

**AGREEMENT FOR USE OF FACILITIES AND RESOURCES
DURING LOCAL EMERGENCY OR DISASTER**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the DUCHESNE COUNTY, a political subdivision of the State of Utah (hereinafter referred to as "COUNTY"), and DUCHESNE COUNTY SCHOOL DISTRICT, (hereinafter referred to as DCSD).

WITNESSETH:

WHEREAS, the COUNTY desires to establish a formal agreement with DCSD for purposes related to emergency and disaster response and recovery within all territory under Duchesne County jurisdiction and as defined in the Disaster Response and Recovery Act , Title 63K of Utah Code; and

WHEREAS, massive national, state and local disaster planning efforts are underway under the umbrella of overall homeland security and all-risk/all hazards domestic preparedness, including active planning for mass casualty treatment, and temporary shelter locations; and

WHEREAS, the Duchesne County Emergency Operations Plan provides a framework for COUNTY interaction with the private sector and nongovernmental agencies and incorporates the potential use of privately-owned facilities located throughout Duchesne County, because these facilities are optimal locations for: (1) a receiving area, (2) a sheltering facility, (3) a triage/ treatment area; and

WHEREAS, certain privately-owned facilities can be reasonably secured, are designed to manage flow of large numbers of people, and contain extensive fixed shelter space and mass food and restroom facilities; and

WHEREAS, these sites could be used for: (1) a receiving area, (2) a sheltering facility, and/or (3) a triage/ treatment area; and or all functions, dependent on the scope and depth of the disaster; and

WHEREAS; although the likelihood of both functions operating simultaneously

in a major disaster is somewhat low, there is a significant public need for use of DCSD facilities that might arise during a local emergency or disaster.

NOW, THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM AND TERMINATION. The term of this AGREEMENT shall commence on the date first above written, and shall continue in effect until such time as either party opts to terminate it. With or without cause, either party may terminate this AGREEMENT at any time upon giving written notice to the other party not less than thirty (30) days in advance of the proposed termination date.

2. EMERGENCY: It is intended with this Agreement that DCSD shall provide use of its facilities located in the COUNTY for use by COUNTY during such time as an emergency is declared in accordance with the Duchesne County Emergency Operations Plan. For purposes of this Agreement, "emergency" means any urgent major or potentially major situation involving public safety, public health, fire, criminal activity, or public order; a "disaster", "state of emergency", or "local emergency".

3. RESPONSIBILITIES: It is the responsibility of DCSD to comply with each of the following:
 - a. DCSD agrees that, during or after meeting its responsibilities to students and personnel, it will permit the COUNTY to use its facilities for: (1) a receiving area, (2) a sheltering facility, and/or (3) a triage/treatment area sites, for the victims of natural or man-made disasters, to the extent of its ability and upon request by the COUNTY during all times an emergency exists.

4. COUNTY RESPONSIBILITIES: It is the responsibility of the COUNTY to comply with each of the following:
 - a. The COUNTY will only request the use of sites in the event of a man-made or natural emergency where (1) a receiving area, (2) a sheltering facility, and/or (3) a triage/treatment area site is deemed necessary by the Sheriff, Emergency Manager in conjunction with the Duchesne County Emergency Operations Plan.

 - c. COUNTY representative will seek approval by the DCSD representative

as designated by DCSD, prior to the opening of a (1) a receiving area, (2) a sheltering facility, and/or (3) a triage/treatment area sites.

- d. COUNTY will provide mass care shelter set-up or operations, consistent with the Duchesne County Emergency Operations Plan.
- e. COUNTY agrees that it shall exercise reasonable care in the conduct of its activities in DCSD's facilities.
- f. COUNTY agrees to have a walk through with DCSD officials prior to opening the facility and agrees to maintain & return the facility back to DCSD in the condition found prior to use.

5. NON-ASSIGNMENT OF AGREEMENT: DCSD shall not assign or transfer this AGREEMENT or any interest herein without the prior written consent of COUNTY. If any assignment is approved, all provisions of this AGREEMENT shall extend to and include the executors, administrators, heirs, and successors.

6. NOTICES: Any notice given by either party to the other under this agreement shall be in writing, served by prepaid certified mail or personally upon the other party, addressed as follows:

TO COUNTY:
Duchesne County Emergency Management
Emergency Manager
734 North Center Street
Duchesne, UT 84021

TO DCSD:
Duchesne County School District
Superintendent
1010 East 200 North
Roosevelt, UT 84066

7. NONDISCRIMINATION: Both parties agree to abide by all applicable federal and state laws prohibiting discrimination against any employee, applicant for employment, or patient because of race, color, religion, sex, age, handicap, or place of national origin.

8. PARTIAL INVALIDITY: If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9. ENTIRE AGREEMENT- AMENDMENTS: Any modification of the AGREEMENT shall be effective only if it is in writing and signed by both parties.

10. INDEPENDENT CONTRACTOR: It is understood that DCSD is not an employee or agent of COUNTY. This AGREEMENT is not intended and shall not be construed in any manner to create an employee-agency or master-servant relationship, nor does this AGREEMENT create a partnership, joint venture, or association between COUNTY and DCSD. No employee, officer, or agent, as the case may be, of DCSD shall have any claim whatsoever against COUNTY under this AGREEMENT or otherwise for compensation or benefits of any kind including, without limitation, vacation, sick leave, retirement, Social Security, Workers' Compensation, unemployment, or disability insurance benefits. It shall be the sole obligation of DCSD to withhold the appropriate amounts of federal and State income taxes and Social Security taxes from employee compensation and to provide Workers' Compensation, disability, and/or unemployment insurance for its employees as required by law.
11. INDEMNIFICATION: The County agrees to indemnify the DCSD for any damage to its property caused by use under this Agreement.
12. AUTHORITY TO BIND COUNTY: It is understood that DCSD, in DCSD's performance of any duties under this AGREEMENT, has no authority to bind COUNTY to any agreements or undertakings.
13. MODIFICATIONS OF AGREEMENT: This AGREEMENT may be modified in writing only, signed by the parties in interest at the time of the modification.
14. CHOICE OF LAW/VENUE: The parties hereto agree that the provisions of this AGREEMENT will be construed pursuant to the laws of the State of Utah. This AGREEMENT has been entered into and is to be performed in the County of Duchesne. Accordingly, the parties agree that the venue of any action relating to this AGREEMENT shall be in Duchesne County.

IN WITNESS WHEREOF, the parties have entered into this AGREEMENT as of the date first hereinabove written.

DUCHESNE COUNTY

DUCHESNE COUNTY SCHOOL DISTRICT

Commission Chair

Board President