon its own understanding and legal counsel for the relevant law and facts, information, and representations based upon its own due diligence and investigation.
13. No Third Party Beneficiary. Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.
14. Indemnification. The Department shall defend and hold the Parties, 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 Parties 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 Party(ies), their officers, agents, or employees. The Department and Parties are governmental entities under the Utah’s Governmental Immunity Act. None of the Parties intend to waive any defenses or limits of liability otherwise available under that Act, and nothing in this Agreement shall be construed to waive any defenses or limits of liability.

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

*[Signatures on Following Pages]*

BOARD OF COUNTY COMMISSIONERS

OF WEBER COUNTY

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 James H. “Jim” Harvey, Chair

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ricky Hatch, CPA

Weber County Clerk/Auditor

# Approved as to form and compliance

with applicable law:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County Attorney

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MORGAN COUNTY

By:

COUNTY COUNCIL

ATTEST:

County Clerk

# Approved as to form and compliance

with applicable law:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County Attorney

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_