FIRST AMENDED WASHINGTON COUNTY
MUTUAL AID AGREEMENT

This agreement is made pursuant to Utah Code Annotated, 11-13-202(1) *et seq.* (1953, as amended), which authorizes the joint and cooperative exercise of powers common to the parties hereto. The following governmental entities are parties to this Agreement.

City of Enterprise
City of Hildale
City of Hurricane
City of Ivins
City of La Verkin
City of Santa Clara
City of Springdale
City of St. George
City of Washington
Town of Apple Valley
Town of Leeds
Town of New Harmony
Town of Rockville
Town of Toquerville
Town of Virgin

Washington County

Angel Springs Special Service District
Ash Creek Special Service District
Big Plains Water and Sewer Special Service District
Dammeron Valley Special Service District
Dixie Deer Special Service District
Hurricane Valley Fire Special Service District
Gunlock Special Service District
New Harmony Special Service District
Northwestern Special Service District
North Central Fire Special Service District
Pine Valley Special Service District
Rockville/Springdale Fire Protection Special Service District
Diamond Valley Special Service District
Southwestern Special Service District
Flood Control Authority
Washington County School District
Washington County Water Conservancy District

WHEREAS, the Mutual Aid Agreement was executed in 2008 and has a term expiring December 31, 2017; and

WHEREAS, the parties desire for the Agreement to renew automatically for additional ten year terms upon the expiration of each term of the Agreement; and

WHEREAS, the Washington County Flood Control Authority and the Washington County Water Conservancy District desire to become a party to this Agreement; and

WHEREAS, the parties wish to provide for their mutual assistance to provide for the public safety, public order, and other emergency incidents; and

WHEREAS, the parties also intend by this agreement to commit to support and assist each other with incidents or emergencies, by providing their available resources whenever possible, subject to the sole discretion of each party to determine what personnel, equipment, materials, and other resources it can reasonably provide in the circumstances, to assist each other as set forth in this agreement.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth in this agreement, the parties do hereby agree as follows:

1. **Definitions** as used in this agreement:
    a. **"Agent"** or **"Agencies"**, mean the fire, police, or sheriff departments of Washington County, municipalities, and special service districts, which are parties to this agreement.
    b. **"Emergency"**, means any incident involving public safety related to hazardous materials protection and suppression as well as a *"disaster"* as defined by Utah Code Annotated, 53-2a-102(4) (1953, as amended); a *"state of emergency"* as defined by Utah Code Annotated, 53-2a-102(11) (1953, as amended); a *"local*

emergency" as defined by Utah Code Annotated, 53-2a-202(2) (1953, as amended); or any other incident in which there exists a threat to public health, welfare, safety, or property under emergency conditions.

c. **"Requesting Official"**, means the person designated by a Party who is responsible for requesting assistance from other parties.

d. **"Requesting Party/Agency"**, means a party that requests assistance from other parties.

e. **"Responding Official"**, means the person designated by a party who is responsible to determine whether and to what extent that party should provide assistance to a Requesting Party.

f. **"Responding Party/Agency"**, means a party that provides assistance to a Requesting Party.

g. **"Resources"**, means the personnel, equipment, materials and other resources of each party to this agreement and specifically including, but not limited to law enforcement, fire departments, and public works officials.

h. **"Responsible Party"**, means a third person, which caused the incident or emergency and/or the third person's liability insurance carrier.

2. **Procedure**:

a. **Request for assistance.** Whenever there is an emergency and in the opinion of a Requesting Official, there is a need for assistance from other parties, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.

b. **Response to request.** Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources.

c. **Recall of assistance.** The Responding Official may at any time recall such assistance when in his or her best judgement or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so. The Responding Official shall notify the on-scene Incident Commander of the recall of assistance and shall, if reasonably possible, coordinate the recall of assistance with the on-scene Incident Commander in such a manner that there will be a minimum effect on the emergency services available at the scene.

d. **Command of scene.** The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the on-scene Incident Commander or the designated liaison officer of the Requesting Party until the Responding Party withdraws assistance. The Requesting Party, or other party in charge of the scene, shall coordinate commands through the highest-ranking official of the Responding Party on scene, unless otherwise agreed to by the parties, or requested by a State Emergency Official.

3. **Qualifications of Personnel**: Each Party participating in an emergency shall determine the qualifications of the personnel that it assigns or utilizes in responding to the emergency, whether volunteers or employees.

4. **Personnel Status**:

   a. **Employee Status**. The personnel assigned or utilized in the performance of the services as required under this agreement shall at all times be deemed and remain as employees of their respective agencies. Employees of responding agencies shall not be considered as employees of the requesting agencies.

   b. **Workers' Compensation**. Each party shall maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing services or assistance pursuant to this agreement.

5. **REIMBURSEMENT**

   a. Cost for response during the first operational period of an event shall be the responsibility of the Responding Party. Except as otherwise provided below, it is understood that Requesting Party shall reimburse the Responding Party for the following documented costs and expenses incurred by Responding Party as a result of extending aid and assistance to Requesting Party past the first operational period.

      1. Personnel – During the period of assistance, Responding Party shall continue to pay its employees their normal and customary wages, including overtime when necessary, according to any then prevailing ordinances, rules, regulations, and/or agreements.
      2. Equipment – Responding Party shall be reimbursed by Requesting Party for the use of its equipment during the period of assistance according to established FEMA equipment rates.

3. Material and Supplies – Responding Party shall be reimbursed for all materials and supplies furnished by it, used, or damaged during the period of assistance. The Requesting Party shall not be responsible for reimbursing Responding Party for the costs of any damage caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Responding Party's personnel. Responding Party's personnel shall use reasonable care at all times in the use and control of all materials and supplies used by them during the period of assistance. The measure for reimbursement for materials and supplies shall be determined in accordance with FEMA and State of Utah reimbursement policies. In the alternative, the parties may agree in writing that Requesting Party will replace the materials and supplies used or damaged, with materials and supplies of like kind and quality.

b. Record Keeping – Requesting Party shall provide information, directions, and assistance for record keeping to Responding Party's personnel; Responding Party shall maintain records and invoices for reimbursement.

c. Billing and Payment – Responding Party shall send an invoice for reimbursable costs and expenses, together with appropriate documentation as required by Requesting Party, as soon as practicable after said costs and expenses are incurred, but not later than forty-five (45) days following the period of assistance. Requesting Party shall pay the bill, or advise of any disputed items, not later than sixty (60) days following the billing date.

6. Inspection of Records – Responding Party agrees that it shall make its records regarding costs and expenses for assistance provided under this Agreement available for audit and inspection upon request by the Requesting Party, the State of Utah, and the federal government, and shall maintain such records for such time period as is defined in Utah Code for Records Retention. Waiver of Reimbursement

   a. A Responding Party jurisdiction may waive, in writing, any rights to reimbursement under this agreement.

   b. Waiver of any reimbursable right shall specify each item waived in order to provide notice to the Requesting Party.

   c. Waiver of any reimbursable right shall be delivered to the requesting jurisdiction no later than 90 days after the termination of mutual aid assistance.

7. **Reimbursement of Costs By Responsible Party** If there is a Responsible Party, all participating parties may be reimbursed for its costs, expenses, and damages to or loss of its own equipment from the Responsible Party. If each party cannot be wholly reimbursed from the Responsible Party, each of the parties shall be reimbursed its *pro rata* share of the funds available from the Responsible Party.

8. **Indemnification and Insurance**: The Requesting Party agrees to indemnify and save harmless the Responding Party and the employees of the Responding Party, if they are acting within the course and scope of their duties under direction of the Requesting Party, from all claims, suits, actions, damages and costs of every kind, including but not limited to reasonable attorney's fees, and court costs arising or resulting from the performance or provision or services and materials by the Responding Party to the

Requesting Party under this agreement, unless such claims are the result of the sole negligence of the Responding Party or the employees of the Responding Party when acting outside the scope of the Requesting Party's requested assistance or in violation of the Requesting Party's direction.

9. **Liability**: No party to this agreement or any officer of any Party shall be liable to any other Party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both described in this agreement.

10. **Effect on Other Agreements**: This Agreement shall not supersede or repeal any existing agreements between the parties except as the specific provisions of this agreement are in conflict with such other agreements. In all other respects, the terms and conditions of such other agreements shall remain in full force and effect.

11. **Term**: The term of this First Amended Agreement shall expire on December 31, 2027 and shall automatically renew for successive ten (10) year terms thereafter (each a "Renewal Term") unless the parties agree in writing to terminate the Agreement.

12. **Amendment of or Withdrawal from Agreement:**

    a. Amendment. This Agreement may be amended only in writing by mutual agreement of the Parties.

    b. Withdrawal from Agreements. Any Party may withdraw from this Agreement at any time by providing written notice to the Washington County Director of Emergency Operations and to all Parties.

13. **Effective Date of Agreement:** This Agreement becomes effective as to each Party upon approval by that Party's governing body and upon execution by that Party's designated official. This Agreement shall be submitted to the authorized attorney of

each Party for approval as to form and compliance with applicable law. This Agreement may be executed in counterparts. In the event that not all of the named parties approve and sign this Agreement, nonetheless, this Agreement shall be binding upon those parties that do approve and sign it. Each Party shall keep an executed copy of the Agreement for its records and forward one executed copy to the Washington County Director of Emergency Operation.

14. **Additional Parties:** Subsequent parties (e.g., newly incorporated municipalities, or newly formed special service districts) may become a Party to this Agreement, as if said Party was an original Party to the Agreement, by signing this Agreement in counterpart and filing the signed Agreement with the Washington County Director of Emergency Operation.

15. **Severability:** If any provision or provisions of the Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(Signature pages to follow.)

SIGNATURE PAGE FOR FIRST AMENDED MUTUAL AID AGREEMENT WHICH AUTHORIZES THE JOINT COOPERATION AND EXERCISE OF POWERS TO PROVIDE FOR THE PUBLIC SAFETY, PUBLIC ORDER AND OTHER EMERGENCY SERVICES

CITY OF IVINS

_____ _____

Date

ATTEST:

_____

(Seal)

Approved as to Form:

_____