

Option Z (Zanetti) Model for Sustainable Fire/EMS in Summit County

- Total cost \$4,200,000 per year for a “countywide basic” level of service county wide:
 - 1 Ambulance in North Summit (\$1,000,000)
 - 1 Ambulance in South Summit (\$1,000,000)
 - 1 Ambulance in Park City (\$1,000,000)
 - Paramedic rescue county wide (\$1,200,000)
- Funding 100% from Summit County General Fund
- Funding from Summit County never to increase
- Increase of \$2,200,000 in 2024 budget for EMS transport and Paramedic response county wide.

Fire Districts Responsibilities

- 3 Interlocal Agreements between SC and each Fire District.
- Each District operates the EMS system within their respective Fire District boundaries if they choose. Alternatively, a District can contract with another District for EMS.
- Operate under the State of Utah EMS license requirements.
- Each Fire District (or contracted provider) purchases and maintains ambulance fleet and can run as many ambulances (Advanced EMS) above the “countywide basic” as they so choose using Fire District levy/funds.
- PCFD to provide Paramedic Services to all of Summit County.
- Fire Districts enter in to Mutual Aid agreements for continuous backup and coverage.
- Operate under Utah EMS Medical Protocols and state licensed medical control doctor.

**INTERLOCAL COOPERATION AGREEMENT
FOR BASIC 911 SERVICE**

This Interlocal Cooperation Agreement (“*Agreement*”) is entered into this ___ day of _____, 2023 with an effective date of January 1, 2024 (the “*Effective Date*”), by and among **SUMMIT COUNTY**, a political subdivision of the State of Utah (hereinafter, “*County*”), the **NORTH SUMMIT FIRE SERVICE DISTRICT**, a special service district of the State of Utah (hereinafter, “*District*”), **COALVILLE CITY**, a municipality of the State of Utah (hereinafter, “*Coalville City*”), and **TOWN OF HENEFER**, a town of the State of Utah (hereinafter, “*Henefer Town*”). Each is individually referred to as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, *Emergency Medical Services* (“*EMS*”) is defined under the Emergency Medical Services Act, Utah Code §53-2d-101(16) and (17), to mean medical services (including licensed emergency medical service personnel), transportation services (including licensed ground ambulance providers), and/or behavioral emergency services; and,

WHEREAS, emergency medical service personnel are licensed by the State of Utah, and are designated as follows: (a) *Paramedic*, (b) advanced emergency medical services technician (“*AEMT*”), (c) emergency medical services technician (“*EMT*”), and (d) emergency medical responder (“*EMR*”) (Utah Code §53-2d-402(1); Utah Admin. Rule, R-426); and,

WHEREAS, ground ambulance providers are also licensed by the State of Utah (Utah Code §53-2d-504 and 505), and operate within exclusive service areas (Utah Code §53-2d-501 and 502), as approved by the appropriate political subdivision (Utah Code §53-2d-505.1); and,

WHEREAS, pursuant to Utah Code §11-48-101.5(1)(a), *911 Ambulance Service* is defined as a ground ambulance service rendered in response to a 911 call received by a designated dispatch center that receives 911 or E911 calls; and,

WHEREAS, the County has established three (3) fire districts (“*Fire District(s)*”) to provide fire protection services (as defined in Utah Code §17D-1-201(9)), within their respective geographical boundaries; and,

WHEREAS, the District is one of those Fire Districts; and,

WHEREAS, the County has historically held the ground ambulance provider license within Summit County (the “*Current State Transport License*”) and owns twelve (12) licensed ambulances (the “*County Fleet*”); and,

WHEREAS, the County operates the 911 dispatch center for Summit County (“*County Dispatch*”); and,

WHEREAS, by interlocal agreement with the County, the Park City Fire Service District has historically been the primary provider of EMS, including 911 Ambulance Service, within Summit County and for all the geographic area encompassed by all three Fire Districts (the “*PCF EMS ILA*”, and together with the Current State Transport License, County Fleet, and County Dispatch, the “*Summit County EMS*”); and,

WHEREAS, pursuant to Utah Code §11-48-103, effective on July 1, 2024, each municipality and county (with respect to its unincorporated areas), is required to ensure that a minimum level of 911 Ambulance Service is provided within their respective jurisdictions; and,

WHEREAS, the County desires to satisfy Utah Code §11-48-103 for itself and all of its municipalities by utilizing its general fund to pay the costs associated with providing a basic level of 911 Ambulance Service throughout Summit County (the “*Basic 911 Service*”) (defined below); and,

WHEREAS, to that end and in accordance with Utah Code §11-48-103(2)(b), the County desires to contract with each of its Fire Districts to fund the provision of Basic 911 Service within their respective geographical boundaries; and,

WHEREAS, the Parties hereto are willing to enter into this Agreement wherein the County agrees to pay the District and the District agrees to provide Basic 911 Service within its geographical boundaries; and,

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, Section 202(1)(d), *Utah Code 1953, as amended*, to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Definitions.**

1.1 “*911 Ambulance Service*” has the meaning set forth in Utah Code §11-48-101.5(1)(a) or successor law.

1.2 “*Annual Basic Fee*” has the meaning set forth in ¶2.2.1.

1.3 “*Basic 911 Service*” means that level of service sufficient to qualify as the minimum level of 911 Ambulance Service under law, which service is defined herein as that twenty-four (24) hours-a-day, seven (7) days-per-week service necessary to accommodate one fully licensed and stocked ambulance with a staff of two (2) licensed AEMTs who are authorized to operate within the geographical boundaries of a Fire District. Operation of the Basic 911 Service shall be in accordance with Utah Admin. Rule, R-426-4.

1.4 “*Collections*” has the meaning set forth in ¶2.1.5.

1.5 “*Consumer Price Index*” or “*CPI*” means the Mountain Region Consumer Price Index, as determined by the Bureau of Labor Statistics, during the immediately preceding 3-year period.

1.6 “*County Dispatch*” means the 911 dispatch center operated by the Summit County Sheriff, which qualifies as an *Emergency Medical Service Dispatch Center* under Utah Admin. Rule, R-426-1-200(15).

1.7 “*County Fleet*” means the twelve (12) licensed ambulances which are owned by Summit County as of the Effective Date.

1.8 “*Current State Transport License*” means the current ground ambulance provider license issued by the State of Utah to Summit County and Park City Fire Service District with an exclusive service area of Summit County.

1.9 “*EMS*” means *Emergency Medical Services*, as defined under the Emergency Medical Services Act, Utah Code §53-2d-101(16) and (17).

1.10 “*AEMT*” means a fully licensed advanced emergency medical services technician, as defined in Utah Admin. Rule, R-426-1-200(1), and licensed under Utah Admin. Rule, R-426-3-3 and R-426-5.

1.11 “*Enhanced 911 Service*” means additional EMS or 911 Ambulance Service over and above the Basic 911 Service provided by the District.

1.12 “*Fire District(s)*” means the Park City Fire Service District, the North Summit Fire Service District, and/or the South Summit Fire Protection District.

1.13 “*Ground Ambulance License*” means the state issued license described in Utah Code §53-2d-504 and 505, and Utah Admin. Rule, R-426-3-3, which has an exclusive service area co-terminus with the boundaries of the Fire District.

1.14 “*Mutual Aid Agreement*” means an agreement between the County and all of its Fire Districts to provide emergency assistance in the form of personnel, equipment, and supplies when requested to do so by a Fire District or the County in accordance with Utah Admin. Rule, R-426-3-8. A copy of the Mutual Aid Agreement will be provided to the Utah State Department of Health and County Dispatch.

1.15 “*Paramedic*” means a fully licensed paramedic, as defined in Utah Admin. Rule, R-426-1-200(41), and licensed under Utah Admin. Rule, R-426-3-3 and R-426-5.

1.16 “*Paramedic Rescue Service*” means the deployment of licensed Paramedics to an *Emergency Medical Incident*, as set forth in Utah Admin. Rule, R-426-1-200(21), within Summit County, in accordance with Utah Admin. Rule, R-426-1-200(43).

1.17 “*North Summit Fleet*” has the meaning set forth in ¶2.2.2.

1.18 “*PCF EMS ILA*” means all previous interlocal agreements between the County and the Park City Fire Service District for the provision of 911 Ambulance Service within Summit County.

1.19 “*Summit County EMS*” means the historical system for providing 911 Ambulance Service within Summit County; consisting of the PCF EMS ILA, Current State Transport License, County Fleet, and County Dispatch.

1.20 “*Term*” has the meaning set forth in ¶10.

2. **Basic 911 Service.**

2.1 District Responsibilities.

2.1.1 District agrees to provide Basic 911 Service within its geographical boundaries for the Term of this Agreement.

2.1.2 District agrees to obtain and retain a Ground Ambulance License (State Transport License) for the geographical boundaries of the District for the Term of this Agreement.

2.1.3 District agrees to train and maintain at least enough licensed AEMTs to provide the Basic 911 Service, including ensuring that adequate *Continuing Medical Education*, as set forth in Utah Admin. Rule, R-426, is provided.

2.1.4 District agrees to enter into an appropriate form of Mutual Aid Agreement among the County and its Fire Districts so as to ensure overlapping 911 Ambulance Service coverage between Fire Districts throughout Summit County.

2.1.5 District agrees to be responsible for the billing and collections function for 911 Ambulance Service, including Paramedic Rescue Service (as provided by Park City Fire Service District), rendered and provided inside the District’s geographic boundaries (“*Collections*”).

2.2 County Responsibilities.

2.2.1 County agrees to pay the District on an annual basis, and for the Term of this Agreement, One Million Dollars (\$1,000,000.00) for the Basic 911 Service, payable after the Effective Date on February 1st of each succeeding year (the “*Annual Basic Fee*”). Every three (3) years after the Effective Date, the Annual Basic Fee shall be increased by the CPI.

2.2.2 Within one hundred and twenty (120) days after the Effective Date, unless otherwise agreed to by the Parties, the County agrees to donate and transfer to the District the ownership of two (2) ambulances from the County Fleet (the “*North Summit Fleet*”), as follows:

| Park City Unit # | VIN # | Summit County Asset Number |
|------------------|-------------------|----------------------------|
| 534 | 3C7WRNBL5LG259817 | |
| 522 | 3D6WH46A68G205026 | 61-4151-010 |

2.2.3 County agrees to make County Dispatch available to the District for its dispatching needs without charge, and the District agrees to exclusively use County Dispatch for its dispatching needs.

2.2.4 County agrees to provide Paramedic Rescue Service within Summit County and in and for all Fire Districts for the Term of this Agreement through an interlocal cooperative agreement with Park City Fire Service District.

2.2.5 County agrees to work cooperatively with the District on acceptable specifications for a new ambulance (the “*Ambulance*”), conduct a standard procurement process for the Ambulance, purchase the Ambulance consistent with those specifications, and transfer to the District the Ambulance during the 2024 budget year or as soon thereafter as practical, given the status of the supply chain for new ambulances.

3. **Enhanced 911 Service.** District may, at its sole and absolute discretion, provide Enhanced 911 Service to its geographical boundaries and fund it from the District’s funding sources. The County shall have no responsibility to contribute funds to the

District's Enhanced 911 Service; except that the County has separately entered into an agreement for the Park City Fire Service District to provide Paramedic Rescue Service countywide, with the County funding said service.

4. **Representations and Warranties of the Parties.** As an inducement to the Parties to enter into this Agreement, the Parties hereby represent and warrant as follows:

4.1 Representations and warranties of the County. County hereby represents and warrants as follows:

4.1.1 Authority of County. County has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by County of this Agreement, the performance by County of its obligations hereunder and the consummation by County of the transactions contemplated hereby have been duly authorized by all requisite legal action. This Agreement has been, and upon its execution will have been, duly executed and delivered by County; and, assuming due execution and delivery by both Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of County enforceable against County in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

4.1.2 No Conflicts; Consents. The execution, delivery and performance by County of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of County; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to County; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument, or result in the creation of any encumbrance on any of the County Fleet pursuant to any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other contract to which County is a party or by which County or the County Fleet may be bound or affected.

4.1.3 No Liabilities. To County's knowledge, County has no liabilities of any nature arising out of, the operation of Summit County EMS, whether accrued, absolute, contingent or otherwise, whether known or unknown.

4.1.4 Good and Marketable Title to be Conveyed. County owns good and marketable title to the County Fleet, free and clear of any encumbrance, title imperfection or restriction of any kind whatsoever (whether accrued, absolute, contingent, or otherwise). The delivery to the District of the North Summit Fleet will transfer to the District good and marketable title to all ambulances within the North Summit Fleet, free and clear of any encumbrance. County makes no representation or warranty regarding the condition or suitability of the North Summit Fleet and the District accepts the North Summit Fleet in their *as-is* condition.

4.1.5 No Pending Actions. There are no actions pending or, to County's knowledge, threatened in connection with the North Summit Fleet or County's ownership or operation thereof, nor is there any basis for any such action, that seek to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement. There are no actions by County pending, or which County has commenced preparations to initiate, against any other person in connection with the North Summit Fleet. There are no outstanding and unsatisfied, or to County's knowledge, threatened, orders, writs, judgments, injunctions, penalties or awards against, relating to or affecting the North Summit Fleet, County's ownership or operation thereof or the transactions contemplated by this Agreement.

4.2 Representations and Warranties of the District. The District hereby represents and warrants as follows:

4.2.1 Powers of the District. The District has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the District of this Agreement, the performance by the District of its obligations hereunder and the consummation by the District of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by the District; and, assuming due execution and delivery by both Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the District enforceable against the District in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

4.2.2 No Conflicts; Consents. The execution, delivery and performance by the District of this Agreement, and the consummation of the

transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the District; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to the District; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the District is a party or by which the District may be bound or affected.

4.2.3 No Pending Actions. There are no actions pending or, to the District's knowledge, threatened that seek to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement.

4.3 Survival. All representations of County and the District in this Agreement shall survive the Term and shall remain in full force and effect, until the expiration of the statute of limitations following the date all performance thereunder was due to be performed.

5. **Liabilities and Indemnification.**

5.1 Indemnity by County. County will indemnify, reimburse, defend and hold harmless the District and its officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all demands, claims, actions, causes of action, judgments, assessments, taxes, fines, losses, damages, liabilities, interest, penalties, costs, and expenses, including, without limitation, reasonable legal fees, other professional fees and any disbursements incurred in connection therewith, (collectively "*Losses*"), resulting from, arising out of, relating to, or incurred by reason of: (a) any breach of any representation, warranty, covenant, or agreement by County contained in this Agreement or any agreement, instrument, or document executed and delivered by County pursuant hereto; (b) any action taken by any taxing authority in relation to the classification and taxation of the North Summit Fleet for tax purposes as a result of this Agreement; and (c) the operation of the Summit County EMS prior to the Effective Date.

5.2 Indemnity by the District. The District will indemnify, reimburse, defend, and hold harmless County and its officers and directors, employees, consultants and agents from and against and in respect of any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, arising out of or relating to any breach of any representation, warranty, covenant, or agreement by the District contained in this Agreement or other instrument or document executed and delivered by the District pursuant hereto or thereto.

6. **Waiver of Jury Trial.** To the fullest extent permitted by law, each of the Parties hereto expressly and knowingly waives any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, the transactions contemplated hereby, or the actions of such Party in the

negotiation, administration, performance and enforcement hereof. Each Party further waives any right to consolidate any action in which a jury trial cannot be or has not been waived. This provision shall survive any termination of this Agreement.

7. **Governmental Immunity Act.** Because both Parties are governmental entities under the *Governmental Immunity Act of Utah*, Utah Code §63G-7-101, *et. seq., as amended*, each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and neither Party waives any defense available to it under the *Governmental Immunity Act of Utah*.

8. **Survivability.** With the exception of ¶2.2.2, which will be completed within one hundred and twenty (120) days of the Effective Date; the representations and warranties contained in ¶4, which have a separate survival clause; and the waiver of Jury trial in ¶6, all other provisions of this Agreement shall remain in full force and effect for the Term of this Agreement.

9. **Relief of Obligation.** This Agreement does not in any way relieve either Party of any obligation or responsibility imposed upon it by law (Utah Code §11-13-208).

10. **Term.** This Agreement shall be in effect for a period of twenty (20) years from the Effective Date (Utah Code §11-13-216) unless otherwise amended or terminated by the District and the County by mutual written agreement.

11. **Consent of Coalville City and Henefer Town.** Pursuant to Utah Code §11-48-103, Coalville City and Henefer Town hereby agree that Basic 911 Service, as set forth herein, satisfies the statutory requirements of a minimum level of 911 Ambulance Service within their respective municipal boundaries, and Coalville City and Henefer Town consent to the County's use of General Fund revenues to provide Basic 911 Service as a countywide service. Coalville City and Henefer Town further agree that this Agreement satisfies all obligations under Utah Code Title 11, Chapter 48 for their provision of a minimum level of 911 Ambulance Service within their respective city and town, and waive any right to contest the Ground Ambulance License of any of the Fire Districts.

12. **Miscellaneous Provisions.**

12.1 Assignment. The District may assign its rights and obligations under this Agreement to another Fire District with the written consent of the County, which consent shall not be unreasonably withheld.

12.2 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors-in-interest.

12.3 Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

12.4 No Recourse. This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect officer, employee, or representative of the Parties.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

12.6 Business Relationship. This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.

12.7 Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

12.8 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

12.9 Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

12.10 Amendment. This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

12.11 Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantines, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

12.12 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

12.13 Expenses of Enforcement. In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "*prevailing Party*" shall include, without limitation, a Party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

12.14 Notice. Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed below, and shall be deemed effective: (i) upon personal delivery, or (ii) three business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

To: **North Summit Fire Service District**
ATTN: Fire Chief
P.O. Box 187
Coalville, Utah 84017

To: **Summit County**
ATTN: County Manager
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017

Either Party hereto may change its address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

12.15. Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The Parties hereby consent to the jurisdiction and venue of the state courts located in Summit County, Utah.

12.16. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same

counterpart. Further, executed copies of this Agreement delivered by facsimile, email or electronic means shall be deemed an original signed copy of this Agreement.

13. Interlocal Cooperation Act Requirements.

In satisfaction of the requirements of the *Utah Interlocal Cooperation Act*, the Parties agree as follows:

13.1 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 *Utah Interlocal Cooperation Act*, as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the *Utah Interlocal Cooperation Act*.

13.2 In accordance with the provisions of Utah Code §11-13-202.5(3), this Agreement has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law.

13.3 A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code §11-13-209.

13.4 No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the chief executive officer of each Party.

13.5 No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated by the signatures of the respective Parties.

Signature Pages to Follow

Signed this ____ day of _____, 2023.

SUMMIT COUNTY

Roger Armstrong, Chair
Summit County Council

ATTEST:

Evelyn Furse
County Clerk

Reviewed and found to be in proper form and compliance with applicable law:

David L. Thomas
Chief Civil Deputy

Signed this ____ day of _____, 2023.

NORTH SUMMIT FIRE SERVICE
DISTRICT

By: Summit County Council,
its Governing Body

Roger Armstrong, Chair
Summit County Council

Reviewed and found to be in proper form and compliance with applicable law:

Ryan P.C. Stack
Deputy County Attorney

Signed this ____ day of _____, 2023.

COALVILLE CITY

Mark R. Marsh
Mayor

ATTEST:

Trevor Devey
City Recorder

Reviewed and found to be in proper form and compliance with applicable law:

Sheldon Smith
City Attorney

Signed this ____ day of _____, 2023.

TOWN OF HENEFER

Kay H. Richins
Mayor

ATTEST:

Shelley D. Richins
Town Clerk

Reviewed and found to be in proper form and compliance with applicable law:

City Attorney

**RESOLUTION OF INTENT TO ANNEX TERRITORY TO
NORTH SUMMIT FIRE SERVICE DISTRICT
SUMMIT COUNTY, UTAH**

WHEREAS, North Summit Fire Service District (“NSFD”) is a special service district established by Summit County, Utah pursuant to Utah law; and,

WHEREAS, NSFD provides fire protection service, including emergency medical service and 911 ambulance service within its geographical boundaries (the “Fire Protection Service”); and,

WHEREAS, the Summit County Wildland Fire Service Area (“Wildland Fire”) was established to provide wildfire suppression to uninhabited and vacant lands, not Fire Protection Service to developable lands; and,

WHEREAS, the Board of Trustees of Wildland Fire has withdrawn certain land from their service area (the “Withdrawn Lands”) because of an inability to provide adequate levels of Fire Protection Service; and,

WHEREAS, NSFD is in a position to provide Fire Protection Service to the Withdrawn Lands; and,

WHEREAS, NSFD is authorized under Utah Code Title 17, Chapter 1, Parts 2 and 4, to annex lands into the district; and,

WHEREAS, in satisfaction of Utah Code §17D-1-202(2)(c), the Withdrawn Lands will be benefited by annexation to the NSFD, as such lands will be provided Fire Protection Service; and,

WHEREAS, in accordance with Utah Code §17D-1-203(1)(a), the County Council of Summit County, Utah (“County Council”), has determined that the public health, convenience

and necessity requires that Fire Protection Service be provided within the territory which is proposed to be annexed to NSFD, as more specifically provided in Exhibit A to this Resolution; and,

WHEREAS, in accordance with Utah Code §17D-1-207, a public hearing shall be held on the proposal to annex territory to NSFD wherein all interested persons are entitled to attend the public hearing, comment on or protest the annexation proposed in this Resolution; and,

WHEREAS, notice of the public hearing shall be provided as required by Utah Code §17D-1-205;

NOW, THEREFORE, be it hereby resolved by the County Council of Summit County, Utah as follows:

Section 1. Determination to Annex Property. The County Council hereby finds and determines that the public health, convenience, and necessity requires that certain territory situated in Summit County, State of Utah, being generally described as the property situated within and more particularly described in Exhibit B (the “Proposed Annexation Area”), be annexed to NSFD, and that proceedings for the annexation of said territory should be commenced in conformance with Utah law.

Section 2. Summit County Declination of Service and Waiver of Notice. The County Council has determined that Summit County will not provide Fire Protection Service to the Proposed Annexation Area.

Section 3. Intention to Annex. The County Council intends to annex all of the Proposed Annexation Area, or such part or parts as the County Council may determine to be equitable and necessary for the proposed annexation, subject to the filing of written protests in conformance with the provisions of Utah Code §17D-1-206.

Section 4. The boundaries of NSFD shall include all previously established boundaries and the additional Proposed Annexation Area.

Section 5. The services which should be provided within the areas proposed for annexation to NSFD are all of the services which are currently provided in NSFD at the time and date of this Resolution of Intent to Annex; i.e.: to provide fire protection service, including emergency medical service and 911 ambulance service. NSFD is empowered to collect service charges and/or levy taxes in order to fairly and equitably provide the services authorized. NSFD is entitled to enact regulations to accomplish the lawful and legitimate purposes of the district.

Section 6. The name of the district, subsequent to annexation, shall continue to be designated as “North Summit Fire Service District.”

Section 7. Public Hearing and Notice. A public hearing is directed to be held on the Proposed Annexation Area to NSFD on the date and at the time and place specified in the Notice of Intention to Annex Territory to North Summit Fire Service District (the “Notice”), the form and content of which is set forth below. **The Notice shall be published once a week for four (4) consecutive weeks not fewer than five (5) days and no more than twenty (20) days before the date of the public hearing, in a newspaper of general circulation within Summit County, and for thirty-five (35) days before the public hearing on the Utah Public Notice Website.** The Notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING

NOTICE OF INTENTION TO ANNEX TERRITORY TO THE

NORTH SUMMIT FIRE SERVICE DISTRICT

PUBLIC NOTICE is hereby given that the County Council of Summit County, Utah (the “County Council”), has found and declared, in conformance with the applicable provisions of the

Utah Limited Purpose Local Government Entities – Other Entities, Utah Code Title 17D, Chapter 1, *as amended*, that the public health, convenience and necessity requires the annexation of certain real property to the North Summit Fire Service District (the “District”), for the purpose of providing fire protection service, including emergency medical service and 911 ambulance service; said properties being generally described as follows, to wit: Wilderness Acres Subdivisions No.s 1-20, Uintalands Subdivision, Barker Minor Subdivision, Monviso Phase 1 Subdivision, MacKay Manorlands Subdivision No. 1, Pine Plateau Estates Subdivision No.s 1-4, Beaver Knoll Subdivision, Cabins at Bear River Lodge, Christmas Meadows, SS-2039 Development Parcels, SS-2040 Development Parcels, SS-2047 Development Parcels, SS-2050 Development Parcels, SS-2053 Development Parcels, SS-2054 – Elizabeth Mountain Development Parcels, SS-2159 – Lancer-Bluff Road Development Parcels, and SS-2182 – Gilbert Creek Road Development Parcels (together the “Proposed Annexation Area”).

A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF PROPERTIES HEREBY CALLED AND SET FOR WEDNESDAY, THE ____ DAY OF _____, 2023, AT 6:00 P.M., AT THE SUMMIT COUNTY COURTHOUSE, COUNCIL CHAMBERS, 60 N. MAIN STREET, COALVILLE, UTAH, AT WHICH TIME ALL INTERESTED PERSONS MAY APPEAR BEFORE THE COUNTY COUNCIL AND BE HEARD WITH RESPECT TO THE PROPOSED ANNEXATION.

In conformance with the provisions of Utah Code §§17D-1-204 thru 207, and 17D-1-401, any interested person may protest the annexation orally or in writing at the hearing, in writing any time prior to the hearing, or in writing within sixty (60) days after the conclusion of the hearing. If the owners of private real property that is located within the Proposed Annexation Area, covering at least 25% of the total private land area within the entire Proposed Annexation Area and equal in assessed value to at least 15% of the assessed value of all private real property within the entire Proposed Annexation Area, or registered voters residing within the entire Proposed Annexation Area equal in number to at least 25% of the number of votes cast within the entire Proposed Annexation Area for the office of governor at the last regular general election before the adoption of the Resolution of Intent to Annex, file written protests to the annexation of the Proposed Annexation Area, the County Council shall abandon the proposed annexation. Voter registration records of Summit County shall be considered by the County Council as conclusive evidence of residency. Any protest made by the owners of the taxable property proposed to be annexed, signed on behalf of a corporation owning such property, shall be sufficient if it is signed by the president, vice-president, or any duly authorized agent of the

corporation. Where title to any property is held in the name of more than one person, a majority of the persons holding title to it must join in the signing of the protest.

After the conclusion of the public hearing and after the time for filing protests has expired, the County Council shall adopt a resolution either annexing the Proposed Annexation Area or determining that the proposal to annex the Proposed Annexation Area shall be abandoned. Such resolution may contain any changes from the Resolution of Intent to Annex as the County Council determines to be appropriate, including a reduction in the amount of the property to be annexed; but the amount of the property to be annexed may not be increased without the giving of a new notice of intention and the holding of a new public hearing.

After the adoption of the resolution annexing the Proposed Annexation Area to the District, the boundaries of the District shall be modified to include the Proposed Annexation Area, whereupon the Proposed Annexation Area will become an integral part of the District and the owners thereof shall be entitled to receive the benefit of all services provided by the District.

Upon annexation of the Proposed Annexation Area to the District, all properties therein shall be subject to an annually levied ad valorem property tax and any other fees or charges lawfully adopted by the District to pay for all or part of the services to be provided by the District and for the payment of bonds and other obligations of the District.

Additional information about the proposed annexation may be obtained by calling the District Fire Chief at (____) _____.

This Notice is given pursuant to and in accordance with the provisions of Utah Code §17D-1-205. This Notice together with the Resolution of Intent to Annex, are on file and may be seen at the office of the North Summit Fire Service District, _____, Coalville, Utah.

Given and ordered published this _____ day of _____, 2023.

SUMMIT COUNTY COUNCIL

ATTEST:

Evelyn Furse
County Clerk

Roger Armstrong
Chair

(End of Notice)

Section 8. Direction. All officers and employees of NSFD and Summit County are hereby directed to take such actions as shall be necessary and appropriate to effectuate the provisions of this Resolution of Intent to Annex and the intent expressed herein.

Section 9. Effective Date. This Resolution of Intent to Annex shall take effect immediately upon its approval and adoption by the County Council. A copy of this Resolution of Intent to Annex shall be delivered to the Administrative Control Board of the North Summit Fire Service District within five (5) days of the Effective Date.

APPROVED AND ADOPTED this ____ day of _____, 2023.

COUNTY COUNCIL

SUMMIT COUNTY, UTAH

ATTEST:

Evelyn Furse
County Clerk

Roger Armstrong
Chair

APPROVED AS TO FORM:

David L. Thomas
Chief Civil Deputy

CERTIFICATE

The County Council of Summit County, Utah, (the “County”), met in regular public session at the regular meeting place of the County Council at the anchor location of the Summit County Courthouse, Council Chambers, 60 N. Main Street, Coalville, Utah, on _____, 2023.

On roll call, the following members of the County Council were determined to be present:

- | | |
|-------------------------|---------------|
| Roger Armstrong | Chair |
| Malena Stevens | Vice Chair |
| Tonja Hanson | Councilmember |
| Canice Harte | Councilmember |
| Christopher F. Robinson | Councilmember |

There were also present:

- | | |
|--------------|------------------------------------|
| Evelyn Furse | County Clerk |
| David Thomas | Chief Civil Deputy County Attorney |

After the meeting had been duly called to order, the County Clerk presented evidence to the County Council of the giving of not less than twenty-four (24) hours public notice of the agenda, date, time and place of the meeting in compliance with the requirements of Utah Code §52-4-202, as amended, by (1) posting written notice of the meeting at the principal office of the

County Council, (2) posting notice on the Utah Public Notice Website, and (3) providing notice to at least one newspaper of general circulation within the geographic jurisdiction of the County, or to a local media correspondent. The affidavit was ordered recorded in the minutes of the meeting and is as set forth in ATTACHMENT “I” hereto.

I hereby certify that after the conduct of other business, the above resolution was introduced in written form by Councilmember _____, was read and discussed, and pursuant to motion made by Councilmember _____, and seconded by Councilmember _____, was adopted by the following vote:

Aye: Canice Harte

 Christopher Robinson

 Malena Stevens

 Tonja Hanson

 Roger Armstrong

Absent: None

Nay: None

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed the official seal of Summit County, Utah, this ____ day of _____, 2023.

[SEAL]

Evelyn Furse, County Clerk
Summit County, Utah

ATTACHMENT I

STATE OF UTAH)

 : ss.

County of Summit)

AFFIDAVIT

I, the undersigned, the duly qualified and acting Executive Assistant of Summit County, Utah, do hereby certify, according the records of the County Council in my possession, and upon my own knowledge and belief, that in accordance with the requirements of Utah Code §52-4-202, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the _____, 2023 public meeting held by the County Council of Summit County, Utah, by:

(a) causing a Notice of Public Meeting to be posted at the principal office of the County Council at Coalville, Utah, on or before _____, 2023, at least twenty-four (24) hours before the convening of the meeting, in the form attached hereto as ATTACHMENT II; said Notice of Public Meeting having continuously remained so posted and available for public inspection for the regular office hours of the County Council until the convening of the meeting; and

(b) causing a copy of the Notice of Public Meeting in a form attached hereto as ATTACHMENT II to be provided on or before _____, 2023, at least twenty-four (24) hours before the convening of the meeting, to the *Utah Public Notice Website*.

(c) causing a copy of the Notice of Public Meeting in a form attached hereto as ATTACHMENT II to be provided on or before _____, 2023, at least twenty-four (24) hours before the convening of the meeting, to *The Park Record*, a newspaper of general circulation, within the geographical jurisdiction of Summit County, and to any other local media, correspondent, newspaper, radio station or television station which has requested notification of meetings of the County Council.

IN WITNESS WHEREOF, I have hereunto subscribed by official signature and impressed the official seal of Summit County, Utah, this ____ day of _____, 2023.

Annette Singleton, Executive Assistant
Summit County, Utah

[SEAL]

ATTACHMENT II
ATTACH COPY OF AGENDA (Notice of Public Meeting)

EXHIBIT A

AREAS TO BE ANNEXED TO
NORTH SUMMIT FIRE SERVICE DISTRICT
(Map Included)

Wilderness Acres Subdivisions No.s 1-20

Uintalands Subdivision

Barker Minor Subdivision

Monviso Phase 1 Subdivision

MacKay Manorlands Subdivision No. 1

Pine Plateau Estates Subdivision No.s 1-4

Beaver Knoll Subdivision

Cabins at Bear River Lodge

Christmas Meadows

SS-2039 Development Parcels

SS-2040 Development Parcels

SS-2047 Development Parcels

SS-2050 Development Parcels

SS-2053 Development Parcels

SS-2054 – Elizabeth Mountain Development Parcels

SS-2159 – Lancer-Bluff Road Development Parcels

SS-2182 – Gilbert Creek Road Development Parcels

A

[Map]

A

EXHIBIT B

PROPERTIES IN AREA PROPOSED FOR ANNEXATION
TO NORTH SUMMIT FIRE SERVICE DISTRICT

Wilderness Acres #1 Subdivision

WA-1-1-2
WA-1-3
WA-1-4
WA-1-5
WA-1-6
WA-1-7
WA-1-8
WA-1-9
WA-1-10
WA-1-11
WA-1-12
WA-1-13-AM
WA-1-16
WA-1-17
WA-1-18
WA-1-19
WA-1-20
WA-1-21
WA-1-22
WA-1-24
WA-1-25
WA-1-26
WA-1-27-AM
WA-1-29
WA-1-30
WA-1-31
WA-1-32
WA-1-33-34

Wilderness Acres #2 Subdivision

WA-2-1
WA-2-2-AM
WA-2-3-AM
WA-2-4
WA-2-5
WA-2-6
WA-2-7
WA-2-8

B

WA-2-9
WA-2-12
WA-2-12-A
WA-2-13
WA-2-14
WA-2-14-A
WA-2-15

Wilderness Acres #3 Subdivision

WA-3-301
WA-3-301-A
WA-3-302
WA-3-302-A
WA-3-302-A-1
WA-3-302-B
WA-3-303-AM
WA-3-304-AM
WA-3-305
WA-3-306
WA-3-306-A
WA-3-307
WA-3-307-A
WA-3-308-A
WA-3-308-B
WA-3-309
WA-3-310
WA-3-310-A

Wilderness Acres #4 Subdivision

WA-4-401
WA-4-402
WA-4-403
WA-4-404
WA-4-404-A
WA-4-405
WA-4-406
WA-4-407
WA-4-408
WA-4-409
WA-4-410
WA-4-411-A
WA-4-411-412-AM
WA-4-413
WA-4-414
WA-4-415
WA-4-416

B

WA-4-417
WA-4-418
WA-4-420-2AM
WA-4-422
WA-4-423
WA-4-424
WA-4-425-AM
WA-4-427
WA-4-428
WA-4-429
WA-4-430
WA-4-431
WA-4-432
WA-4-435
WA-4-436

Wilderness Acres #5 Subdivision

WA-5-1
WA-5-2
WA-5-3
WA-5-4
WA-5-5
WA-5-6
WA-5-7
WA-5-7-A
WA-5-7-B
WA-5-7-C
WA-5-7-D
WA-5-8
WA-5-9
WA-5-10
WA-5-11
WA-5-12
WA-5-13
WA-5-14
WA-5-15

Wilderness Acres #6 Subdivision

WA-6-601
WA-6-602
WA-6-603
WA-6-604
WA-6-605
WA-6-606
WA-6-607
WA-6-608

B

WA-6-609
WA-6-610
WA-6-611
WA-6-612-614
WA-6-613
WA-6-615
WA-6-616
WA-6-617
WA-6-618
WA-6-618-1
WA-6-619
WA-6-620
WA-6-621
WA-6-622
WA-6-623
WA-6-624
WA-6-625
WA-6-626
WA-6-627
WA-6-628
WA-6-629
WA-6-630
WA-6-631
WA-6-632

Wilderness Acres #7 Subdivision

WA-7-701
WA-7-702
WA-7-703
WA-7-704
WA-7-705
WA-7-706
WA-7-707
WA-7-708
WA-7-709
WA-7-709-A
WA-7-710
WA-7-711
WA-7-712
WA-7-712-A-AM
WA-7-713
WA-7-714

Wilderness Acres #8 Subdivision

WA-8-801
WA-8-802

B

WA-8-803
WA-8-804
WA-8-805
WA-8-806
WA-8-810
WA-8-811
WA-8-812
WA-8-813
WA-8-814
WA-8-815
WA-8-816
WA-8-817
WA-8-818
WA-8-819
WA-8-820
WA-8-821
WA-8-822
WA-8-823
WA-8-824
WA-8-825
WA-8-826
WA-8-827
WA-8-828
WA-8-829
WA-8-830
WA-8-831
WA-8-832
WA-8-833
WA-8-834
WA-8-835
WA-8-836
WA-8-836-A
WA-8-837
WA-8-838
WA-8-839
WA-8-840
WA-8-841
WA-8-842

Wilderness Acres #9 Subdivision

WA-9-901
WA-9-902
WA-9-903
WA-9-904
WA-9-905
WA-9-906

B

WA-9-907
WA-9-908
WA-9-909
WA-9-910
WA-9-911
WA-9-912
WA-9-913
WA-9-914
WA-9-915
WA-9-916
WA-9-917
WA-9-918
WA-9-919
WA-9-920
WA-9-921
WA-9-922
WA-9-923
WA-9-924
WA-9-925
WA-9-926
WA-9-927
WA-9-928
WA-9-929
WA-9-930
WA-9-931
WA-9-932
WA-9-933
WA-9-934
WA-9-935
WA-9-936
WA-9-937
WA-9-938
WA-9-939
WA-9-940
WA-9-941
WA-9-942
WA-9-943
WA-9-944-A
WA-9-946
WA-9-947
WA-9-948
WA-9-949
WA-9-950

Wilderness Acres #10 Subdivision

WA-10-1001

B

WA-10-1002
WA-10-1003
WA-10-1004-A
WA-10-1005
WA-10-1006
WA-10-1007
WA-10-1008
WA-10-1009
WA-10-1010
WA-10-1011
WA-10-1012
WA-10-1013
WA-10-1014
WA-10-1015
WA-10-1016
WA-10-1017
WA-10-1018
WA-10-1019
WA-10-1020
WA-10-1021
WA-10-1022
WA-10-1023
WA-10-1023-A
WA-10-1024
WA-10-1025
WA-10-1026
WA-10-1027
WA-10-1028
WA-10-1029
WA-10-1030
WA-10-1031
WA-10-1032
WA-10-1033
WA-10-1034
WA-10-1035
WA-10-1036
WA-10-1037
WA-10-1038
WA-10-1039
WA-10-1040
WA-10-1041
WA-10-1042
WA-10-1043
WA-10-1044
WA-10-1045
WA-10-1046

B

WA-10-1047
WA-10-1048
WA-10-1049
WA-10-1050
WA-10-1051
WA-10-1052
WA-10-1053
WA-10-1054

Wilderness Acres #11 Subdivision

WA-11-1
WA-11-2
WA-11-3
WA-11-4
WA-11-5
WA-11-6
WA-11-7
WA-11-7A
WA-11-8
WA-11-9
WA-11-10
WA-11-11
WA-11-12
WA-11-13
WA-11-14
WA-11-15
WA-11-16A-AM
WA-11-18A-AM
WA-11-20
WA-11-21
WA-11-22
WA-11-23
WA-11-24
WA-11-25
WA-11-26
WA-11-27
WA-11-28A-AM
WA-11-30

Wilderness Acres #12 Subdivision

WA-12-1
WA-12-1-A
WA-12-2
WA-12-3
WA-12-4
WA-12-5

B

WA-12-6
WA-12-7
WA-12-8
WA-12-9
WA-12-10
WA-12-11
WA-12-12

Wilderness Acres #13 Subdivision

WA-13-1
WA-13-2
WA-13-3
WA-13-4-A
WA-13-4-B
WA-13-5
WA-13-6
WA-13-7
WA-13-8
WA-13-9
WA-13-10
WA-13-10-A
WA-13-11
WA-13-12
WA-13-13
WA-13-14
WA-13-15-AM
WA-13-16-AM
WA-13-SS-2041-26

Wilderness Acres #14 Subdivision

WA-14-1
WA-14-2-3
WA-14-4
WA-14-5
WA-14-6
WA-14-7
WA-14-8
WA-14-9
WA-14-10
WA-14-11-A-B

Wilderness Acres #15 Subdivision

WA-15-1
WA-15-1-A
WA-15-2
WA-15-3

B

WA-15-4
WA-15-4-B
WA-15-5
WA-15-6
WA-15-7
WA-15-8
WA-15-9
WA-15-10
WA-15-11
WA-15-11-A
WA-15-12
WA-15-13
WA-15-14
WA-15-15
WA-15-16

Wilderness Acres #16 Subdivision

WA-16-1-A
WA-16-1-B
WA-16-1-C
WA-16-1-D
WA-16-1-D-2
WA-16-2-AM
WA-16-3-AM
WA-16-5
WA-16-6
WA-16-16-AM
WA-16-16A-AM
WA-16-17-18
WA-16-19
WA-16-20
WA-16-21
WA-16-22-AM
WA-16-23-AM
WA-16-24
WA-16-25
WA-16-26
WA-16-27
WA-16-28
WA-16-29
WA-16-30
WA-16-31
WA-16-32
WA-16-33-35

B

Wilderness Acres #17 Subdivision

WA-17-1
WA-17-2
WA-17-3
WA-17-4
WA-17-5
WA-17-6
WA-17-7
WA-17-8
WA-17-9
WA-17-10
WA-17-11
WA-17-12
WA-17-13
WA-17-14
WA-17-15
WA-17-16
WA-17-17
WA-17-18
WA-17-19
WA-17-20
WA-17-21
WA-17-22

Wilderness Acres #18 Subdivision

WA-18-1-AM
WA-18-3-AM
WA-18-4-AM
WA-18-5-AM
WA-18-6-AM
WA-18-7-AM
WA-18-7-A-AM
WA-18-8-AM
WA-18-9-AM

Wilderness Acres #19 Subdivision

WA-19-1
WA-19-2
WA-19-3-AM
WA-19-4-AM
WA-19-5
WA-19-6
WA-19-7
WA-19-8
WA-19-9
WA-19-10

B

WA-19-11-A
WA-19-12
WA-19-13
WA-19-14
WA-19-15
WA-19-16
WA-19-17
WA-19-18
WA-19-19

Wilderness Acres #20 Subdivision

WA-20-1
WA-20-2
WA-20-3
WA-20-4
WA-20-5
WA-20-6
WA-20-7
WA-20-8
WA-20-9
WA-20-10
WA-20-11
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WA-20-28
WA-20-29
WA-20-30
WA-20-31
WA-20-32
WA-20-33
WA-20-34
WA-20-35

B

WA-20-36
WA-20-37
WA-20-38
WA-20-39
WA-20-40
WA-20-41
WA-20-42
WA-20-43
WA-20-44
WA-20-45
WA-20-46
WA-20-47

Uintalands Subdivision

UL-ASSOCIATION
IL-PARK

UL-1997-A-1
UL-94-A
UL-94-B
UL-94-C
UL-93-A
UL-93-B
UL-93-C
UL-92-A
UL-92-B
UL-92-C
UL-91-A
UL-91-B
UL-91-C
UL-90-A
UL-90-B
UL-90-C
UL-89-A
UL-89-B
UL-89-C
UL-88D
UL-87-A
UL-87-B
UL-87-C
UL-86-A
UL-86-B
UL-86-C
UL-1995-A-1
UL-85A-LLA
UL-85B-LLA

B

UL-84-A
UL-84-B
UL-84-C
UL-83-A
UL-83-B
UL-83-C
UL-82-A
UL-82-B
UL-82-C
UL-81-A
UL-81-B
UL-81-C
UL-80-A
UL-80-B
UL-80-C
UL-79-A
UL-79-B
UL-79-C
UL-78-A
UL-78-B
UL-78-C
UL-77-A
UL-77-B
UL-77-C
UL-76
UL-75
UL-74
UL-74-B
UL-74-C
UL-73-A
UL-73-B
UL-73-C
UL-72-A
UL-72-B
UL-72-C
UL-71-A
UL-71-B
UL-71-C
UL-70-A
UL-70-B
UL-70-C
UL-69-A
UL-69-B
UL-69-C
UL-69-D
UL-68-A-AM

B

UL-68-B
UL-68-C-AM
UL-67-A
UL-67-B
UL-67-B-1
UL-67-C
UL-66-A
UL-66-B
UL-66-C
UL-65-A-B
UL-65-B-A
UL-65-C
UL-64-A
UL-64-B
UL-64-C
UL-63-A
UL-63-B
UL-63-C
UL-62-A
UL-62-B
UL-62-C
UL-61-A
UL-61-B
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UL-50-A
UL-50-B
UL-50-C
UL-49-A
UL-49-B
UL-49-C
UL-49-D
UL-48-A
UL-48-B
UL-48-C
UL-47-A
UL-47-B
UL-47-C
UL-46-A
UL-46-B
UL-46-C
UL-45-A
UL-45-B
UL-45-C
UL-44-A
UL-44-B
UL-44-C
UL-44-D
UP-43-A
UL-43-B
UL-43-C
UL-42-A
UL-42-B
UL-42-C
UL-41-A
UL-41-B
UL-41-C
UL-40-A
UL-40-B
UL-40-C
UL-39-A
UL-39-B
UL-39-C

B

UL-38-A
UL-38-B
UL-38-C
UL-37-A
UL-37-B
UL-36-A
UL-36-B
UL-36-C
UL-35-A
UL-35-B
UL-35-A
UL-34-A
UL-34-B
UL-34-C
UL-33E
UL-33D
UL-32
UL-31-A
UL-31-B
UL-31-C
UL-30-A
UL-30-B
UL-30-C
UL-29-A
UL-29-B
UL-29-C
UL-28-A
UL-28-B
UL-28-C
UL-27-A
UL-27-B
UL-27-C
UL-26-A
UL-26-B
UL-25-A
UL-25-B
UL-25-C
UL-24A-AM
UL-24B-AM
UL-24-C
UL-23
UL-22-A
UL-22-B
UL-22-C
UL-21
UL-20A-AM

B

UL-20B-AM
UL-20-C
UL-19-A
UL-19-B
UL-19-C
UL-18-A
UL-18-B
UL-18-C
UL-17-A
UL-17-B
UL-17-C
UL-16-A&B
UL-16C
UL-15-A-AM
UL-15-B
UL-15-C
UL-14-A
UL-14-B
UL-14-C
UL-13-A
UL-13-B
UL-13-C
UL-12-A
UL-12-B
UL-12-C
UL-11-A
UL-11-B
UL-11-C
UL-10
UL-10-1
UL-9
UL-8-A
UL-8-B
UL-7-A
UL-7-B
UL-7-C
UL-6-A
UL-6-B
UL-6-C
UL-5-A
UL-5-B
UL-5-C
UL-4-A
UL-4-B
UL-4-C
UL-3

B

UL-2-A
UL-2-B
UL-2-C
UL-1

Barker Minor Subdivision

Barker-1
Barker-2

Monviso Phase 1 Subdivision

MVSO-1-A-2AM
MVSO-1-B-AM
MVSO-1-C-AM
MVSO-1-D-AM
MVSO-1-E-AM
MVSO-1-A-AM
MVSO-1-2-2AM
MVSO-1-3-AM
MVSO-1-4-AM
MVSO-1-5-AM
MVSO-1-6-AM
MVSO-1-7-AM
MVSO-1-8-AM
MVSO-1-9-AM
MVSO-1-10-AM
MVSO-1-11-AM
MVSO-1-12-AM
MVSO-1-13-AM
MVSO-1-14-AM
MVSO-1-15-AM
MVSO-1-16-AM
MVSO-1-17-AM
MVSO-1-18-AM
MVSO-1-19-AM
MVSO-1-20-AM
MVSO-1-21-AM
MVSO-1-22-AM
MVSO-1-23-AM
MVSO-1-24-AM
MVSO-1-25-AM
MVSO-1-26-AM
MVSO-1-27-AM
MVSO-1-28-AM
MVSO-1-29-AM
MVSO-1-30-AM
MVSO-1-31-AM

B

MacKay Manorlands Subdivision No. 1

MM-1
MM-2
MM-3
MM-4
MM-5
MM-6
MM-6-A
MM-7
MM-8
MM-9
MM-10
MM-11
MM-12
MM-13
MM-14
MM-15
MM-16
MM-17

Pine Plateau Estates Subdivision No. 1

PE-1-1
PE-1-1-A
PE-1-2
PE-1-3
PE-1-4
PE-1-5

Pine Plateau Estates Subdivision No. 2

PE-2-201
PE-2-202
PE-2-203
PE-2-204
PE-2-205
PE-2-206
PE-2-207
PE-2-208
PE-2-209
PE-2-210
PE-2-211
PE-2-212
PE-2-213
PE-2-214
PE-2-215
PE-2-216
PE-2-217

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PE-2-218
PE-2-219
PE-2-220
PE-2-221
PE-2-222
PE-2-223
PE-2-224
PE-2-225
PE-2-226
PE-2-227
PE-2-228
PE-2-229
PE-2-230
PE-2-231
PE-2-232
PE-2-233
PE-2-234
PE-2-235
PE-2-236
PE-2-237
PE-2-238

Pine Plateau Estates Subdivision No. 3

PE-3-301
PE-3-302
PE-3-303
PE-3-304
PE-3-305
PE-3-306
PE-3-307
PE-3-308
PE-3-309
PE-3-310
PE-3-311
PE-3-312
PE-3-313
PE-3-314
PE-3-315
PE-3-316
PE-3-317
PE-3-318
PE-3-319
PE-3-320
PE-3-321
PE-3-322
PE-3-323A-AM

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PE-3-325
PE-3-326
PE-3-327
PE-3-328
PE-3-329
PE-3-330
PE-3-331
PE-3-332
PE-3-333
PE-3-334
PE-3-335
PE-3-336

Pine Plateau Estates Subdivision No. 4

PE-4-401
PE-4-402
PE-4-403
PE-4-404
PE-4-405
PE-4-406
PE-4-407
PE-4-408
PE-4-409
PE-4-410
PE-4-411
PE-4-412
PE-4-412-A
PE-4-413
PE-4-414
PE-4-415
PE-4-416
PE-4-417
PE-4-418
PE-4-419
PE-4-420
PE-4-421
PE-4-422
PE-4-423
PE-4-424
PE-4-425
PE-4-426
PE-4-427
PE-4-428
PE-4-429
PE-4-430
PE-4-431

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PE-4-432
PE-4-433
PE-4-434
PE-4-435
PE-4-436
PE-4-437
PE-4-438
PE-4-439
PE-4-440
PE-4-441
PE-4-442
PE-4-443
PE-4-444
PE-4-445
PE-4-446
PE-4-447
PE-4-448

Beaver Knoll Subdivision

BK-1
BK-2
BK-3
BK-4
BK-5
BK-6
BK-7
BK-8
BK-9

Cabins at Bear River Lodge

CBRLC-1-1-2AM
CBRLC-1-2-2AM
CBRLC-2-1-2AM
CBRLC-2-2-2AM
CBRLC-3-1-2AM
CBRLC-3-2-2AM
CBRLC-4-1-2AM
CBRLC-4-2-2AM
CBRLC-5-1-2AM
CBRLC-5-2-2AM
CBRLC-6-2AM
CBRLC-7-2AM
CBRLC-8-2AM
CBRLC-9-2AM
CBRLC-10-2AM
CBRLC-11-2AM

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CBRLC-12-2AM
CBRLC-13-2AM
CBRLC-14-2AM
CBRLC-15-2AM
CBRLC-16-2AM

Christmas Meadows

SS-2318-IMP
SS-2295-IMP
SS-2294-IMP
SS-2288-IMP
SS-2302-IMP
SS-2304-IMP
SS-2287-IMP
SS-2305-IMP
SS-2308-IMP
SS-2293-IMP
SS-2309-IMP
SS-2306-IMP
SS-2307-IMP
SS-2310-IMP
SS-2311-IMP
SS-2312-IMP
SS-2290-IMP
SS-2296-IMP
SS-2289-IMP
SS-2313-IMP
SS-2314-IMP
SS-2291-IMP
SS-2298-IMP
SS-2317-IMP
SS-2315-IMP
SS-2316-IMP
SS-2297-IMP
SS-2286-IMP
SS-2319-IMP
SS-2303-IMP
SS-2320-IMP
SS-2321-IMP
SS-2292-IMP
SS-2322-IMP
SS-2299-IMP
SS-2323-IMP
SS-2324-IMP
SS-2325-IMP
SS-2300-IMP

B

SS-2301-IMP

SS-2039 Development Parcels

SS-2039-D
SS-2039-E
SS-2039-E-1
SS-2039-E-1-3-A
SS-2039-E-1-3-B
SS-2039-E-1-3-C
SS-2039-E-3
SS-2039-E-3-A
SS-2039-G
SS-2039-G-1

SS-2040 Development Parcels

SS-2040-A-1
SS-2040-A-2
SS-2040-A-3
SS-2040-A-4
SS-2040-B
SS-2040-B-1
SS-2040-26

SS-2047 Development Parcels

SS-2047-A
SS-2047-D
SS-2047-G
SS-2047-E-10
SS-2047-F
SS-2047-F-1
SS-2047-K
SS-2047-L
SS-2047-I
SS-2047-N
SS-2047-N-1
SS-2047-N-2
SS-2047-O
SS-2047-P
SS-2047-P-1
SS-2047-R
SS-2047-R-1
SS-2047-S

B

SS-2047-U
SS-2047-U-1
SS-2047-U-3
SS-2047-U-4
SS-2047-U-5
SS-2047-V
SS-2047-W
SS-2047-U-Z
SS-2047-Z

SS-2048 Development Parcels

EQ-SS-2048-C
SS-2048-A-1
EQ-SS-2048-A
SS-2048-B

SS-2050 Development Parcels

SS-2050
SS-2050-B-1
SS-2050-B-2
SS-2050-B-2-A
SS-2050-B-2-B
SS-2050-B-3
SS-2050-B-4
SS-2050-B-14
SS-2050-C
SS-2050-F
SS-2050-G
SS-2050-H
SS-2050-J
SS-2050-K
SS-2050-M
SS-2050-M-1
SS-2050-M-2
SS-2050-M-3
SS-2050-M-4
SS-2050-L
SS-2050-L-1

SS-2053 Development Parcels

SS-2053-A
SS-2053-C
SS-2053-E
SS-2053-F
SS-2053-F-1

B

SS-2053-G
SS-2053-H
SS-2053-H-1

SS-2054 – Elizabeth Mountain Development Parcels

SS-2054
SS-2054-B
SS-2054-B-1
SS-2054-B-2
SS-2054-B-3
SS-2054-C
SS-2054-C-1
SS-2054-D
SS-2054-E
SS-2054-F
SS-2054-G
SS-2054-G-A
SS-2054-H
SS-2054-H-1
SS-2054-I
SS-2054-K
SS-2054-L

SS-2159 – Lancer-Bluff Road Development Parcels

SS-2159
SS-2159-A
SS-2159-B
SS-2159-B-1
SS-2159-B-2
SS-2159-C
SS-2159-D
SS-2159-E
SS-2159-F
SS-2156-G
SS-2159-H
SS-2159-I
SS-2159-J
SS-2159-J-1
SS-2159-J-1-A
SS-2159-J-1-B
SS-2159-J-1-C
SS-2159-J-2
SS-2159-J-3
SS-2159-J-4
SS-2159-K
SS-2159-K-1

B

SS-2159-K-2
SS-2159-K-3
SS-2159-K-4
SS-2159-K-5
SS-2159-K-6
SS-2159-K-7
SS-2159-L
SS-2159-O
SS-2159-P
SS-2159-Q
SS-2159-R
SS-2159-S
SS-2159-T
SS-2159-U
SS-2159-V
SS-2159-W
SS-2159-Y
SS-2159-Y-1
SS-2159-Y-2
SS-2159-Y-3
SS-2159-1-A

SS-2182 – Gilbert Creek Road Development Parcels

SS-2182
SS-2182-A-1
SS-2182-A-2
SS-2182-A-3
SS-2182-A-4
SS-2182-A-5
SS-2182-A-6
SS-2182-A-7
SS-2182-A-8
SS-2182-A-9
SS-2182-A-10
SS-2182-B
SS-2182-B-1
SS-2182-B-2
SS-2182-B-3
SS-2182-B-4
SS-2182-B-4-A
SS-2182-B-4-B
SS-2182-B-5
SS-2182-B-6
SS-2182-B-7
SS-2182-C
SS-2182-C-1

B

SS-2182-C-1-A
SS-2182-C-2
SS-2182-C-3
SS-2182-C-3-A
SS-2182-D
SS-2182-E
SS-2182-E-1
SS-2182-F
SS-2182-G

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**MUTUAL AID AGREEMENT
BETWEEN PARK CITY FIRE SERVICE DISTRICT,
NORTH SUMMIT FIRE SERVICE DISTRICT,
SOUTH SUMMIT FIRE PROTECTION DISTRICT,
SUMMIT COUNTY WILDLAND FIRE SERVICE AREA
AND SUMMIT COUNTY, UTAH**

THIS AGREEMENT (“*Agreement*”) is made and entered into this _____ day of _____, 2023 (the “*Effective Date*”), by and between the **PARK CITY FIRE SERVICE DISTRICT (“PCFD”), NORTH SUMMIT FIRE SERVICE DISTRICT (“NSFSD”), SOUTH SUMMIT FIRE PROTECTION DISTRICT (“SSFPD”), SUMMIT COUNTY WILDLAND FIRE SERVICE AREA (“SCWFSA”), and SUMMIT COUNTY, UTAH (“County”),** any of which may be referred to herein as a “*Party*” and all of which may be collectively referred to herein as “*Parties*.”

RECITALS

WHEREAS, the Parties desire to enter into a mutual interlocal agreement for fire protection and emergency medical services that will be beneficial to all Parties; and,

WHEREAS, the Parties enter into this Mutual Aid Agreement (the “*Agreement*”) pursuant to the provisions of the *Utah Interlocal Cooperation Act*, Utah Code §§ 11-13-101 *et seq.*; and,

WHEREAS, PCFD, NSFSD, and SSFPD own and maintain equipment for the suppression of fires, and retain personnel who are trained to provide various levels of firefighting response; and,

WHEREAS, PCFD and NSFSD own and maintain equipment for the provision of Emergency Medical Services (“*EMS*”, which term includes 911 emergency response and ground transport, where necessary), and retain personnel who are trained and certified as Advanced Emergency Medical Technicians (“*AEMT*”) and can deliver this level of emergency medical response; and,

WHEREAS, PCFD is licensed to provide paramedic rescue response, and retains personnel who are certified as paramedics; and,

WHEREAS, PCFD and NSFSD are special service districts created and governed by the Summit County Council (the “*Council*”) pursuant to Utah Code §§ 17D-1-101 *et seq.*; and,

WHEREAS, SSFPD is a fire protection district created pursuant to Utah Code §§ 17B-2a-301 *et seq.*; and,

WHEREAS, Summit County is responsible, pursuant to Utah Code § 11-48-103, to provide a minimum level of 911 ambulance services within its unincorporated areas and has separately contracted with PCFD, SSFPD, and NSFSD for this purpose; and,

WHEREAS, *Coalville City, Park City, Kamas City, Oakley City, Francis City and Henefer Town* (together, the “*Cities*”) are responsible, pursuant to Utah Code § 11-48-103, to provide a minimum level of 911 ambulance services within their respective Cities and have entered into

interlocal agreements with the Parties for this purpose; and,

WHEREAS, the SCWFSA is governed by the Council and responds to wildland fires in areas not served by PCFD, SSFPD, and NSFSD; and,

WHEREAS, the County has formed the *Summit County Wildland Fire Unit* (“*SCWFU*”) in cooperation with SCWFSA for the purpose of responding to wildfires within Summit County; and,

WHEREAS, under a cooperative agreement with the *Utah Division of Forestry, Fire and State Lands*, the County, together with PCFD, SSFPD, NSFSD, and SCWFSA, provide for the initial attack of wildland fires within their respective geographic boundaries (the “*Initial Attack*”) and the SCWFU provides for the extended attack of wildland fires countywide (the “*Extended Attack*”) until state resources replace it; and,

WHEREAS, the Parties desire to enter into a mutual aid agreement whereby each of the Parties may assist another Party by supplying fire protection and/or EMS to the other Party upon request; and,

WHEREAS, the Parties desire to enter into this Agreement relating to mutual response, use of firefighting and EMS/life-saving equipment and personnel to fight structure and wildland fires and respond to emergency medical calls and conduct medical transports, and to authorize the use of equipment and personnel in providing emergency fire, Initial Attack, and medical response both within and outside the normal geographical boundaries of each Party; and,

WHEREAS, in the event of a major fire, disaster, or other emergency, each of the Parties may need the assistance of another Party or all Parties to provide supplemental fire suppression and/or EMS equipment and personnel, except that any medical response shall not exceed the level for which the Responding Party (*defined below*) is licensed or designated to operate by the State of Utah Bureau of Emergency Services and Preparedness; and,

WHEREAS, each of the Parties has the necessary equipment and personnel to enable it to provide supplemental service to the other Parties in the event of such an emergency; and,

WHEREAS, SSFPD is not yet licensed to provide EMS and has separately contracted and agreed with PCFD for PCFD to provide EMS within SSFPD’s geographic boundaries; and,

WHEREAS, the geographical boundaries of each Party are aligned in such a manner as to enable each Party to render mutual aid service to the others; and,

WHEREAS, each Party desires to cooperate with and assist the other Parties in times of emergency and in incidents requiring emergency medical response;

AGREEMENT

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to provide reciprocal authority to the Parties to provide firefighting and emergency medical services outside of their respective geographical boundaries and within the geographical boundaries of the other Parties.
2. **Request for Assistance.** The commanding officer of the fire department/district or the officer in charge of a fire unit or an EMS crew (the “*Requesting Party*”) is authorized to request assistance from another Party (the “*Responding Party*”) if confronted with an emergency at which the Requesting Party has need for equipment or personnel in excess of that available to the Requesting Party.
3. **Response to Request.** Upon receipt of such a request, the commanding officer of the Responding Party shall immediately take the following action:
 - a. Determine if the Responding Party has equipment and personnel available to respond to the Requesting Party and determine the nature of the equipment and number of personnel available.
 - b. Determine what available equipment and what available personnel can and should be dispatched in accordance with the operating plans and procedures established by the Parties.
 - i. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions. Responses by the Responding Party under this Agreement shall be made only when the absence of fire and/or emergency medical personnel and/or equipment will not jeopardize the fire services and/or emergency medical services in the geographical boundaries of the Responding Party furnishing assistance to the Requesting Party.
 - ii. In the event the needed equipment and personnel are not available, to immediately advise the Requesting Party of such fact.
4. **Emergency Scene; Services Rendered.**
 - a. In the event that a Party is incorrectly dispatched to an emergency incident outside of its own jurisdictional boundaries, the dispatched Party will proceed to handle the emergency situation until the Party with proper jurisdiction has arrived upon the scene and completed deployment of manpower and equipment to effectively address the incident. At the discretion of the Incident Commander (*defined below*) having jurisdictional responsibility over the incident, the Party initially responding to the fire or emergency may be asked to continue assistance at the fire or emergency or may be relieved from providing further assistance.

- b. If the Party with proper jurisdiction over an incident does not arrive at the scene of the incident before the initial Responding Party has completed the operation and leaves, it shall be the responsibility of the Responding Party to notify the Party with proper jurisdiction of the fact that the incident was responded to and handled in its entirety by the initial Responding Party. A written report must be completed and can be accomplished through the normal monthly incident report process. A written report must be completed and submitted by the end of the month in which the incident response occurred.
 - c. The Responding Party will stay on scene until it is released by the Incident Commander or the incident is terminated, subject to the unlimited right of the Responding Party to withdraw its services and personnel to protect and serve its own jurisdiction as it determines necessary in its sole discretion.
5. **Unified Command Process.** The first arriving unit shall take command with the Incident Command System, which is the command component of the *National Incident Management System* (“NIMS”). When a more experienced and/or senior officer arrives on scene he or she may be in command of the operation(s), under which the responding personnel and equipment shall serve. This initial command shall be passed either in-person or by radio communications, from the current *Incident Commander* (“IC”) to the arriving more senior officer. Where a Unified Command is established, the *Area Having Jurisdiction* (“AHJ”) shall assume command. In the event that multiple parties respond to the scene of an incident (e.g., structural fires, wildland fires, emergency medical incidents, search and rescue calls, and haz-mat incidents), command of the incident shall be the responsibility of the Party that has proper jurisdiction over the incident. Command of the combined responding departments shall be through the unified command structure process under the direction of the Party with property jurisdiction. In the case of a wildfire, the *County Fire Warden* shall be the Incident Commander of an Extended Attack.
6. **Deployment of Personnel and Equipment by Responding Party.** In the event that a Party is requested to respond to or is dispatched to an emergency incident outside of its own jurisdictional boundaries, the amount of personnel and equipment to be utilized by the Responding Party and the manner in which the incident is handled will be determined by the Responding Party’s administrators or such person as is authorized by the Responding Party, subject to the unified command process as set forth in Section 5 of this Agreement. Each Party is obligated to preserve evidence and initiate an appropriate fire investigation. All evidence and findings resulting from its fire investigation shall be timely provided by the Responding Party to the Party with proper jurisdiction.
7. **Priority to Own Jurisdiction.** This Agreement shall not relieve any Party of its obligations or responsibilities imposed upon it by law. All Parties hereby agree that if response to emergency incidents within their own jurisdiction preclude them from providing firefighting or emergency medical services as provided under the terms of this Agreement, there shall be no obligation of any Party to provide the services described herein. Each Party agrees to immediately notify the other Party if it is

unable to provide services to that other Party upon a request for assistance.

8. **Recompense.** The personnel of the Responding Party shall not be considered for any purpose to be employees of the Requesting Party. The Requesting Party shall have no obligation for payment of wages, or withholding for unemployment or worker's compensation taxes or for the repayment of any benefits to the personnel of the Responding Party for services rendered by the Responding Party.
9. **Termination of Service.** Equipment and personnel from the Responding Party shall be released by the Incident Commander when the services of the Responding Party are no longer required or the emergency incident has been addressed, or upon notification that the personnel and equipment of the Responding Party are needed within the Responding Party's own jurisdictional boundaries.
10. **Costs.** Except as otherwise provided, each Party responding under this Agreement shall be responsible for its own salaries, equipment, costs, repair or replacements necessitated by the provision of services, personnel or equipment for fire suppression, including all supplies.
11. **Resolving Service Imbalances.** No mandatory compensation of any nature shall be required of any Party, provided, however, that each Party hereto agrees to respond to the needs of the other, as available, on a fair and equitable basis, and provided that no imbalance occurs between the Parties with respect to the service(s) provided. To determine the presence of an imbalance, the fire chiefs of each district and the County, with respect to SCWFSA, shall maintain an account of services and supplies provided to the other during each calendar year or such other portion of any year should this Agreement be terminated before the end of a calendar year. The Parties agree that their respective fire chiefs shall, within thirty (30) days following the last day of any calendar year in which this Agreement is effective, review said records and meet to determine whether an imbalance exists. An imbalance shall be deemed to have occurred if, at the conclusion of the accounting period, the value of the services and supplies rendered by one jurisdiction exceeds the value of the services and supplies rendered by the other jurisdiction in the course of exchange of services. Should an imbalance occur, the Parties agree to compensate each other in a manner to be agreed upon by their fire chiefs. The failure to agree may serve as the basis for any party to terminate this Agreement.
12. **Liability.** Except in instances of gross negligence or willful misconduct, each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement. Each Responding Party shall have the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional boundaries as it has in the performance of its duties within its own territorial jurisdiction.
13. **Insurance.** Each Party to this Agreement shall procure and maintain, at its sole and exclusive expense, insurance coverage that covers activities it may undertake under this

Agreement. The scope of the coverage must include, at a minimum, comprehensive liability, personal injury, property damage, with such limits of coverage and deductibles as are prudent and reasonable for the protection of itself, its personnel, and its equipment. No Party hereto is obligated to provide or extend insurance coverage to another Party or its personnel. Any Party may require another to provide it with certificates of insurance, copies of policies, or other evidence of compliance with the provisions of this Section.

14. **Indemnification.** Each Party (the “*Indemnifying Party*”) hereby agrees to hold harmless, indemnify, and defend all other Parties hereto (the “*Indemnified Parties*”) and their personnel from any and all claims, demands, judgments, liability, losses, lawsuits, damages, costs or expense, including attorney fees incurred as a result of bodily injury, death, personal injury, or damage to property caused by or arising out of the intentional, wrongful, or negligent acts or omissions of the Indemnifying Party and its officers, employees, and agents, regardless of the location where such claim arose. Included in the costs hereby indemnified against by the Indemnifying Party are attorney fees required to defend any of the Indemnified Parties hereto or enforce the provisions of this section against the Indemnifying Party. Notwithstanding the forgoing, no Party waives any defenses or immunity available under the *Governmental Immunity Act of Utah* (Utah Code §§ 63G-7-101 et seq.), nor does any Party waive any limits of liability currently provided by the *Governmental Immunity Act of Utah*.
15. **Immunity of Governmental Entities from Suit.** Notwithstanding the waiver of immunity provisions of Utah Code § 63G-7-301, a governmental entity, its officers, and its employees are immune from suit for any injury or damage resulting from the implementation of or the failure to implement measures to respond to a national, state, or local emergency, a public health emergency as defined in Utah Code § 26-23b-192, or a declaration of the President of the United States or other federal official requesting public health related activities.
16. **Disputes.** Any controversy or claim arising out of, or relating to, this Agreement, including, but not limited to, alleged breach of the Agreement, shall be settled by arbitration in accordance with the Rules of the *American Arbitration Association*. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as a final judgment that is binding on the Parties.
17. **Workers’ Compensation.** Each Party shall be solely responsible for providing workers’ compensation and benefits for its own personnel who provide assistance under this Agreement, unless the Parties otherwise agree. Each Party shall provide insurance or shall self-insure to cover the negligent acts, omissions or willful misconduct of its own personnel rendering services under this Agreement.
18. **Injury While on Duty.** The effect of the death or injury of any firefighter or EMS worker who may be killed or injured outside the territorial boundaries of the Party for which the individual is employed or serves and while that Party is rendering services outside its jurisdictional boundaries pursuant to this Agreement, shall be the same as if

he or she were killed or injured while that Party was functioning within its own territorial boundaries, and such death or injury shall be considered to be “*in the line of duty*.”

19. **No Separate Entity.** No separate legal entity is created by the terms of this Agreement; to the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property jointly acquired by the Parties as a result of this Agreement.
20. **Mutual Aid Training.** Parties may extend open training invitations to each other, allowing personnel from one Party to attend and participate in training sessions sponsored by another. Training costs and the cost of materials associated therewith may be charged to the invited Party on an equitable and as-agreed upon basis.
21. **Operation of Vehicles.** Vehicles and equipment furnished by a Responding Party under this Agreement shall be operated only by the Responding Party. It is understood that under no circumstances will privately owned vehicles and/or equipment be utilized under this Agreement unless commandeered and/or authorized by the commanding firefighter or officer of the Requesting Party.
22. **No Third-Party Beneficiary.** This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.
23. **Pre-Emergency Planning.** The commanding officers of the Parties shall, from time to time, mutually establish pre-emergency plans which shall include:
 - a. the types of and locations of potential problem areas where emergency assistance may be needed,
 - b. the type of equipment that should be dispatched under various possible circumstances,
 - c. Staging of ambulances and EMS teams, and
 - d. the number of personnel that should be dispatched under such circumstances.

Such plans shall take into consideration and ensure the proper protection by the Responding Party of its own geographical boundaries.
24. **Non-Exclusive Agreement.** The Parties to this Agreement shall not be precluded from entering into other similar agreements or first response agreements.
25. **Effective Date; Term.** The Effective Date of this Agreement shall be the date upon which the last Party executes this Agreement, and shall continue for a period of ten (10) years from said date.
26. **Termination.** This Agreement may be terminated by any Party by providing the other Parties with thirty (30) days advanced written notice of termination, sent in accordance with Section 31 below.

27. **Modification.** Any Party may request changes to the scope of services and performance to be provided hereunder, however no change or addition to this Agreement shall be valid or binding upon the Parties unless such change or addition be in writing and signed by all Parties. Such amendments shall be attached to and made part of this Agreement.
28. **Entire Agreement; Severability.** This Agreement contains the entire agreement between the Parties and shall not be modified, changed, or discharged in any manner except by an instrument in writing executed by the Parties as provided herein. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid. Further, the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
29. **Approval as to Form.** This Agreement shall be submitted to the authorized attorney for each Party for approval as to form in accordance with the provisions of Utah Code § 11-13-202.5.
30. **Other Agreements Unaffected.** Nothing contained herein is intended to affect or amend any initial action agreement currently in effect between any of the Parties hereto.
31. **Notices.** All notices, demands, requests, and other writings required or permitted to be given hereunder shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, if addressed to the following:

Summit County
 Attn: County Clerk
 P.O. Box 128
 Coalville, UT 84017

South Summit Fire Protection District
 102 Thorn Creek Drive
 P.O. Box 1030
 Kamas, UT 84036

North Summit Fire Service District
 PO Box 187
 86 E Center Street
 Coalville, UT 84017

Park City Fire District
 736 W. Bitner Road
 Park City, UT 84098

Summit County Wildland Fire Service Area
 P.O. Box 128
 Coalville, UT 84017

Emergency notices and requests for aid shall be made through the appropriate dispatch center:

Summit County Dispatch
c/o Summit County Sheriff
(435) 615-3610

32. **Retention of Record.** A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code §11-13-209.
33. **Disposition of Property.** No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.
34. **Waiver.** The waiver by any Party hereto of any breach of any condition or provision of this Agreement by any other Party shall be limited to the particular instance, and shall not operate or be deemed to waive any future breach or breaches of said condition or provision. The failure of any Party to insist on any one instance, or more, upon the performance of any of the conditions or provisions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.
35. **Applicable Law; Jurisdiction and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The Parties hereby consent to the jurisdiction and venue of the state courts located in Summit County, Utah.
36. **Counterparts.** This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile, email or electronic means shall be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date first written above, which shall be the date the last party to this Agreement executes the same.

Signature Pages to Follow

SUMMIT COUNTY

By: Summit County Council

By: _____
Roger Armstrong
Chair

ATTEST:

Evelyn Furse
County Clerk

APPROVED AS TO FORM

David L. Thomas
Chief Civil Deputy

SUMMIT COUNTY WILDLAND FIRE SERVICE AREA

By: Summit County Council, its Board of Trustees

By: _____
Roger Armstrong
Chair

ATTEST:

Evelyn Furse
County Clerk

APPROVED AS TO FORM

David L. Thomas
Chief Civil Deputy

NORTH SUMMIT FIRE SERVICE DISTRICT

By: Administrative Control Board

By: _____
Roger Armstrong
Board Chair

APPROVED AS TO FORM:

Ryan P.C. Stack
Deputy Summit County Attorney

PARK CITY FIRE SERVICE DISTRICT

By: Administrative Control Board

By: _____
Jeremy Rubell
Board Chair

APPROVED AS TO FORM:

Ryan P.C. Stack
Deputy Summit County Attorney

SOUTH SUMMIT FIRE PROTECTION DISTRICT

By: Fire Commission

By: _____
David Ure
Commission Chair

ATTEST:

Secretary

APPROVED AS TO FORM:

Attorney

Public Comment Instructions

If you would like to make public comment, please email publiccomments@northsummitfire.org by 12:00p.m. on the day of the meeting. Your comments will be made part of the meeting record.

If you are participating via Zoom, and wishing to interact with the Board during the public comment, please:

1. Go to <https://us02web.zoom.us/j/82555909958>
2. Enter meeting ID: 825 5590 9958
3. Type in your full name, so you are identified correctly.
4. Set up your audio preferences.
5. You will be muted upon entering the meeting.
6. If you would like to comment, press the “Raise Hand” button at the bottom of the chat window.
7. When it is your turn to comment, the moderator will unmute your microphone. You will then be muted again after you are done speaking.

North Summit Fire District Expenses by Vendor Detail July 2023

| Type | Date | Num | Memo | Account | Amount |
|-------------------------------------|------------|------------|---------------------------|----------------------------|----------|
| 8X8 Inc | | | | | |
| Credit Card Charge | 07/07/2023 | | PBX PHONE SYSTEM CONTRACT | 6509.1 · Telephone | 1,602.00 |
| Total 8X8 Inc | | | | | 1,602.00 |
| A1- Uniforms Workwear | | | | | |
| Bill | 07/17/2023 | 44021 | UNIFORM PANTS E.GOMM | 6513 · PPE / Equipme... | 183.88 |
| Total A1- Uniforms Workwear | | | | | 183.88 |
| All West Communications | | | | | |
| Bill | 07/01/2023 | 383100 | TELEPHONE CREDIT | 6509.1 · Telephone | -100.70 |
| Bill | 07/01/2023 | 383100 | INTERNET SERVICE | 6509.2 · Internet | 321.30 |
| Total All West Communications | | | | | 220.60 |
| Amazon Business | | | | | |
| Bill | 07/06/2023 | 13KNVJ... | SCANSNAP SCANNER | 6515 · Minor Equipment | 361.52 |
| Bill | 07/07/2023 | 17W6KN... | COMPUTER MOUSE | 6515 · Minor Equipment | 94.99 |
| Bill | 07/07/2023 | 1D19FC3... | USB C CHARGING CABLES | 6515 · Minor Equipment | 31.78 |
| Total Amazon Business | | | | | 488.29 |
| Ameritas Life Insurance Corp | | | | | |
| Bill | 07/01/2023 | 0106024... | Vision Insurance | 2400.9 · Benefits Accrual | 109.56 |
| Total Ameritas Life Insurance Corp | | | | | 109.56 |
| Cliffs Tunner Wash | | | | | |
| Credit Card Charge | 07/28/2023 | | CAR WAS MEMBERSHIP | 6512 · Fleet Maintenanc... | 24.99 |
| Total Cliffs Tunner Wash | | | | | 24.99 |
| Costco Wholesale | | | | | |
| Credit Card Charge | 07/13/2023 | | TOLLGATE BBQ SUPPLIES | 6522 · Community Rel... | 367.10 |
| Credit Card Charge | 07/13/2023 | | COSTCO MEMBERSHIP | 6519 · Subscriptions/M... | 129.30 |
| Total Costco Wholesale | | | | | 496.40 |
| Curtis | | | | | |
| Bill | 07/21/2023 | INV728561 | SERVICE SCBA COMPRESSOR | 6515 · Minor Equipment | 2,528.81 |
| Total Curtis | | | | | 2,528.81 |
| Dominion Energy | | | | | |
| Bill | 07/05/2023 | 5993600... | GAS SERVICE STA 22 | 6509.4 · Gas | 18.47 |
| Bill | 07/05/2023 | 7234830... | GAS SERVICE STA 23 | 6509.4 · Gas | 15.59 |
| Bill | 07/05/2023 | 741602000 | GAS SERVICE STA 21 | 6509.4 · Gas | 52.74 |
| Total Dominion Energy | | | | | 86.80 |

North Summit Fire District Expenses by Vendor Detail July 2023

| Type | Date | Num | Memo | Account | Amount |
|-------------------------------|------------|------------|------------------------------------|---------------------------|-----------|
| Fuel Network | | | | | |
| Bill | 07/01/2023 | F2312E0... | Fuel | 6511 · Fuel | 1,756.78 |
| Total Fuel Network | | | | | 1,756.78 |
| GoDaddy | | | | | |
| Credit Card Charge | 07/27/2023 | | WEBSITE REGISTRATION | 6519 · Subscriptions/M... | 46.34 |
| Total GoDaddy | | | | | 46.34 |
| Google | | | | | |
| Credit Card Charge | 07/01/2023 | | EMAILS | 6509.3 · Email | 25.71 |
| Total Google | | | | | 25.71 |
| Health Equity | | | | | |
| Check | 07/10/2023 | ACH | PAYROLL ENDING 06.23.23 | 2400.9 · Benefits Accrual | 1,060.54 |
| Check | 07/18/2023 | ACH | ADMIN FEE | 6620.5 · ER Health Sa... | 10.00 |
| Check | 07/25/2023 | ACH | PAYROLL ENDING 07.07.23 | 2400.9 · Benefits Accrual | 1,060.54 |
| Total Health Equity | | | | | 2,131.08 |
| ImageTrend | | | | | |
| Bill | 07/01/2023 | 144210 | ImageTrend Software Annual Subs... | 6519 · Subscriptions/M... | 7,900.00 |
| Total ImageTrend | | | | | 7,900.00 |
| Int'l Code Council Inc | | | | | |
| Credit Card Charge | 07/28/2023 | | INTERNATIONAL FIRE CODE BO... | 6519 · Subscriptions/M... | 175.73 |
| Total Int'l Code Council Inc | | | | | 175.73 |
| NFPA NATL FIRE PROTECT | | | | | |
| Credit Card Charge | 07/28/2023 | | NFPA CODE BOOK | 6519 · Subscriptions/M... | 175.00 |
| Total NFPA NATL FIRE PROTECT | | | | | 175.00 |
| Paylogics | | | | | |
| Check | 07/06/2023 | ACH | PAYROLL ENDING 06.23.23 | 2500 · Accrued salaries | 38,939.32 |
| Check | 07/20/2023 | ACH | PAYROLL ENDING 07.07.23 | 2500 · Accrued salaries | 38,480.51 |
| Total Paylogics | | | | | 77,419.83 |
| Peopletrial | | | | | |
| Bill | 07/01/2023 | 60091 | BACKGROUND CHECKS ON NE... | 6506 · Background Ch... | 251.97 |
| Total Peopletrial | | | | | 251.97 |

North Summit Fire District Expenses by Vendor Detail July 2023

| Type | Date | Num | Memo | Account | Amount |
|-------------------------------------------------|------------|------------|--------------------------------|---------------------------|-----------|
| Reliance Standard Life Insurance Company | | | | | |
| Bill | 07/01/2023 | 1363349... | DENTAL ADMIN FEE | 2400.9 · Benefits Accrual | 35.20 |
| Total Reliance Standard Life Insurance Company | | | | | 35.20 |
| Republic Service | | | | | |
| Bill | 07/26/2023 | 0864001... | TRASH SERVICE STA 23 | 6510.1 · Trash | 104.85 |
| Bill | 07/26/2023 | 0864001... | TRASH SERVICE STA 21 | 6510.1 · Trash | 174.38 |
| Total Republic Service | | | | | 279.23 |
| Rocky Mountain Power | | | | | |
| Bill | 07/03/2023 | 3524727... | POWER SERVICE STA. 22 | 6509.5 · Power | 69.43 |
| Total Rocky Mountain Power | | | | | 69.43 |
| Streamline | | | | | |
| Bill | 07/01/2023 | 30A377B... | WEBSITE HOSTING | 6505 · Contract Services | 249.00 |
| Total Streamline | | | | | 249.00 |
| Stryker Sales Corp. | | | | | |
| Bill | 07/01/2023 | 411569M | LifePack Printer Paper | 6515 · Minor Equipment | 17.55 |
| Total Stryker Sales Corp. | | | | | 17.55 |
| Summit County Health Insurance | | | | | |
| Bill | 07/01/2023 | JULY HE... | JULY HEALTH INSURANCE | 2400.9 · Benefits Accrual | 9,672.00 |
| Bill | 07/01/2023 | JULY DE... | JULY DENTAL INSURANCE | 2400.9 · Benefits Accrual | 620.00 |
| Total Summit County Health Insurance | | | | | 10,292.00 |
| Summit Merc. | | | | | |
| Bill | 07/03/2023 | 021589428 | CANDY FOR 4TH PARADE | 6522 · Community Rel... | 81.79 |
| Bill | 07/14/2023 | 021595332 | TOLLGATE BBQ SUPPLIES | 6522 · Community Rel... | 13.74 |
| Bill | 07/17/2023 | 011404774 | TAPE | 6518 · Office Supplies | 15.18 |
| Bill | 07/19/2023 | 021598463 | PARTS TO FIX THE SPRINKLERS... | 6510 · Building and Gr... | 11.16 |
| Bill | 07/25/2023 | 021601658 | BOTTLED WATER | 6517 · Employee Food... | 12.98 |
| Total Summit Merc. | | | | | 134.85 |
| Sun Life | | | | | |
| Bill | 07/01/2023 | 246849002 | Life Insurance | 2400.9 · Benefits Accrual | 92.97 |
| Bill | 07/14/2023 | 246849002 | LIFE INSURANCE | 2400.9 · Benefits Accrual | 584.91 |
| Check | 07/17/2023 | ACH | LIFE INSURANCE | 2400.9 · Benefits Accrual | 92.97 |
| Total Sun Life | | | | | 770.85 |

North Summit Fire District Expenses by Vendor Detail July 2023

| Type | Date | Num | Memo | Account | Amount |
|-------------------------------|------------|------------|-----------------------------------|---------------------------|-------------------|
| THE WASH MORGAN | | | | | |
| Credit Card Charge | 07/30/2023 | | CAR WASH | 6512 · Fleet Maintenan... | 13.00 |
| Total THE WASH MORGAN | | | | | 13.00 |
| URS | | | | | |
| Check | 07/10/2023 | ACH | PAYROLL ENDING 06.23.23 | 2400.9 · Benefits Accrual | 5,780.37 |
| Check | 07/25/2023 | ACH | RETIRMENT | 2400.9 · Benefits Accrual | 5,465.42 |
| Total URS | | | | | 11,245.79 |
| Utah Valley University | | | | | |
| Bill | 07/20/2023 | A28591 | FIREFIGHTER RECERTIFICATIONS | 6516 · Training Expens... | 20.00 |
| Total Utah Valley University | | | | | 20.00 |
| Verizon Wireless | | | | | |
| Bill | 07/01/2023 | 9938600... | OFFICE PHONES | 6509.1 · Telephone | 70.88 |
| Bill | 07/01/2023 | 9938600... | IPAD DATA | 6509.2 · Internet | 80.02 |
| Total Verizon Wireless | | | | | 150.90 |
| Walmart | | | | | |
| Credit Card Charge | 07/17/2023 | | BOTTLED WATER | 6517 · Employee Food... | 17.47 |
| Total Walmart | | | | | 17.47 |
| Whites Auto Parts | | | | | |
| Bill | 07/01/2023 | 361924 | FUEL OIL MIX 50-1 | 6511 · Fuel | 12.88 |
| Bill | 07/17/2023 | 362678 | ANTIFRZE | 6512 · Fleet Maintenan... | 14.98 |
| Bill | 07/18/2023 | 362773 | BATTERIES FOR E22 | 6512 · Fleet Maintenan... | 477.40 |
| Bill | 07/19/2023 | 362839 | BATTERIES FOR E22 EXCHANGED | 6512 · Fleet Maintenan... | 50.80 |
| Bill | 07/31/2023 | 363396 | SPARK PLUG | 6512 · Fleet Maintenan... | 2.39 |
| Total Whites Auto Parts | | | | | 558.45 |
| Young Automotive Group | | | | | |
| Bill | 07/28/2023 | 3S8296 | 2023 Chevy Colorado 4WD Crew C... | 23.02 · Chevy Colorad... | 38,554.00 |
| Bill | 07/28/2023 | 3S8294 | 2023 Chevy Colorado 4WD Crew C... | 23.03 · Chevy Colorad... | 38,554.00 |
| Total Young Automotive Group | | | | | 77,108.00 |
| Zoom | | | | | |
| Credit Card Charge | 07/20/2023 | | ANNUAL MEMBERSHIP TO ZOOM | 6519 · Subscriptions/M... | 989.80 |
| Total Zoom | | | | | 989.80 |
| TOTAL | | | | | 197,575.29 |

Minutes

North Summit Fire Service District
Administrative Control Board
Regular Meeting
Executive Conference Room
60 N Main St
Coalville, UT 84017
July 13, 2023

1 Chair Armstrong called the meeting to order at 6:25PM

2 **Board Members Present**

3 Chair Roger Armstrong
4 Vice Chair Jim Rees
5 Treasurer Ari Ioannides
6 Louise Willoughby
7 Chris Robinson – Electronic
8 Don Donaldson
9 John Adams

Staff Present

Ben Nielson, Fire Chief
Tyler Rowser, District Clerk
Ryan Stack, Deputy County Attorney

Public Present

10

11 **Item 2 Roll Call**

12 A quorum was present.

13 **Item 3 Closed session in compliance with Utah Code §52-4-205(1) as**
14 **needed, to discuss:**

- 15 a. Purchase, exchange, or lease of real property
16 b. Pending or reasonably imminent litigation
17 c. Personnel – to discuss the character, competence, or physical or mental
18 health of an individual
19 No closed session was called.

20 **Item 4 Reconvene in Open Meeting**

21

22 **Item 5 Pledge of Allegiance**

23 Chair Armstrong lead the board and public in the pledge of allegiance.

24 **Item 6 Work Session**

25

26 **a. Chief's Report. Discussion of current operational status.**

27 Chief asked the board to save the date for the Christmas party at 6pm on
28 December 1, 2023 at Blue Sky. Chief updated the board on fires and EMS
29 calls that have been going on for the past month. Crews have been doing
30 lots of training.

31

32

33

34

35 **Item 7 Public Input**

36 *Public comment is for any matter not on the Agenda. If you wish to*
37 *interact with the Board for public input, please follow the “Public*
38 *Comment Instructions”.*

39 None

40

41 **Item 8 Consent Agenda**

42

43 a. Accounts Payable revised June 2023

44 b. Minutes of May 11, 2023, and June 9, 2023

45 Treasurer Ioannides motioned to approve the consent agenda items,
46 Board Member Willoughby seconded the motion, a vote was called, all
47 ayes Chair Armstrong abstained from the June minutes, motion
48 passed.

49

50 **Item 9 Consideration of Approval**

51

52 d. Review, and Possible Approval for purchase of 2 administrative
53 vehicles.

54 Board Member Willoughby motioned to approve \$85,000 from capital
55 for 2 administrative vehicles as presented, Treasurer Ioannides
56 seconded the motion, a vote was called, all ayes, motion passed.

57

58 **Item 10 Board Comments**

59 Vice Chair Rees stated that we need to have the logos on the truck
60 going forward.

61 Board Member Robinson asked if PCFD was still being heavily
62 involved or is it not as much now?

63 Board Member Robinson asked if the chief will be at the COG meeting
64 on Monday where the council and mayors will be discussing EMS.

65 Chair Armstrong discussed the EMS study, and what the outlook will
66 look like at Monday’s meeting.

67 **Item 11 Adjourn**

68 Vice Chair Rees motioned to adjourn, Board Member Willoughby
69 seconded the motion, a vote was called, all ayes, adjourned at 7:15PM.



**NORTH SUMMIT FIRE SERVICE DISTRICT
Ride Along Agreement, Release, and Waiver**

RIDE-ALONG

The term “Ride-Along” means to be an official passenger in a North Summit Fire Service District (“NSFSD”) vehicle, accompanying Firefighters during part of their normal duties and responsibilities. The primary purpose of a Ride-Along is to provide an opportunity for job applicants, new recruits, and community members to see firsthand the day-to-day workings of their local firefighters. The Ride-Along program fosters a better understanding of the challenges, hazards, and rewards of the firefighter’s role in the community.

Caution:

You, the Participant, must fully read and understand this Agreement, Waiver, and Release before signing. By signing, you intentionally waive your right to make claims against NSFSD and Summit County. This Release is legally binding upon you. You are providing a comprehensive preinjury release for all your claims related to the Ride-Along, including claims arising out of NSFSD’s and/or Summit County’s negligence.

GENERAL AGREEMENT

1. I understand that Firefighters with the NSFSD may give me certain directions or commands, depending on the situation. I agree to follow these directions. I will not interfere in any emergency fire or medical response.
2. I am an observer and understand and agree that I may not engage in any emergency medical care or general firefighting and emergency response activities.
3. I may be exposed to confidential information, also known as Protected Health Information (“PHI”). I understand that I may not share, disclose, or make use of any such PHI.
4. I may not take any pictures, videos, or otherwise record while on a Ride-Along.
5. I will not bring a phone, tablet, or other digital and/or communications device on the Ride-Along.
6. I will not post any information or details about specific emergency calls on social media.
7. I will not enter any non-public area of the Fire Station unless specifically invited by the Station Captain and escorted by a member of the on-duty crew.

8. I am not permitted to enter into any environment that is considered Immediately Dangerous to Life and Health (“IDLH”) or that would require any specifically designed protective equipment.
9. I will wear a seatbelt while on the Ride-Along.
10. I will not ride in a different agency’s apparatus while on a NSFSD Ride-Along.
11. I am at least 18 years of age.
12. I am NOT an Immediate Family Member of any NSFSD employee or Administrative Control Board Member (“Immediate Family Member” means a spouse, child, parent, or sibling”).
13. I will not carry a firearm or any weapon, unless I am currently a certified active police officer in the State of Utah. If so, I will discuss this with the Fire Captain before my Ride-Along.
14. I will remain in the duty-vehicle at all times, unless told to do otherwise by the Fire Captain.
15. I will not become physically or verbally involved in any response.
16. I understand that I may observe something that may require my appearance in court as a witness.
17. The maximum Ride-Along time is four (4) hours, unless otherwise authorized by the Fire Captain.
18. Under no circumstances am I permitted to enter a building that is on fire until such time as the Fire Captain or Incident Commander has declared the fire under control, all smoke has been cleared from the building, and the building has been determined safe for entry by non-operational personnel. NSFSD personnel shall directly supervise the entry.

CONFIDENTIALITY

I understand, acknowledge, and agree that NSFSD provides emergency medical services to patients, and these services are private and confidential. I understand that patients may provide personal information and such information may exist in a variety of forms, such as electronic, oral, written, or photographic and all such information is strictly confidential and protected from improper use and disclosure by federal and state laws. Such information may concern personal health, insurance, billing, and other identifying information. Divulgence of such information is strictly prohibited and can result in civil and/or criminal penalties.

WAIVER AND RELEASE

I am aware of the risks and hazards inherent in my participation in a Ride-Along and in accompanying one or more NSFSD Firefighters when on duty, and do hereby voluntarily assume all risk of loss, damage or injury to me or my property, including death, which may be sustained while, or incidental to, accompanying one or more NSFSD Firefighters while on duty. My participation in the Ride-Along is voluntary, and I understand that NSFSD cannot eliminate all risks and dangers.

I understand that any injury I may sustain as a result of my participation is NOT covered by worker's compensation.

As a condition of being permitted to accompany one or more NSFSD in the course of their duty, I release NSFSD and Summit County, its departments, elected officials, agents, and employees from all claims and liability in any causes of action, including but not limited to negligence, claims for personal injury or death, or claims for property loss or damage, which I may have on account of my participation or related to any happening or occurrence while I am accompanying any NSFSD Firefighter on duty. In addition and for the same grant of permission, I promise to release and promise not to sue the NSFSD and Summit County, its departments, elected officials, agents, and employees, and agree to forever hold them and each of them harmless from any such liability, claims, demands, actions or causes of action.

The terms of this Ride-Along Agreement, Release, and Waiver shall be in full force and effect from the date stated below and shall remain in effect for any other occasion when I may participate in a Ride-Along. I agree this Ride-Along Agreement, Release, and Waiver is binding upon me and my heirs, executors, administrators, personal representatives and assigns, and shall inure to the benefit of the persons and entities designated in this Ride-Along Agreement, Release, and Waiver, and their heirs, executors, administrators, personal representatives, assigns and successors in office.

I, the Participant, find this Comprehensive Ride-Along Agreement, Release, and Waiver to be clear and unmistakable. I have asked all questions and all my concerns have been addressed to my satisfaction.

By signing below, I express my understanding of, and agreement to, ALL provisions contained in this Ride-Along Agreement, Release, and Waiver.

DATED and EXECUTED this _____ day of _____, 20____.

_____ SIGNATURE

_____ NAME (hand write)