

RESOLUTION NO. 24-3

A Resolution of the Roy City Council Adopting an Interlocal Agreement Between Roy City Corporation and Weber County Approving and Authorizing the Execution of an Interlocal Agreement for Paramedic Services

WHEREAS, the City of Roy (“City”) is a municipal corporation duly organized and existing under the laws of the State of Utah;

WHEREAS, Utah Code Ann. § 11-13-101 et. Seq., permits governmental entities to enter into cooperation agreements with each other;

WHEREAS, such agreement is in furtherance of the purposes of Utah Code Ann. § 11-7-1;

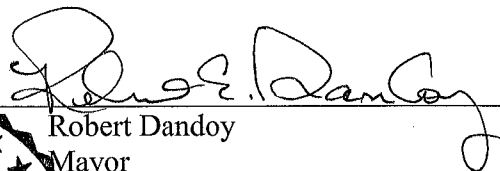
WHEREAS, Roy City recognizes the importance and need for joint cooperation with local entities to provide and receive services from neighboring communities which is a necessary and needed service to the City and surrounding communities;

WHEREAS, the proposed interlocal agreement delineating the relevant terms, conditions, and obligations of the parties is attached to this resolution as “Exhibit A”; and


WHEREAS, the City Council finds that adopting and supporting the interlocal agreement is in the best interest of the citizens of Roy City;

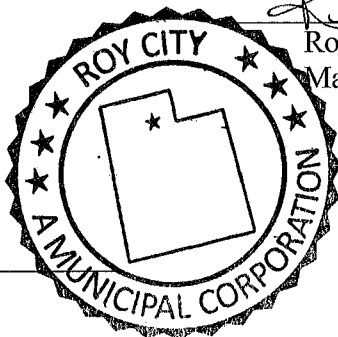
NOW THEREFORE, the Roy City Council hereby resolves to adopt the attached Interlocal Agreement between Roy City Corporation and Weber County approving and authorizing the execution of the Interlocal Agreement for Paramedic Services. The Mayor of Roy City is authorized and directed to execute the Interlocal Agreement for and on behalf of Roy City.

Passed this 16th day of January, 2024.


Robert Dandoy
Mayor

Attested and Recorded:


Brittany Fowers
City Recorder



This Resolution has been approved by the following vote of the Roy City Council:

| | |
|---------------------------|----------------|
| Councilmember Sophie Paul | <u>Aye</u> |
| Councilmember Scadden | <u>Excused</u> |
| Councilmember Saxton | <u>Aye</u> |
| Councilmember Joe Paul | <u>Aye</u> |
| Councilmember Jackson | <u>Aye</u> |

**INTERLOCAL COOPERATION AGREEMENT FOR PARAMEDIC
SERVICES BETWEEN WEBER COUNTY AND ROY CITY**

This Agreement is made and entered into pursuant to the provisions of the Interlocal Cooperation Act (U.C.A. 11-13-101 et. seq., as amended), by and between Weber County, a public corporation of the State of Utah, hereinafter referred to as the "County," and Roy City, a municipal corporation of the State of Utah, hereinafter referred to as the "City," with County and City hereinafter referred to jointly as the "Parties" or individually as "Party."

WITNESSETH

WHEREAS, the City is currently providing paramedic services to portions of the County through the City's Fire and Rescue Department; and

WHEREAS, the Parties hereto are desirous of continuing to cooperate to provide paramedic services in certain areas of the County;

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

**SECTION ONE
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to furnish and provide paramedic rescue services by the City for certain areas of the County, to provide for the use of certain County equipment by the City, and to provide payment from the County to the City for this service.

**SECTION TWO
TERM OF AGREEMENT**

This Agreement is effective 12:01 a.m. on January 1, 2024, and will continue through 12:01 a.m., on December 31, 2026; provided, either party may terminate the Agreement by giving one (1) year prior written notice to the other party.

**SECTION THREE
OBLIGATIONS OF THE CITY**

The City agrees as follows:

1. To furnish and provide paramedic services to the southwest portion of the County at a level commensurate to paramedic services provided in other areas of the County.
2. To provide back-up paramedic rescue services to the remainder of the County.
3. To maintain and operate one (1) paramedic rescue unit and one (1) reserve (back-up) paramedic rescue unit.

4. To employ a minimum of eight (8) paramedics to provide proper coverage of paramedic rescue units as set forth in the Utah Mobile Paramedics Rules of the Utah Emergency Medical Services System Act (U.C.A. 26-8a-101). The paramedics' salary and benefits shall correspond with the salary and benefits schedule as determined by the City from time to time.
5. To locate the paramedic rescue unit in the City's Fire and Rescue Station located at 5051 South 1900 West in Roy.
6. To keep in good repair all necessary equipment mandated by the Utah Mobile Paramedic Rules of the Utah Emergency Medical Services Systems Act (U.C.A. 26-8a-101) and return any equipment purchased by county funds to the County at the expiration of its useful life or the expiration of this Agreement, whichever occurs first.
7. To make good faith efforts to levy and collect a paramedic aboard fee when paramedics accompany a patient aboard the ambulance. The City shall retain these funds to be used to help offset the City's costs of operating the paramedic program and shall provide a biannual report to the Administrator on the amount of funds collected.
8. To provide the County with a current inventory of equipment purchased by the City to operate the paramedic rescue units.
9. To coordinate delivery of county-wide paramedic services with the Ogden City Fire, the Weber Fire Services Protection Area #4, and any other fire and rescue agency in the County which may interface with the paramedic program.
10. To receive paramedic dispatch for the City paramedic rescue units through Weber Area Dispatch 911 and Emergency Services District.
11. To develop a paramedic rotational plan, which ensures well trained and skilled paramedics are assigned to the paramedic rescue unit in Roy.
12. To designate a command staff member to serve on the Advisory Committee.
13. To provide paramedic services in accordance with the requirements set by local licensing and state statute including section 26B-4-141 as amended.

SECTION FOUR OBLIGATIONS OF THE COUNTY

The County agrees as follows:

1. Beginning January 1, 2024, on an annual basis the County shall pay City \$550,000 for the operation of one (1) paramedic unit. The annual contract amount shall be paid in twelve equal installments, due on the first of each month.

2. For each succeeding year under this Agreement, the parties may renegotiate the annual compensation, provided a written request for renegotiation is made on or before September 1st of the preceding year. If the request has been made for renegotiation of the yearly compensation by either party, all such negotiations for compensation shall be complete on or before November 15th of the year in which the request is made. If an agreement cannot be reached, this Agreement shall continue at the amount then in effect but shall terminate on December 31st of that year.
3. The County shall provide major durable equipment utilized by the paramedics including vehicles. The County and City will establish an equipment vehicle replacement schedule.
4. Title to vehicles and equipment purchased by County shall pass to the City upon delivery to City. City shall provide insurance or self-insure against loss or damage for the fair market value of all equipment and vehicles, the projected cost of which is included in the annual compensation.
5. City shall return all vehicles and equipment to County at the end of their useful life or at the expiration of this Agreement, whichever occurs first. If a vehicle or equipment is damaged while owned by the City in accordance with this Agreement, City shall repair the equipment or vehicle or pay to County the fair market value of the equipment or vehicle prior to the damage, which payment will be used toward replacement.

SECTION FIVE HOLD HARMLESS

The City agrees to indemnify the County from any and all injury, damage, loss, or liability in any form resulting from the errors, acts, omissions, negligence or other fault of the City, paramedics, their drivers, assistants, aides or any other paramedic personnel when treating, assisting in treatment or transporting any individual covered within this Agreement.

Notwithstanding the foregoing, County and City are governmental entities under the Governmental Immunity Act of Utah (Utah Code § 63G-7-101, *et seq.*) ("Governmental Immunity Act"). Neither County nor City waives any defenses or limitations of liability otherwise available under the Governmental Immunity Act, and they all maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act.

SECTION SIX GOVERNING BOARD

The Board of Weber County Commissioners shall be the administrator of this agreement pursuant to Utah Code § 11-13-207(1)(a) ("Administrator"). The Administrator shall meet at least biannually with the Advisory Committee to discuss any changes that need to be made to provide better services within the county and to ensure that both Parties are in compliance with the terms and intent of this Agreement.

**SECTION SEVEN
ADVISORY BOARD**

The command staff member designated under Section Three, paragraph 12, shall meet with command staff members from the Weber Fire District and Ogden City Fire Department and the Physician Advisor and together they shall form an advisory committee ("Advisory Committee"). The Advisory Committee shall meet at least quarterly to identify training needs and opportunities, equipment needs, grant opportunities, and ways to more efficiently and effectively provide paramedic services throughout Weber County.

**SECTION EIGHT
MISCELLANEOUS**

1. Amendment. This Interlocal Agreement may be modified or amended only by written agreement of the Parties and upon meeting all applicable requirements of the Interlocal Cooperation Act.
2. Assignment. City shall not assign its benefits and/or obligations, under this Agreement, to any other person or legal entity, without the prior written consent of County.
3. Drug Free Workplace. City will maintain a drug free workplace in accordance with Federal regulations.
4. Effective date of Agreement/Passage of Resolution. This Interlocal Agreement shall become effective upon proper execution by each Party in accordance with the Interlocal Agreement Act.
5. Employment Status. City acknowledges and agrees that County will not supply any staff to assist in providing the services provided pursuant to this Agreement and City shall be solely responsible to meet the staffing needs.
6. Entire Agreement. This Agreement shall constitute the entire Agreement between City and County and any prior agreement, understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
7. Filing of Agreement. An executed counterpart of this agreement shall be filed with the keeper of the records of each of the Parties.
8. 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. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.

9. 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.
10. 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.
11. Privileges and Immunity. All privileges and immunities which surround the activities of governmental entities, officers and employees shall continue in full force and effect.
12. 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.

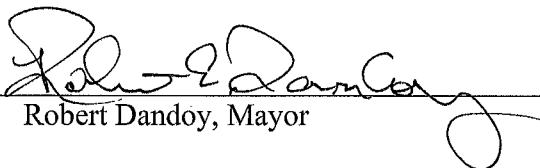
WEBER COUNTY, a public corporation of the State of Utah

By _____
James Harvey, Chair

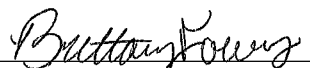
ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

ROY CITY, A municipal corporation

By 
Robert Dandoy, Mayor

ATTEST:



Brittany Fowers, City Recorder

APPROVED AS TO FORM:



Attorney for Roy City

Deputy Weber County Attorney