

**INTERLOCAL AGREEMENT FOR THE PROVISION
OF CERTAIN ADMINISTRATIVE SERVICES**

This Agreement is made effective the 1st day of July, 2023, by and between Weber County, a political subdivision of the State of Utah (“County”) and the Weber Area Dispatch 911 and Emergency Services District (“District”), with County and District collectively referred to as the “Parties.”

RECITALS

WHEREAS, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended (“Interlocal Cooperation Act”) authorizes public agencies to enter joint agreements for their mutual benefit; and

WHEREAS, the Parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, the provision of effective and efficient core administrative services requires trained personnel with expertise in a variety of areas; and

WHEREAS, Weber County has the personnel and expertise to provide such services and is willing to provide such services pursuant to the terms of this Agreement; and

WHEREAS, the Board has determined that it is in its interest to contract with the County for the provision of administrative services;

NOW THEREFORE, for the reasons recited above, and in consideration of the mutual covenants and agreements contained herein, County and District, do mutually agree and undertake as follows:

**SECTION ONE
TERM**

- A. This Agreement shall be for a period of five years, commencing on July 1, 2023, and it shall continue until June 30, 2028, unless otherwise terminated as herein provided.
- B. Any Party may terminate any rights and obligations under this Agreement at any time by giving 90 days written notice of its intent to withdraw from this Agreement.

**SECTION TWO
SCOPE OF ADMINISTRATIVE SERVICE**

- A. Payroll. County shall provide payroll and benefit services through the Weber County Human Resources Department as follows:

1. Process payroll on a bi-weekly schedule;
2. Provide the necessary guidelines for District to submit the bi-weekly time information for the processing of payroll;
3. Provide adequate staff capable of assisting District personnel with questions and paperwork for pay status changes and benefits;
4. Provide for direct deposit to various financial institutions in the Weber County area, and provide any information in electronic form (pay stubs) for distribution to employees;
5. Provide for payroll deduction of any benefits listed below, plus additional future deductions (i.e., association dues);
6. Post and advertise for open positions and accept applications for those positions, provided however that the District shall pay County for any costs of advertising; and
7. Provide consultation regarding personnel matters as needed.

B. Benefits Administration. Benefits Administration shall also be through the Human Resources Department of Weber County as follows:

1. Utah State Retirement System – Administer the deduction of employee costs from pay, and submit with employer portion to the proper location; Make enrollment and member change forms available, and process as needed;
2. 401K and 457 Retirement Programs – Provide a 401K and 457 retirement program, making necessary deductions and submissions;
3. Federal, Utah State and FICA deductions – Make necessary deductions and submissions proper payments and records information to proper institutions;
4. Unemployment Insurance – Submit the necessary payments and documents as required;
5. Health Insurance – Provide health insurance coverage at County coverage cost, with options for Family, 2-Party, or Single coverage; administer the program, submit necessary payments and process new enrollment and change forms;
6. Dental Insurance – Provide dental insurance program at County coverage cost with options for Family, 2-Party, or Single coverage; Administer the program, submit necessary payments and process new enrollment and change forms;
7. Life Insurance – Provide details of a life insurance program with options for purchasing additional coverage for the employee and/or depends; Submit necessary payments and process new enrollment and change forms;
8. Long and Short Term Disability – Administer in accordance with program;
9. Cafeteria Plan – Pre-tax medical and child care reimbursement plans;
10. Administration of Benefits – Provide all day annual benefits meeting (to

accommodate attendance of all employees) at the time of open enrollment; Process enrollment of new employees at least every two weeks; Provide sufficient staff to answer questions and process employee change forms throughout the year;

11. Process all year-end tax information to include W-2 forms and submit to the appropriate agencies in a timely manner. Provide for distribution to employees of District;
12. Submit requirements for payment by agency for total costs of payroll and benefits.

C. Accounting and Financial Services. Accounting and Financial Services shall be provided by the Weber County Clerk/Auditor's Office and the Treasurer's Office as follows:

1. Set up accounts for District, separate from other accounts managed by the County;
2. Process accounts payable and receivable, in accordance with the District's finance policies;
3. Provide assistance with issuing tax anticipation notes or other forms of indebtedness as may be necessary;
4. Provide the necessary guidelines for District to process requests for payments, etc., according to the requirements;
5. Provide an electronic means by which to track all accounts, balances and expenditures;
6. Meet at least quarterly with the communications District Director to provide assistance in developing, following, and recommending adjustments to the annual operating budget, meeting all state and federal requirements for filing;
7. Provide necessary documentation and access to all records relating to the accounts, deposits and expenditures of the agency, as needed, and it's assignees in relation to any and all audits conducted.

D. Audit Services. Audit and Actuarial Services shall be provided by an external auditor or specialist contracted through the County but paid for by the District in coordination with the County Clerk/Auditor's Office or separately as approved by the governing authority of the District. The audit shall require the following:

1. Provide for an external Audit which shall examine the financial statements and records of the entity and shall provide an auditor's opinion of the entity's financial statements; Such financial statements shall be prepared in conformity with generally accepted accounting principles;
2. In association with the annual County Audit require the external auditor to Issue a compliance report based on an audit of general purpose or basic financial

statements and a report on the internal control structure; both in accordance with Government Auditing Standards;

3. Require the external auditor to prepare and include a statement expressing positive assurance of compliance with State fiscal laws identified by the state auditor and other financial issues related to the expenditure of funds received from Federal, State or Local governments;
4. Require the external auditor to include in the District's comprehensive management letter findings and recommendations relative to District's internal accounting and administrative controls, compliance with laws and regulations as applicable and adherence to generally accepted accounting principles.

SECTION THREE COMPENSATION

- A. District shall pay the \$130,000 per year in four equal quarterly installments for each year this agreement is in effect. Each year during the month of May, the parties shall perform a cost allocation assessment to determine if the cost to the District is appropriate. If the parties do not amend this agreement to adjust the cost based on the cost allocation assessment, the amount shall increase at 3% per year.

SECTION FOUR MISCELLANEOUS

- A. 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 Interlocal Act.
- B. 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.
- C. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- D. Documents on File. Executed copies of this Interlocal Agreement shall be placed on file in the office of the Keeper of the Records of each Party and shall remain on file for public inspection during the term of this Interlocal Agreement.

The District shall submit to the Clerk Auditor's Office a copy of all contracts entered into with an amount over \$5,000 or with a duration of more than 365 days.

The District shall submit to the Human Resources Department and the Clerk Auditor's Office a copy of all District policies and procedures, and any changes as soon as possible

after they are adopted. The District will attempt to align its policies with County policies, and the County will follow the District's policies.

- E. Effective Date. This Interlocal Agreement shall become effective July 1, 2023, upon the execution of the Parties.
- F. Employee Status. It is expressly understood and agreed by the Parties hereto that any and all personnel employed by District are District employees and not employees of Weber County, and are obligated to abide by all of the rules and regulations of the District.
- G. Entire Agreement. This Agreement shall constitute the entire Agreement between County and District and any prior written agreement or verbal understanding is made null and void by the execution of this Agreement.
- H. Indemnification. The Parties to this Agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Utah Code Ann. § 63G-7-101 et seq. Nothing in this Agreement shall be construed as a waiver by either party of any rights, limits, protections, or defenses provided by the Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to the Act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.
- I. Joint Administration. The Parties agree that this Agreement shall be administered by the respective boards of the Parties or a designee of each of the Parties.
- J. 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.
- K. Non-Assignability. Neither Party shall transfer or delegate any of its rights, duties, powers or obligations under this Interlocal Agreement without the consent of each of the Parties.
- L. No Joint Property. The Parties hereto agree that no joint property shall be acquired in accordance with this Agreement.
- M. Review by Authorized Attorney. In accordance with the provisions of Section 11-13-202.5(3), Utah Code, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.
- N. 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 applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective as of the date first above written.

BOARD OF WEBER COUNTY
COMMISSIONERS OF WEBER COUNTY


By _____
Gage Froerer, Chair

Date: _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Weber Area Dispatch 911 and Emergency
Services District

By  _____
Russell Porter, Chair

Date: 11-21-2023