

**INTERLOCAL COOPERATION AGREEMENT FOR PARAMEDIC SERVICES
BETWEEN WEBER COUNTY AND NORTH VIEW 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 public corporation of the State of Utah, hereinafter referred to as the "County", and North View Fire District, a political subdivision of the State of Utah, hereinafter referred to as "North View Fire" with North View Fire and County hereinafter referred to jointly as "Parties" or individually as "Party."

WITNESSETH

WHEREAS, North View Fire is desirous of providing paramedic services to portions of the County; and

WHEREAS, the Parties hereto are desirous to cooperate in providing 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 North View Fire for certain areas of the County, to provide for the use of certain County equipment by North View Fire, and to provide payment from the County to North View Fire for this service.

**SECTION TWO
TERM OF AGREEMENT**

This Agreement is effective 12:01 a.m. on July 1, 2025, and will continue through 12:01 a.m., on December 31, 2030; provided, either party may terminate the Agreement by giving one (1) year prior written notice to the other party.

**SECTION THREE
OBLIGATIONS OF NORTH VIEW FIRE**

North View Fire agrees as follows:

1. To furnish and provide paramedic services within the jurisdictional boundaries of North View Fire District and the north and northwest 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 which will be provided by other county paramedic providers.
4. To employ a minimum of eight (8) paramedics to provide proper coverage of paramedic rescue units 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 North View Fire from time to time.
5. To have a paramedic rescue unit stationed in North View Fire Station # 21 located at 315 East 2550 North in North Ogden.
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 make good faith efforts to levy and collect a paramedic aboard fee when paramedics accompany a patient aboard the ambulance. North View Fire shall retain these funds to be used to help offset North View Fire'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 North View Fire to operate the paramedic rescue unit.
9. To coordinate delivery of county-wide paramedic services with the Roy City Fire and Rescue Department, the Weber Fire Services Protection Area #4, and Ogden City Fire Department and any other fire and rescue agency in the County which may interface with the paramedic program.
10. To receive paramedic dispatch for the North View Fire paramedic rescue unit 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 North View Fire station.
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/North View Fire on the paramedic provider license.
14. Beginning no earlier than February 1, 2025 and ending no later than June 30, 2025, North View Fire will work with other Weber County paramedic providers to supply interim

paramedic service coverage to prepare for full paramedic services to begin July 1, 2025.

15. North View Fire will independently fund any implementation phase, covering all necessary costs associated with providing interim paramedic services.

SECTION FOUR OBLIGATIONS OF THE COUNTY

The County agrees as follows:

1. Beginning July 1, 2025, on an annual basis the County shall pay North View a prorated amount of \$297,000 for the operation of (1) paramedic unit. The contract amount shall be paid in six 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. 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 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 North View Fire will establish an equipment vehicle replacement schedule.
4. Title to vehicles and equipment purchased by County shall pass to North View Fire upon delivery to North View Fire. North View Fire 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. North View Fire shall return all vehicles and equipment to County, and title shall automatically pass back to the 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 District in accordance with this Agreement, beyond normal wear and tear, North View Fire 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

North View Fire 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 North View Fire and its employees when treating, assisting in treatment, or transporting any individual

covered within 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, Weber Fire District, and Roy City Fire and Rescue 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. North View Fire 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. North View Fire 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. North View Fire acknowledges and agrees that County will not supply any staff to assist in providing the services provided pursuant to this Agreement and North View Fire shall be solely responsible to meet the staffing needs.
6. Entire Agreement. This Agreement shall constitute the entire Agreement between North View Fire 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 _____
Sharon Bolos, Chair

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

NORTH VIEW FIRE DISTRICT,
A political subdivision state of Utah,

By _____
Board Chairman

ATTEST:

Nicole Roylance

APPROVED AS TO FORM:

Rachel S. Anderson
Attorney for North View Fire District

Deputy Weber County Attorney