

**INTERLOCAL COOPERATION AGREEMENT FOR PARAMEDIC
SERVICES BETWEEN WEBER COUNTY AND THE WEBER FIRE DISTRICT**

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 body politic and political subdivision of the State of Utah, hereinafter referred to as the "County," and Weber Fire District, a quasi-municipal corporation and political subdivision of the State of Utah, hereinafter referred to as the "District," with District and County hereinafter referred to jointly as "Parties" or individually as "Party."

WITNESSETH

WHEREAS, District is currently providing paramedic services in the upper valley and northwest portion of the County; 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 services to the area commonly known as the Upper Valley of Weber County beginning at the Alaska Inn in Ogden Canyon and continuing east to the County line ("Upper Valley"), provide paramedic rescue service to the northwest areas of the County, to provide for the use of certain County equipment by the District, and to provide payment from the County to the District for this service.

**SECTION TWO
TERM OF AGREEMENT**

This Agreement is effective 12:01 a.m. on January 1, 2026 and will continue through 11:59 p.m., on December 31, 2030; provided, however, that except as otherwise expressly stated in this Agreement, either Party may terminate this Agreement by giving one (1) year prior written notice to the other Party.

**SECTION THREE
OBLIGATIONS OF THE DISTRICT**

The District agrees as follows:

1. To furnish and provide 911 paramedic services and interfacility transport services to the Upper Valley and northwest portion of the County in accordance with applicable Utah law, licensing requirements, and countywide paramedic response standards, and in a manner consistent with the level of service provided by other paramedic providers operating under the County's paramedic program.
2. To provide back-up paramedic rescue services to the remainder of the County.
3. To maintain two (2) paramedic rescue units and one (1) reserve (back-up) paramedic rescue unit.
4. To employ a minimum of fifteen (15) paramedics to provide proper coverage of the paramedic rescue unit as set forth in the Utah Paramedic Provider Rules of the Utah Emergency Medical Services System Act (U.C.A. 53-2d Part 1-9). The paramedics' salary and benefits shall correspond with the salary and benefits schedule as determined by the District from time to time.
5. To have one (1) paramedic rescue unit stationed in the District's Fire Station 62 in the upper valley; and to have one (1) paramedic rescue unit stationed in the District's Fire Station 66 in Unincorporated Weber County, Utah.
6. To keep in good repair all necessary equipment mandated by the Utah Paramedic Provider Rules of the Utah Emergency Medical Services Systems Act (U.C.A. 53-2d Part 1-9) 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 bill and collect a paramedic aboard fees in accordance with applicable law and District-approved billing policies when paramedics accompany a patient aboard the paramedic rescue unit. The District shall retain these collected fees to help offset the District's costs of operating the paramedic program and shall provide a biannual report on the amounts of the funds collected to the Administrator of the Paramedic Program for Weber County upon request.
8. To provide the County with a current inventory of equipment purchased by the District to operate the paramedic units.
9. To coordinate the delivery of county-wide paramedic services with the Ogden City Fire Department, Roy City Fire and Rescue Department, North View Fire District, and any other fire and rescue agency in the County which may interface with the paramedic program.
10. To receive paramedic dispatch for the District paramedic 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 District stations.
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 parts (U.C.A. 53-2d- Part 4-5) as amended naming Weber County/Weber Fire District on the paramedic provider license.

SECTION FOUR OBLIGATIONS OF THE COUNTY

The County agrees as follows:

1. Beginning January 1, 2026 on an annual basis, the County shall pay to the District \$1,270,966 for the operation for two paramedic units. The annual contract amount of \$1,270,966 shall be paid in twelve equal installments, due each month at 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 by the assigned Command Staff representative to the Director of Emergency Management in preparation for the annual Paramedic Program budget hearing. Renegotiation requests must be made in good faith and based on updated data. 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 compensation amount then in effect through December 31st of that year and shall terminate on that date without further notice, notwithstanding the notice requirements set forth in Section Two
3. The County shall provide major durable equipment utilized by the paramedics including vehicles. The County and District will establish an equipment vehicle replacement schedule.
4. . Title to vehicles and equipment purchased by the County shall pass to the District upon delivery solely for purposes of operation and insurance. District shall insure all such vehicles and equipment for their fair market value. The cost of such insurance is included in the annual compensation provided under this Agreement.
5. All vehicles and equipment purchased by the County shall be returned to the County, and title shall automatically revert to the County, upon the earlier of (a) the expiration or termination of this Agreement, or (b) the end of the equipment's useful life. "Useful life"

shall mean the replacement standard established by the County's fleet or equipment replacement policy, or if none exists, a period mutually agreed upon in writing by the Parties.

If a vehicle or equipment is damaged beyond normal wear and tear while under the control of the District, District shall, at the County's election, repair the vehicle or equipment or reimburse the County for its fair market value immediately prior to the damage. Any insurance proceeds received shall be applied toward repair or replacement.

**SECTION FIVE
HOLD HARMLESS AND LIMITATION OF LIABILITY**

To the extent permitted by law and subject to the limitations of the Utah Governmental Immunity Act, District agrees to indemnify and hold harmless the County, its officers, employees, and agents from and against any claims, damages, losses, or liabilities arising out of the negligent acts or omissions of the District, its employees, agents, or contractors in the performance of services under this Agreement.

Nothing in this Agreement shall be construed as a waiver of any governmental immunity, defense, or limitation of liability available to either Party under applicable law. District shall not be required to indemnify the County for claims arising from the County's own negligence, willful misconduct, or acts or omissions unrelated to the District's performance under this Agreement.

**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 Ogden City Fire Department, Roy City Fire Department, North View Fire District 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. District 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. District 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. District acknowledges and agrees that County will not supply any staff to assist in providing the services provided pursuant to this Agreement and District shall be solely responsible to meet the staffing needs.
6. Entire Agreement. This Agreement shall constitute the entire Agreement between District 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.
- 13. Any legal action arising out of this Agreement shall be brought in the Second Judicial District Court for Weber County, Utah

WEBER COUNTY, a public corporation of the State of Utah

By _____
Gage Froerer, Chair

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor



WEBER FIRE DISTRICT
By _____
Kevin Ward, Board Chair

ATTEST:

Andrea Fiske
Andrea Fiske, Board Clerk/ Finance Director

APPROVED AS TO FORM:

Amy F. Hugie
Amy Hugie, Attorney for Weber Fire District

Deputy Weber County Attorney