

AGENDA

Francis City Council Meeting
Thursday, September 14th, 2023, 6:00 p.m.
2319 So. Spring Hollow Rd. Francis, Utah

The meeting will be streamed via Francis City YouTube channel
<https://www.youtube.com/channel/UC-9wahpEELShvGQZShXGIXg> You
can also comment by email to comments@francisutah.org

1. Welcome, Call to Order and Pledge of Allegiance
2. Consent Agenda---Approval of Invoice Register dated September 14th, 2023, and Approval of Minutes from August 10th and 24th, 2023.
3. Public Comment
Comments will be taken on any item not scheduled for a public hearing, as well as on any other City business. Comments are limited to two minutes per speaker. The Council cannot act on items not listed on the agenda, and therefore, the Council may or may not respond to non-agenda issues brought up under Public Comment. Those wishing to comment should state their full name and address, whom they represent and the subject matter to be addressed. No person shall interrupt legislative proceedings. The total time allocated to public comments will be no more than 10 minutes.
4. Public Hearings--None
5. Discussion, Updates and Approval on Potential Action Items
 - A. Discussion on Building Height
 - B. Discussion and Possible Acceptance of the Interlocal Agreement with Summit County regarding EMS Services
 - C. Foothills at Francis Gates Annexation
 - D. Moderate Income Housing Component to the following Conservation Subdivisions: Hart Ranch, Hidden Meadows
 - E. Mayor Pro Tempore
 - F. Rap Grant 2023
 - G. Frontier Days
6. Council Business
 - A. Council Reports
 - B. Planner Reports
 - C. Engineer Reports
 - D. Mayor Reports
7. (As Needed) Closed Executive Session to Discuss Pending or Reasonably Imminent Litigation, Purchase, Exchange, or Lease of Property and/or the Character, Professional Competence or Physical or Mental Health of an Individual.
8. Adjournment

I certify that this notice has been posted in three (3) public places and on the Utah State Public Notice Website. Attested by Suzanne Gillett City Recorder. In Compliance with the American Disabilities Act, individuals needing special accommodations during this hearing should notify Suzanne Gillett at (435) 7836236 at least three days prior to the hearing.

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 **SOUTH SUMMIT FIRE PROTECTION DISTRICT**, a fire protection district of the State of Utah (hereinafter, "*District*"), **KAMAS CITY**, a municipality of the State of Utah (hereinafter, "*Kamas City*"), **OAKLEY CITY**, a municipality of the State of Utah (hereinafter, "*Oakley City*") and **FRANCIS CITY**, a municipality of the State of Utah (hereinafter, "*Francis City*"). 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 ~~f~~dFire ~~D~~istricts (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, 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 ~~f~~dFire ~~D~~istricts 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, due to structural reorganizations within the District, the District recognizes that it will need to contract with another Fire District on a temporary basis to provide Basic 911 Service within its geographical boundaries (the “*Temporary Contract*”); and,

~~**WHEREAS**, the County consents in advance to the assignment of Basic 911 Service under the Temporary Contract; and,~~

~~**WHEREAS**, the District may incur additional administrative costs associated with the Temporary Contract which are not covered by the Annual Basic Fee (defined below); 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 ~~f~~Fire ~~d~~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, or any other special service district which provides fire protection services under Utah Code §17D-1-201(9) or successor law.

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 a~~ Fire District.

1.14 “*Mutual Aid Agreement*” means an agreement between the County and all of its ~~f~~Fire ~~d~~Districts to provide emergency assistance in the form of personnel, equipment, and supplies when requested to do so by a ~~f~~Fire ~~d~~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 “*South 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 “*Temporary Contract*” means that contract between the District and a Fire District or other qualified service provider ~~either the Park City Fire Service District or the North Summit Fire Service District~~ to provide Basic 911 Service within the District’s boundaries on a temporary basis. This Temporary Contract shall include ~~the pass-through of the Annual Basic Fee, any Collections, additional administrative costs, and~~ the use of the District’s facilities to house ambulances and AEMTs.

1.21 “*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. In the event that the District enters into a Temporary Contract, the District shall co-hold the license with the contracting Fire District or other qualified service provider.

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 ~~f~~Fire ~~d~~Districts so as to ensure overlapping 911 Ambulance Service coverage between ~~f~~Fire ~~d~~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, rendered and provided by District inside its 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 cumulative 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) fully loaded ambulances from the County Fleet (the “*South Summit Fleet*”), as follows:

Park City Unit #	VIN #	Summit County Asset Number
531	3C7WRLFL5HG728183	61-4151-041
500	1GNFK16244J100755	
523	3D6WH46L19G543338	61-45151-011

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~~the 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 2025 budget year or as soon thereafter as practical, given the status of the supply chain for new ambulances.

2.2.6 County agrees to allow the District to temporarily store, without cost, a fire apparatus (brush truck) at its facility located at Parcel No. KT-277-X, Kamas, Utah 84036, for the term of the Temporary Contract.

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 South Summit Fleet will transfer to the District good and marketable title to all ambulances within the South Summit Fleet, free and clear of any encumbrance. County makes no representation or warranty regarding the condition or suitability of the South Summit Fleet and the District accepts the South 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 South 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 South 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 South 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 South 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 Kamas City, Oakley City and Francis City.** Pursuant to Utah Code §11-48-103, Kamas City, Oakley City, and Francis City 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 Kamas City, Oakley City, and Francis City consent to the County's use of General Fund revenues to provide Basic 911 Service as a countywide service. Kamas City, Oakley City, and Francis City 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 cities, 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, or to another qualified service provider; so long as the District obtains the advanced written consent of the County, which consent shall not be unreasonably withheld. Such assignment shall be in the form of a Temporary Contract.

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: **South Summit Fire Protection District**
ATTN: Fire Chief
P.O. Box 1030
Kamas, Utah 84036

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.

SOUTH SUMMIT FIRE PROTECTION
DISTRICT

By: Board of Fire Commissioners

David Ure, Chair

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

District Attorney

Signed this ____ day of _____, 2023.

KAMAS CITY

Matt McCormick
Mayor

ATTEST:

Kim Peacock
City Recorder

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

City Attorney

Signed this ____ day of _____, 2023.

OAKLEY CITY

Zane Woolstenhulme
Mayor

ATTEST:

Amy Rydalch
City Recorder

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

City Attorney

Signed this ____ day of _____, 2023.

FRANCIS CITY

Jeremie Forman
Mayor

ATTEST:

Suzanne Gillett
City Recorder

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

City Attorney

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 **SOUTH SUMMIT FIRE PROTECTION DISTRICT**, a fire protection district of the State of Utah (hereinafter, "*District*"), **KAMAS CITY**, a municipality of the State of Utah (hereinafter, "*Kamas City*"), **OAKLEY CITY**, a municipality of the State of Utah (hereinafter, "*Oakley City*") and **FRANCIS CITY**, a municipality of the State of Utah (hereinafter, "*Francis City*"). 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 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, 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, due to structural reorganizations within the District, the District recognizes that it will need to contract with another Fire District on a temporary basis to provide Basic 911 Service within its geographical boundaries (the “*Temporary Contract*”); 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 “*CPF*” 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, the South Summit Fire Protection District, or any other special service district which provides fire protection services under Utah Code §17D-1-201(9) or successor law.

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 a 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 “*South 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 “*Temporary Contract*” means that contract between the District and a Fire District or other qualified service provider to provide Basic 911 Service within the District’s boundaries on a temporary basis. This Temporary Contract shall include the use of the District’s facilities to house ambulances and AEMTs.

1.21 “*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. In the event that the District enters into a Temporary Contract, the District shall co-hold the license with the

contracting Fire District or other qualified service provider.

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, rendered and provided by District inside its 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 cumulative 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) fully loaded ambulances from the County Fleet (the "*South Summit Fleet*"), as follows:

Park City Unit #	VIN #	Summit County Asset Number
531	3C7WRLFL5HG728183	61-4151-041
500	1GNFK16244J100755	
523	3D6WH46L19G543338	61-45151-011

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 the District 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 2025 budget year or as soon thereafter as practical, given the status of the supply chain for new ambulances.

2.2.6 County agrees to allow the District to temporarily store, without cost, a fire apparatus (brush truck) at its facility located at Parcel No. KT-277-X, Kamas, Utah 84036, for the term of the Temporary Contract.

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 South Summit Fleet will transfer to the District good and marketable title to all ambulances within the South Summit Fleet, free and clear of any encumbrance. County makes no representation or warranty regarding the condition or suitability of the South Summit Fleet and the District accepts the South 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 South 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 South 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 South 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 South 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 Kamas City, Oakley City and Francis City.** Pursuant to Utah Code §11-48-103, Kamas City, Oakley City, and Francis City 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 Kamas City, Oakley City, and Francis City consent to the County's use of General Fund revenues to provide Basic 911 Service as a countywide service. Kamas City, Oakley City, and Francis City 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 cities, 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 or to another qualified service provider; so long as the District obtains the advanced written consent of the County, which consent shall not be unreasonably withheld. Such assignment shall be in the form of a Temporary Contract.

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: **South Summit Fire Protection District**
ATTN: Fire Chief
P.O. Box 1030
Kamas, Utah 84036

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.

SOUTH SUMMIT FIRE PROTECTION
DISTRICT

By: Board of Fire Commissioners

David Ure, Chair

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

District Attorney

Signed this ____ day of _____, 2023.

KAMAS CITY

Matt McCormick
Mayor

ATTEST:

Kim Peacock
City Recorder

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

City Attorney

Signed this ____ day of _____, 2023.

OAKLEY CITY

Zane Woolstenhulme
Mayor

ATTEST:

Amy Rydalph
City Recorder

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

City Attorney

Signed this ____ day of _____, 2023.

FRANCIS CITY

Jeremie Forman
Mayor

ATTEST:

Suzanne Gillett
City Recorder

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

City Attorney