

**AGREEMENT BETWEEN THE UTAH OFFICE OF THE MEDICAL EXAMINER AND  
WEBER COUNTY EMERGENCY MANAGEMENT FOR THE STORAGE,  
DEPLOYMENT, AND MAINTENANCE OF A PORTABLE MORGUE TRAILER**

This Agreement is entered into by and between Weber County, a political subdivision of the State of Utah (“County”), and the Office of the Medical Examiner (“Medical Examiner”), a division of the Department of Health and Human Services, hereinafter referred to jointly as “Parties” or individually as “Party.”

**WITNESSETH**

**WHEREAS**, the Region 1 Homeland Security Coalition purchased Morgue equipment (“Portable Morgue Equipment”) with SHSP funding and assigned Weber County as the steward over the equipment;

**WHEREAS**, the County stores the Portable Morgue Equipment in two cargo trailers which will allow the equipment to be easily transported for deployment as necessary;

**WHEREAS**, in the event of a mass casualty incident, the Medical Examiner would send personnel to the scene to use the Morgue equipment, but the Medical Examiner does not have the ability or the personnel available to store, deploy, or maintain the Portable Morgue equipment; and

**WHEREAS**, the County Emergency Management has space and personnel available to store and maintain the Portable Morgue Equipment and is willing to store and maintain it;

**NOW THEREFORE**, upon the mutual promises and other good and satisfactory consideration, the Parties agree as follows:

**PURPOSE OF AGREEMENT**

1. The purpose of this agreement is to specify the responsibilities of the Parties in storing and maintaining the Portable Morgue Equipment. Having access to a Portable Morgue Equipment will allow the Parties to effectively respond to mass fatality incidents in the State of Utah.

**PORTABLE MORGUE SPECIFICATIONS**

2. The Portable Morgue Equipment consists of two trailers loaded with the equipment listed in Exhibit A.

**RESPONSIBILITIES OF THE PARTIES**

3. The Medical Examiner agrees as follows:

- a. To contact Weber County Emergency Management directly when the Portable Morgue Equipment is needed for exercises or for real mass casualty incidents;
- b. To hold regular training with partnering agencies on the use of the equipment;
- c. To assist in the payment of extended deployments for any Logistics Team time/overtime as specified below in paragraph 4.d.

4. Weber County agrees as follows:

- a. To store the Portable Morgue Equipment in a secure area to protect it from theft and damage;
- b. To perform maintenance by keeping the tires in good repair;
- c. To provide a Logistics Team comprised of correction officers from the **Weber County Sheriff's Office that can deploy and assist in setting up the equipment**;
- d. To pay for the time/overtime of the Logistics Team for two hours of transport time and four hours of set up and exercise time. If the Logistics Team is needed for more than 8 hours, the Medical Examiner will reimburse the County for that cost;
- e. To be responsible for the licensing, storage, maintenance and exclusive deployment of the Portable Morgue equipment.

## **INDEMNIFICATION**

5. Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials, or employees, and **neither Party will be liable for the other Party's negligent, reckless, or intentional acts or omissions**. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. The terms of this paragraph will survive the termination of this Agreement.

## **GOVERNMENTAL IMMUNITY**

6. The Parties are governmental entities as set forth in the Governmental Immunity Act of **Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act")**. The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this Agreement are considered within their current scope of employment with each Party.

## **ACTIVATION**

7. The Portable Morgue Equipment can only be activated at the direction of the Medical Examiner. For training exercises, the Medical Examiner shall provide notice at least two weeks in advance.
8. When the Medical Examiner requests to activate the Portable Morgue Equipment, the Medical Examiner shall notify Weber County Emergency Management. The County shall then transport the Portable Morgue Equipment to the desired location at the desired time.

### **CAPACITY TO ENTER INTO AGREEMENT**

9. The persons executing this Agreement on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Agreement on behalf of the entity for which they sign.

### **TERM OF AGREEMENT**

10. This agreement is effective as of December 1, 2025 and will continue through November 30, 2030 unless terminated earlier as provided herein.
11. Any Party may terminate the agreement by giving 90 days prior written notice to the other Parties.
12. After November 30, 2030, this agreement will automatically renew on a year-by-year basis until it is terminated, in writing, by one of the Parties.

### **MISCELLANEOUS**

13. Amendment. This agreement may be modified or amended only by written agreement of the Parties.
14. Assignment. The Parties shall not assign their benefits or obligations under this Agreement to any other person or legal entity without the prior written consent of the other Parties.
15. Employment Status. The Parties acknowledge and agree that no Party will supply any staff to assist in providing the services provided pursuant to this agreement.
16. Entire Agreement. This agreement shall constitute the entire agreement between the Parties and any prior agreement, understanding or representation of any kind preceding the date of this agreement shall not be binding upon the Parties except to the extent incorporated in this agreement.
17. Filing of Agreement. An executed counterpart of this agreement shall be filed with the keeper of the records of each of the Parties.
18. Governing Law. This agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this agreement.

19. **Consideration.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the receipt and sufficiency of which are acknowledged by the Parties by execution of this Agreement.
20. **Relationship of Parties.** Each Party acknowledges and agrees that no governmental or corporation or joint venture relationship is created by this Agreement. Furthermore, no Party shall be considered an agent of another Party. Rather, each Party maintains its separate and distinct governmental entity status.
21. **No Separate Entity.** This agreement shall not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this agreement.
22. **No Third Party Beneficiaries.** This agreement is not intended to benefit any party or person not named as a Party specifically herein, or which does not later become a signatory hereto as provided herein.

WEBER COUNTY, a public corporation of the State of Utah

By \_\_\_\_\_  
Gage Froerer, Chair      Date \_\_\_\_\_

ATTEST:

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Ricky Hatch, CPA  
Weber County Clerk/Auditor

DEPARTMENT OF HEALTH and HUMAN SERVICES, a department of  
the State of Utah

By Tracy Gruh (Nov 23, 2025 21:00:56 MST) Date

MEDICAL EXAMINER, a division of the Department of Health and Human Services

By  Krisann Humphreys Bacon (Nov 20, 2025 11:57:21 MST)  
Date

# EXHIBIT A

## EQUIPMENT INVENTORY 2019 H&H Gooseneck Trailer

ITEM	DESCRIPTION	COUNT	Location/Notes
Hand Wash Station	2 sink manual pumped	2	
Pop up	10X10 White with Sides	6	10 additional to be ordered
Water Hoses	50 foot length	4	Hose Tote
Fingerprinting Station Kit	Multiple supplies	2	Finger print Totes
Anthropology Station Kit	Multiple supplies	1	Anthropology Tote
Pathology Station Kit	Multiple supplies	2	Pathology Totes
Odontology Station Kit	Multiple supplies	1	Odontology Tote
Admitting/Admin Station	Multiple supplies	1	Admit/Admin Tote
Tarps/Tiedowns	Multiple supplies	1	Tarp/Tiedown Tote
Electrical Supplies	Multiple supplies/Extention Cords etc.	2	Electrical Supplies Totes
Instrument Cart	Rolling Stainless Steel	1	
Porta Cool	Mobile A/C units	2	
Light Packs	Green Four light w/stands	17	8 loose 9 in large U-line tote
Spider Box	220 to 110 electrical supply	12	1 in electrical tote/ 5 loose 6 in U-line tote
Autopsy Table	Rolling Stainless Steel	6	
Lifetime Table	8 foot	2	
Lifetime Table	6 foot folding	10	
Instrument Table	Stainless Steel/Folding 6 foot	10	
Cable Protector	5 channel	6	
Lifetime Chair	folding	6	
Bio waste Container	Red 30 gallon	2	
Bio waste Container	Red 5 gallon	3	
Sharps Disposal Container	Red multiple in tote	1	
Misc. PPE	Gloves/Apron/Boot covers etc.	4	PPE totes

**EQUIPMENT INVENTORY**  
**Morgue Support Trailer**  
**2005 Wells Cargo Trailer**

ITEM	DESCRIPTION	COUNT	NOTES
Sample Jars	Wide Mouth Plastic 140 per case	22 cases	
Sample Jar lids	White Plastic 144 per case	21 cases	
Trash Can	Black 44 gal	2	
Trash Can	Red 44 gal	3	
Trash Can	Red 33 gal	3	
Trash Bag	Clear 40-45 gal 100 per case	11 cases	
Trash Bag	Red Biohazard 33 gal 100 per case	11 cases	
Grocery Bag	Brown paper 500 per case	2 cases	
Plastic Sheeting	1 mil clear plastic 12"x400' per roll	1 roll	
Cutting Board	White Plastic 6 per case	10 cases	
Huck Towel	Blue Cotton 16"x24" 140 per case	12 cases	
Small Tote	Gray Plastic	4	
Lifetime Chairs	White Folding 4 per case	3 cases	
Scale	Postal Scale	2	
Envelope	White 9"x12" self sealing	500	
Envelope	White 6"x9" self sealing	500	
Envelope	White 3"x5" self sealing	500	
Office Supplies	Misc pens, markers, tape etc	1 box	
Small Tote Wagon		1	
In Warehouse, not stored in Trailer			
Z50, DX16-50 Kit			
Kikkor ZDX 16-50mm Camera	Cameras	5	
Hoya NXT Plus UV Filters for cameras	filters	5	
Memory Cards	Delkin Devices Rugged Black SD UHS-I V30 memory card	5	

## Attachment B - Rate Table

Category	Detail	Notes
<b>Hourly Rate</b>	\$75 per hour	Per Logistic Team member.
<b>Typical Team Size</b>	2 members	Total labor cost is typically \$150/hour.
<b>Billable Time</b>	Travel to location, Time at location, Travel back to Weber County Warehouse	Time is charged from leaving until returning to the Weber County Warehouse.
<b>Non-Billable Services</b>	A two-day training	No charge.
<b>Deployment Exclusion</b>	A deployment that is not longer than 2 days	No charge.
<b>Fuel Reimbursement (Standard)</b>	No charge within Northern Utah (From Idaho Border to Provo)	Fuel costs are covered by Weber County for local travel.
<b>Fuel Reimbursement (Exception)</b>	May be requested for travel <b>south of Provo</b> or a greater distance	Only for long-distance travel outside the standard area. GSA rates must be utilized for mileage. (Mileage is charged to travel more than 86 miles north or south of Ogden and to travel across state lines)