

RESOLUTION 21-33

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING
AN INTERLOCAL COOPERATION AGREEMENT WITH DAVIS
COUNTY TO TRANSFER PARAMEDIC SERVICES TO SWC**

WHEREAS, Resolution 21-13 approving a paramedic service agreement transferring providers from Davis County Sheriff's Office to South Weber Fire Department was passed on March 9, 2021; and

WHEREAS, Davis County Sheriff's Office has requested an updated agreement which favors the cities by clarifying the county will pay for paramedic services during the transition period and outlines they will cease the collection of the tax levy supporting paramedic service;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:


Section 1. Approval: The Interlocal Agreement with Davis County Sheriff's Office for Paramedic Service Transition is hereby approved as attached in Exhibit 1.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 8th day of June 2021.

Roll call vote is as follows:

Council Member Winsor	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST


Jo Sjoblom, Mayor





Attest: Lisa Smith, Recorder

EXHIBIT 1
INTERLOCAL AGREEMENT FOR
PARAMEDIC SERVICES TRANSFER

AGREEMENT

THIS AGREEMENT is made and entered into as of the 8th day of June, 2021, by and between a municipal corporation of the State of Utah, **DAVIS COUNTY**, a political subdivision of the State of Utah, (the “County”), **FARMINGTON CITY**, a municipal corporation of the State of Utah, **FRUIT HEIGHTS CITY**, a municipal corporation of the State of Utah, **KAYSVILLE CITY**, a municipal corporation of the State of Utah, **CLINTON CITY** a municipal corporation of the State of Utah, **LAYTON CITY**, a municipal corporation of the State of Utah, the **NORTH DAVIS FIRE DISTRICT**, a Utah governmental entity, the **SOUTH DAVIS METRO FIRE SERVICE AREA**, a Utah governmental entity, **SOUTH WEBER CITY**, a municipal corporation of the State of Utah, and **SYRACUSE CITY**, a municipal corporation of the State of Utah.

RECITALS

- A. The parties to this Agreement are governmental agencies each with a responsibility to provide public safety services within their jurisdictional boundaries, which services may include paramedic services.
- B. The Cities which are parties to the Agreement intend to become licensees to operate and provide paramedic services within their respective jurisdictional boundaries.
- C. Previously the County, the South Davis Metro Fire Agency and Layton City entered into an agreement to provide, within their respective boundaries and in a coordinated and effective manner, paramedic services in concert with Davis County.
- D. The cities located within the North Davis Fire District have committed and intend that paramedic services be provided through the North Davis Fire District.
- E. Davis County, has determined it will cease the provision of paramedic services and the parties, in the interest of supporting a more comprehensive, coordinated and efficient method for the provision of paramedic services, desire to coordinate the assumption of these services by the non-County parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Incorporation of Recitals. The foregoing recitals are incorporated in this Agreement as substantive terms, as though fully set forth at this point.
- 2. Definitions. For the purposes of this Agreement:
 - a. “Paramedic unit” means the vehicle, equipment, personnel, materials, and supportive and administrative services comprising and necessary for a paramedic team to provide adequate and appropriate paramedic services in accordance with the standards

established by the State. A paramedic team shall consist of a minimum of two (2) licensed individuals.

b. “Standard Response Time” means an eight-minute response time on at least 90% of calls for service, without regard to jurisdictional authority boundaries.

3. Cessation of County Services. Not later than December 31, 2022, the County will cease the provision of ALS and paramedic services. The County will not surrender the licensing authorizations it has received to provide paramedic services and which it holds as of the date of this Agreement until a new jurisdictional authority is authorized to provide the service. It is contemplated that this provision will require the County to amend its current license from time to time to permit the respective jurisdictional authorities created by this Agreement to receive licenses. The County will not by its legislative authority surrender the taxing authorization it has to levy a tax for the purpose of collecting revenue to provide paramedic services. However, by this Agreement, the County hereby agrees and commits to cease providing paramedic services by the above referenced date and to cease the collection of a tax levy in support of those services within the incorporated portions of the County as has been previously authorized by not later than June 30, 2021. Between the date of this Agreement and the date of December 31, 2022, the County agrees to continue providing paramedic services within the County boundaries and within the separate jurisdictional services areas established in this Agreement until such time as the jurisdictional authority, by separate agreement with the County, agrees to provide paramedic services. It is anticipated that the agreements between jurisdictional authorities and the County will take the forms of separate memorandums of understanding to be negotiated and committed to in writing. Each City or District which is a party to this Agreement agrees to provide a commitment, in writing, to each other party, by not later than August 30, 2021, of the specific means by which the party will provide paramedic services within their respective jurisdiction, with the specific intent that all will begin providing paramedic services by not later than December 31, 2022.

4. Jurisdictional Service Areas. For purposes of this Agreement, and to support the coordinated and efficient provision of paramedic services within the jurisdictional boundaries of each party to this Agreement, the parties hereby create jurisdictional service areas as more particularly shown on Exhibit A, attached hereto and incorporated herein by reference. It is the intention of the parties to create jurisdictional service areas which are consistent with the jurisdictional boundaries of each governmental entity, with the unincorporated areas of Davis County to be located within adjacent jurisdictional authorities’ service areas. It is further the intent of the parties that for those areas of the unincorporated County which are to be located within a jurisdictional service area that Davis County will continue to impose its customary and historic tax levy for paramedic services on properties within the unincorporated areas and to pay over to the jurisdictional authority providing paramedic services, the amount of the tax levy obtained to support the paramedic services to be provided by the jurisdictional service authority. The continued levy of the tax, the remittance of such tax to the jurisdictional authority and the continuation of the levy shall all be the subject of separate agreements between the jurisdictional service authorities and Davis County.

5. Coordinated Response Model. The parties to this Agreement affirmatively assert that among the purposes for this Agreement, the efficient administration of paramedic services, in the interest of protecting public health, safety and welfare is paramount. In support of this objective, the parties agree that call response shall be provided by the closest available unit, after the local agency's paramedic resources are exhausted, wherever possible, without undue regard to jurisdictional authority.

6. Service Responsibility. Each Party shall be responsible to administer its own paramedic units and services. This administrative responsibility includes:

- a. Maintenance of a paramedic unit or units that are separate and distinct from customarily staffed firefighters or peace officers.
- b. The maintenance of any current licenses or co-licenses, or the application and qualification for and the obtaining and maintaining of the requisite licenses from the State of Utah and other licensing entities for its paramedic units and personnel.
- c. The employment of its paramedic personnel including the establishment and implementation of its own compensation plan and personnel policies and procedures.
- d. The training and scheduling of its paramedic personnel.
- e. The acquisition, use, and maintenance of its paramedic vehicles and equipment.
- f. The keeping of its own records and data.
- g. The support and supervisory organization, clerical staff, and policies.
- h. Obtaining and maintaining its own liability, errors and omissions, property, and other insurance coverage.
- i. Compliance with the paramedic, emergency medical, and other applicable standards established and enforced by the State or other governmental entities having that authority, including all state standards for paramedic units.
- j. All other functions necessary for the operation of its paramedic service.
- k. Each jurisdictional authority shall retain a qualified medical director as required by State standards.

7. Funding.

- a. Each Party shall be responsible to budget from its own General Fund or obtain funding from other sources for any additional funding for the paramedic units allocated to it under this agreement or for any additional paramedic units or services

which that Party determines to provide. It is anticipated that services from a jurisdictional authority to unincorporated areas of the County will be compensated through separate arrangements between the County and the servicing jurisdictional authority.

b. It is anticipated by the parties that Davis County will cease its paramedic services on or before December 31, 2022 but will also cease to collect the authorized tax levy prior to cessation of services. It is further anticipated that some or all of the non-County parties will pursue additional tax levies to fund the paramedic operations prior to the beginning of service. In order to support a funded and efficient transfer of the paramedic service, the non-County parties hereby agree to either: (i) consider and impose appropriate and necessary tax levies, or (ii) to otherwise fund the necessary services from other sources within budgets to be approved not later than August 30, 2021. Between the date of June 30, 2021, and December 31, 2022, it is anticipated that the County may continue to provide paramedic services without the support of a corresponding tax levy.

8. Administrative Board. In accordance with *Utah Code Ann.* §11-13-207, a portion of the *Utah Interlocal Cooperation Act*, the cooperative undertaking of this Agreement shall be administered by a joint board comprised of the City Managers of each jurisdictional authority, the Chairs of the Board of Trustees of the North Davis Fire District and the South Davis Metro Fire Agency and a member of the County Commission to be designated by the County Commission by resolution. The Administrative Board shall be tasked with the obligation to adopt and administer the implementation of rules and procedures on compensation between jurisdictional authorities for extra-jurisdictional response, for the definition of the level of service provided and for other governance issues as they may arise.

9. Davis County EMS Council. The Administrative Board will be supported and aided by the Davis County EMS Council. The Davis County EMS Council shall be tasked with the obligation to advise the Administrative Board on the level of service to be provided and other technical aspects of the paramedic services to be provided.

10. Service Levels.

a. The parties agree that all established units shall meet all state standards for paramedic services and any standards adopted by the Administrative Board.

b. Parties with a single station shall ensure a staffed (1st-due) paramedic unit remains available in addition to regular non-paramedic staffing. Exception to this condition may apply during times of large-scale incidents or other situations that warrant modified staffing practices to ensure continued delivery of emergency medical services.

c. Borderless paramedic services shall be provided via automatic aid agreements and CAD systems employed through dispatch centers with continued emphasis placed on interfaced GPS technology.

d. The parties agree that the provision of paramedic services in a consistent and efficient manner and at a standard level of service is one of the underlying purposes for this Agreement, and that the level of services provided has policy implications with significant fiscal consequences for the parties. Therefore, any change in the approved level of service to be provided must be approved by a vote of two-thirds of the members of the Administrative Board present at the meetings, but in no case less than six (6) members.

11. No Separate Entity. This agreement does not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this agreement.

12. No Property. No property shall be jointly acquired, held, or distributed by and between the parties as part of this agreement.

13. Term and Termination. This agreement shall continue in effect until terminated by mutual consent of the parties, or operation of law, in no event shall the term of this agreement exceed fifty (50) years.

14. Notices. Any notices given under this agreement shall be delivered to the Parties by delivering to the County Clerk for Davis County, the City Manager for any City which is a party to this Agreement, or to the Chief of the North Davis Fire District or the South Davis Metro Fire Service Area.

15. Resolution of Disputes. The Parties each agree that in the event of a dispute they shall make a good faith effort to resolve the dispute in an amicable manner without the necessity of and before undertaking any legal action.

16. No Relief of Obligation. This agreement does not in any way relieve either party, as a public Agency, of any obligation, duty, or responsibility imposed upon it by law.

17. Indemnification and Hold Harmless. The purpose of this agreement is to provide funding for paramedic services. However, in the event of a claim, legal action, or a judgment, the Parties each agree to indemnify, defend and hold the other Parties and their officers, employees, agents, and representatives harmless from and against any and all losses, liabilities, expenses, claims, costs, suits and damages, including attorney's fees, arising out of the performance of the terms of this agreement or related to the paramedic services of that Party.

18. Governmental Immunity Act of Utah. Because the Parties are each a governmental entity under the *Governmental Immunity Act of Utah*, each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents. No Party waives any defense available to it under the *Utah Governmental Immunity Act*.

19. Record of Agreement. An executed copy of this agreement shall be filed with the keeper of records of each Party.

20. Government Records Access and Management Act. Each Party shall be responsible for compliance with the provisions of the *Governmental Records Access and Management Act* (GRAMA), as set forth in *Utah Code Ann.* § 63G-2-101, et. Seq. or its successor, relating to its records.

21. Other Agreements. This agreement does not abrogate or supersede any existing agreement between the parties unless specifically so provided in this agreement or except to the extent that the provisions of this agreement are in conflict with the provisions of any such existing agreement.

22. Amendments. This agreement may be amended at any time by a written instrument which has been duly approved and executed by the Parties and, if necessary under the provisions of the *Utah Interlocal Cooperation Act*, upon the adoption of resolutions of approval by the legislative bodies of each party.

23. Severability. If any provisions of this agreement are construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this agreement shall remain in full force and effect.

24. Third Party Beneficiaries. This agreement is intended for the sole benefit of the Parties and does not create or confer, directly or indirectly, any rights, interests, or benefits to or upon any third party.

25. Additional Parties. Additional parties may join in this agreement only upon the unanimous written consent of all Parties and the execution of either a new agreement to replace this agreement or an appropriate amendment to this agreement signed by the Parties and the additional party or parties.

26. Authorization. The individuals signing this agreement on behalf of their Parties confirm that they are the duly authorized representatives of their respective Parties and are lawfully enabled to sign this agreement on behalf of their respective Party.

27. Review by Authorized Authority. In accordance with the provisions of §11-13-202.5(3), *Utah Code Annotated*, 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.

28. Governmental Approval, Execution, and Resolutions. This agreement shall be conditioned upon the approval and execution of this agreement by the Parties pursuant to and in accordance with the provisions of the *Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Annotated*, including the adoption of resolutions of approval if such resolutions are required by the *Interlocal Cooperation Act* by the legislative bodies of the Parties.

29. Effective Date. This agreement shall be effective as of June 1, 2021, provided that by said date this agreement has been duly approved and executed by all Parties in the manner

prescribed by applicable law and the executed copies have been filed with the keepers of records of each Party.

30. Full Agreement. This agreement constitutes the full agreement between the Parties.

31. Governing Law. This agreement shall be governed, construed, and enforced by and under the laws of Utah.

IN WITNESS WHEREOF, the Parties hereto have signed this interlocal cooperation agreement in duplicate, each of which shall be deemed an original, on the dates indicated by their respective signatures.

CLINTON CITY

ATTEST:

City Recorder

By: _____
Mitch Adams, Mayor

Approved and reviewed as to form

Attorney for Clinton City

DAVIS COUNTY

ATTEST:

County Clerk

By: _____
Lorene Miner Kamalu, Chair

Approved and reviewed as to form

Attorney for Davis County

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
H. James Talbot, Mayor

Approved and reviewed as to form

Attorney for Farmington City

FRUIT HEIGHTS CITY

ATTEST:

City Recorder

By: _____
John Pohlman, Mayor

Approved and reviewed as to form

Attorney for Fruit Heights City

KAYSVILLE CITY

ATTEST:

City Recorder

By: _____
Katie Witt, Mayor

Approved and reviewed as to form

Attorney for Kaysville City

LAYTON CITY

ATTEST:

City Recorder

By: _____
Joy Petro, Mayor

Approved and reviewed as to form

Attorney for Layton City

NORTH DAVIS FIRE DISTRICT

ATTEST:

District Clerk

By: _____
Chairman Tim Roper

Approved and reviewed as to form

Attorney for North Davis Fire District

SOUTH DAVIS METRO FIRE SERVICE AREA

ATTEST:

Secretary

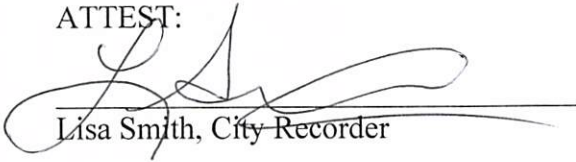
By: _____
Commissioner Rick Earnshaw, Chairman

Approved and reviewed as to form

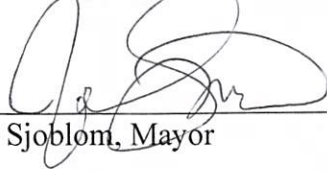
Attorney for South Davis Metro Fire Service Area

SOUTH WEBER CITY

ATTEST:

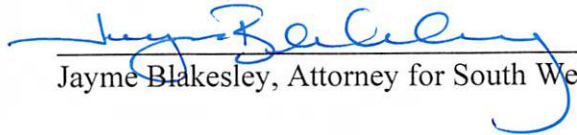


Lisa Smith, City Recorder

By: 

Jo Sjoblom, Mayor

Approved and reviewed as to form



Jayme Blakesley, Attorney for South Weber City

SYRACUSE CITY

ATTEST:

City Recorder

By: _____
Michael Gailey, Mayor

Approved and reviewed as to form

Attorney for Syracuse City