

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.

Minutes

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

1 Chair Armstrong called the meeting to order at 6:06PM

2 **Board Members Present**

3 Chair Roger Armstrong - Remote
4 Vice Chair Jim Rees
5 Treasurer Ari Ioannides - Remote
6 Louise Willoughby
7 Chris Robinson – Remote (Excused at 8:27PM)
8 Don Donaldson - Excused
9 John Adams

Staff Present

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

Public Present – Electronic

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 Board Member Robinson motioned to go into closed session for
20 Purchase, exchange, or lease of real property, Board Member
21 Willoughby seconded the motion, a vote was called all ayes, motion
22 passed closed session started at 6:08PM.

23 All board members were present except John Adams recused himself,
24 and Ben Nielson, Nick Jarvis, Tyler Rowser, and Ryan Stack.

25 Vice Chair Rees, motioned to move to Personal, Board Member
26 Willoughby seconded the motion, a vote was called, all ayes motion
27 passed, personal began at 6:25PM

28 All board members were present, and Ben Nielson, Nick Jarvis, and
29 Ryan Stack.

30

31 **Item 4 Reconvene in Open Meeting**

32 The Board reconvened at 6:43PM

33 **Item 5 Pledge of Allegiance**

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

35 **Item 6 Work Session**

36
37 **a. Chief's Report. Discussion of current operational status.**

38 Ben updated the board on the operations of the district and how the
39 repairs of Station 21 are going.

40 **b. Review and Discussion of the proposed 2024 Budget and**
41 **Amended 2023 Budget**

42 Chief presented the proposed 2024 budget and amended 2023 budget.

43 **2. Public Input**

44 None

45 **3. Consent Agenda**

46
47 a. Accounts Payable September 2023

48 b. Minutes of September 14, 2023

49 Board Member Willoughby motioned to approve the consent agenda
50 items, Board Member Adams seconded the motion, a vote was called,
51 all ayes, motion passed.

52
53 **4. Consideration of Approval**

54
55 **a. Discussion and Possible Approval of Job Descriptions for**
56 **Deputy Fire Chief, Administrative Battalion Chief, Deputy Fire**
57 **Marshal, and Engineer**

58 Chief Nielson went over the proposed job descriptions. Board Member
59 Adams motioned to approve the Deputy Fire Chief, Administrative
60 Battalion Chief, Deputy Fire Marshal, and Engineer job descriptions,
61 Board Member Willoughby seconded the motion, a vote was called, all
62 ayes, motion passed.

63 **b. Discussion and Possible recommendation to the Summit**
64 **County Council of a resolution of intent to annex territory into**
65 **North Summit Fire Service District.**

66 Table

67 **c. Discussion and Possible approval of purchasing 2 new F150's**
68 **for new Admin staff.**

69 Chief discussed the resining behind buying 2 F150's now vs. waiting
70 until next year. Board Member Adams motioned to approve the
71 purchase not to exceed \$111,756, Board Member Willoughby seconded
72 the motion, a vote was call, Members Willoughby, Adams, Ioannides,
73 and Armstrong Aye, Member Rees Nay, motion passed.

74 **d. Discussion and Possible Approval of Resolution NSFD 2023-04**
75 **A Resolution Authorizing the Opening of a Secondary**
76 **Checking Account to Receive Authorized Payments for**
77 **Emergency Medical Services.**

78 Vice Chair Rees motioned to approve Resolution NSFD 2023-04,
79 Treasurer Ioannides seconded the motion, a vote was called, all ayes,
80 motion passed.

81

82 **5. Board Comments.**

83 Treasurer Ioannides, wanted to thank the Chief for keeping a tight watch on
84 the budget this last year.

85

86 **6. Adjourn.**

87 Board Member Willoughby motioned to adjourn, Vice Chair Rees seconded
88 the motion, a vote was called, all ayes, motion passed, adjourned at 8:34PM

Minutes

North Summit Fire Service District
Administrative Control Board
Regular Meeting
Executive Conference Room
60 N Main St
Coalville, UT 84017
November 9, 2023

1 Chair Armstrong called the meeting to order at 6:05PM

2 **Board Members Present**

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

Staff Present

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

Public Present – Electronic

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 Vice Chair Rees motioned to go to closed session for Personnel,
20 Treasurer Ioannides seconded the motion, a vote was called, all ayes,
21 motion passed closed session began at 6:06PM
22 All board members were present and Ryan.
23

24 **Item 4 Reconvene in Open Meeting**

25 The Board reconvened at 6:55PM

26 **Item 5 Pledge of Allegiance**

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

28 **Item 6 Work Session**

29

- 30 a. **Chief's Report. Discussion of current operational status.**
31 Updated on the hiring process for the 6 new full time positions open
32 because of taking over the EMS Service. Also updated on the calls for
33 service and station repairs.
34

35 **2. 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 **3. Consent Agenda**

42

43 **a. Accounts Payable October 2023**

44 Treasurer Ioannides motioned to approve consent agenda, Vice Chair
45 Rees, seconded the motion, a vote was called all ayes, motion passed.

46

47 **4. Consideration of Approval**

48

49 **a. Discussion and Public Hearing on the 2024 Tentative Budget**
50 **and 2023 Amended Budget and possible recommendation to the**
51 **Summit County Council for adoption of the 2024 final Budget**
52 **and 2023 Amended Budget**

53 The discussion as had to reconvene the budget committee, and table
54 this time for a special meeting on November 30, 2023.

55

56 **5. Board Comments.**

57 Vice Chair Rees asked how things were coming on vehicle wraps for the
58 trucks.

59 **6. Adjourn.**

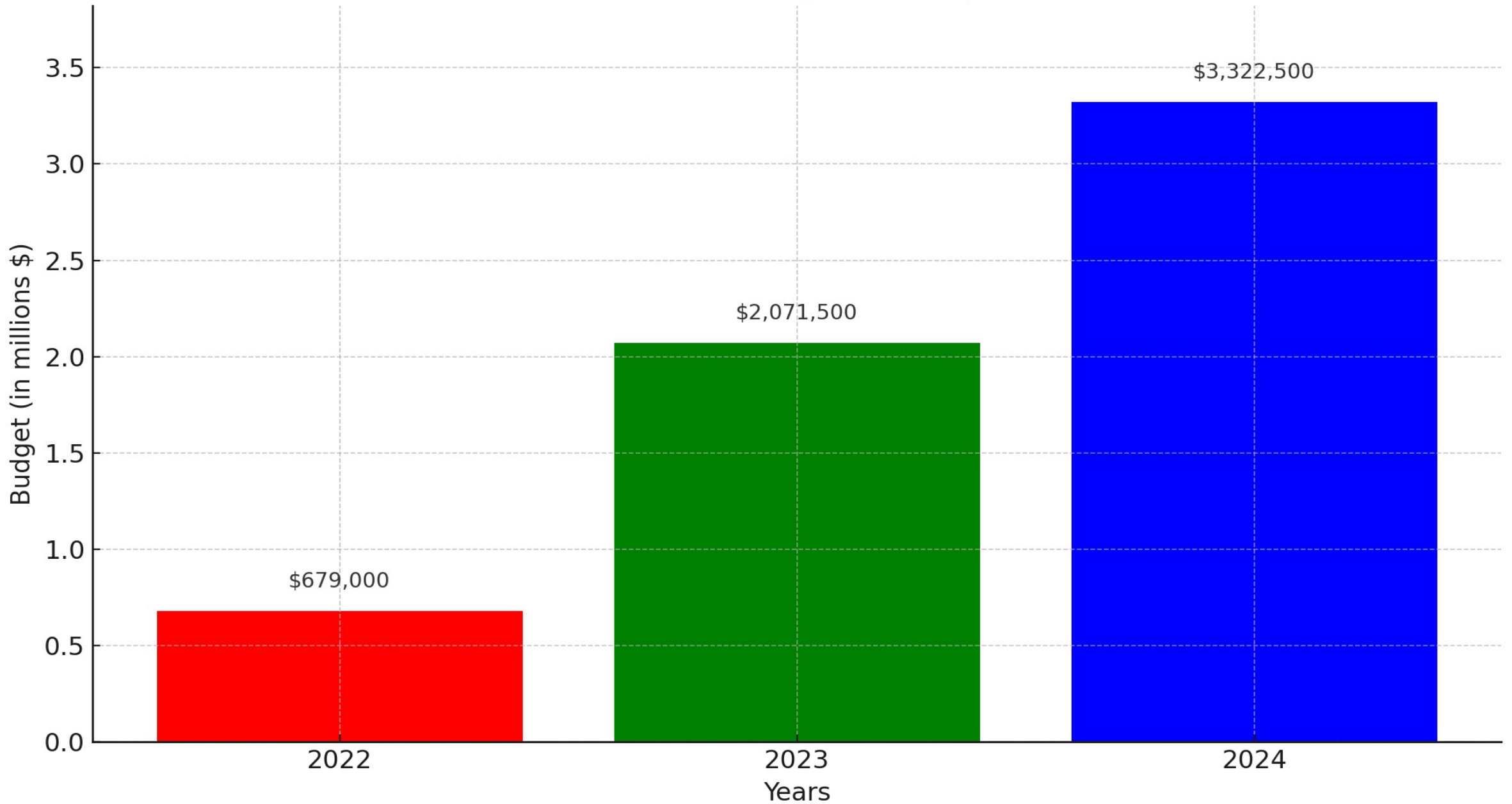
60 Vice Chair Rees, motioned to adjourn, Board Member Adams seconded the
61 motion, a vote was called, all ayes, adjourned at 7:43PM



North Summit Fire District

2024 Tentative Budget and 2023 Budget Amendments

3 Year Budget History



2024 Initiatives

EMS- 2 Fully staffed ambulances w/ 2 FF/AEMT's





2024 Initiatives

Paramedic Service

2024 Initiatives



- ISO Rating
- Current ISO rating 6X
- 2024 ISO rating goal 5
- Citizen impact

2024 Initiatives Response Times

**NFPA Standard: <14 min.
(Rural Area)**

Dispatched to Onscene: 10.94 minutes.

**NFPA Standard: <2 min. (Rural
Area)**

Dispatched to Enroute: 1.73 minutes.



NSFD Opportunities

- Recruitment
- Retention
- Apparatus
- Buildings
- Training
- Fire Prevention Division

A large red speech bubble graphic with a white outline, pointing downwards. It contains the text 'Department Standards & Ethics!' in a bold, black, serif font.

Department Standards & Ethics!

Expectation: A high expectation, with a commonsense approach!

Vision: Act Elite, Be Elite! Build the team they want to be a part of.

Mission: Earn it!

Motto: Train employee's so they can leave but treat them, so they don't want to!"

Core Values: Loyalty, Community, Humility, Gratitude, Perseverance, Emotional Intelligence

7 new Full-Time positions

86 years of cumulative experience.

13 average years of Firefighter/Paramedic experience.

11.3 average years of Firefighter/AEMT experience.

12.3 average years of experience.

Turnover cost

Approximately \$10,000 per firefighter



**Building the
team**

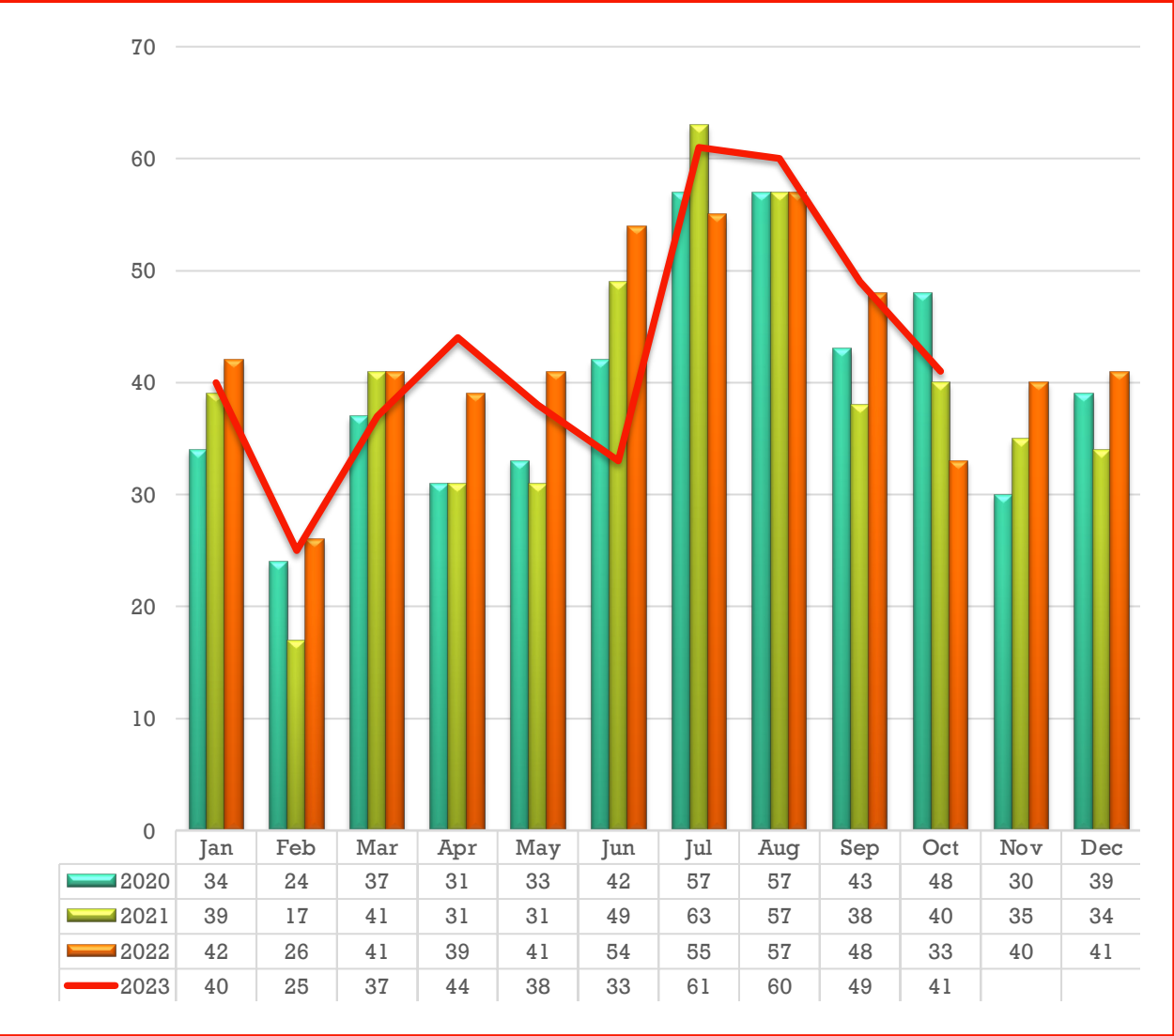
Fire Station Remodel



2024 Initiatives & Opportunities

2023 Call Volume

- 517 Total Calls 2022
- Similar expected call volume for 2023
 - Through Oct. 31 428



2024 Staffing Review

**4 Administrative
Staff**

**12 Full Time
Firefighter
(AEMT/Paramedic)**

**24 Part Time
Firefighter
(AEMT/Paramedic)**

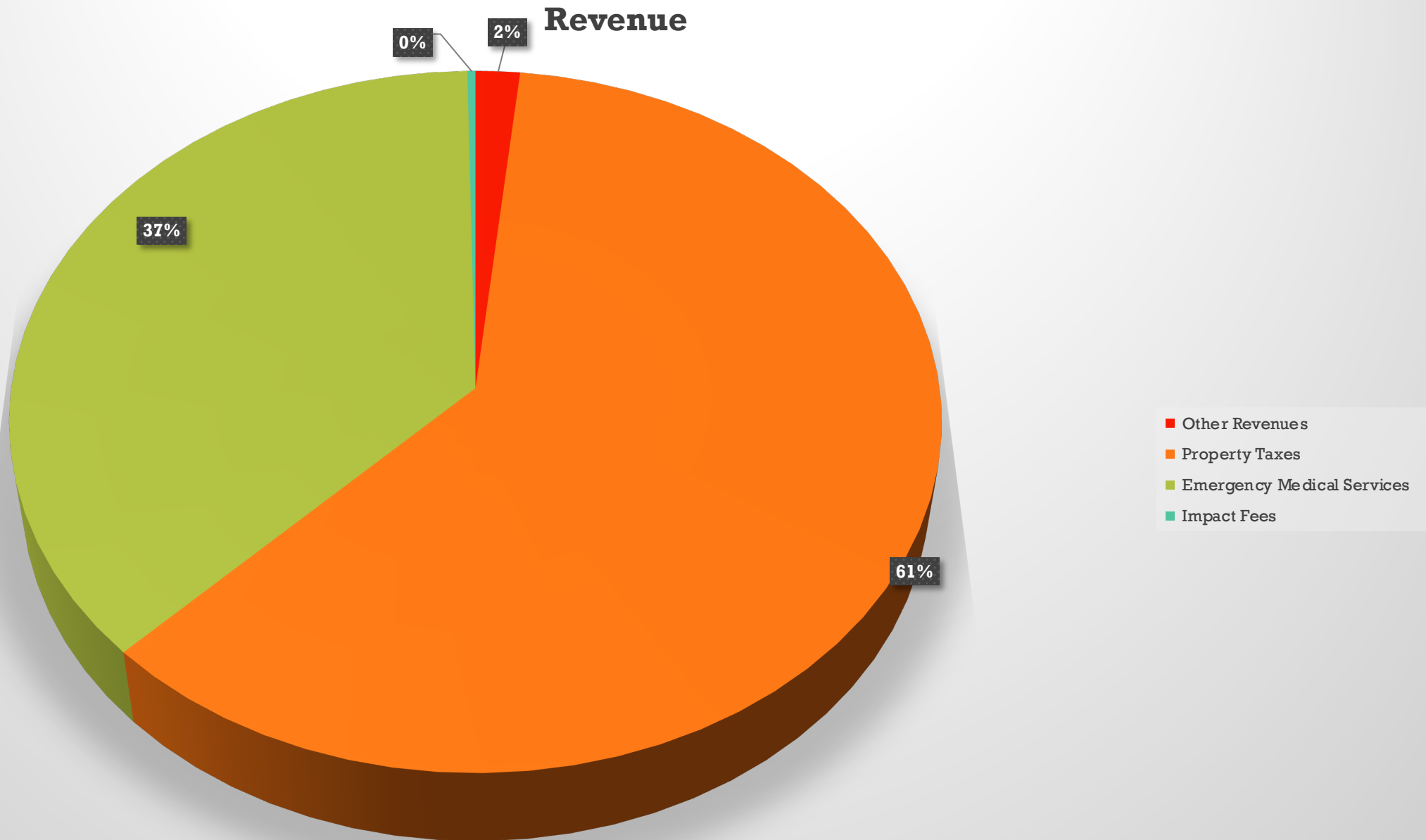
**2 Staffed Fire
Stations 24/7**

**1 Staffed Fire
Station Daytime
Business Hours**

Revenue

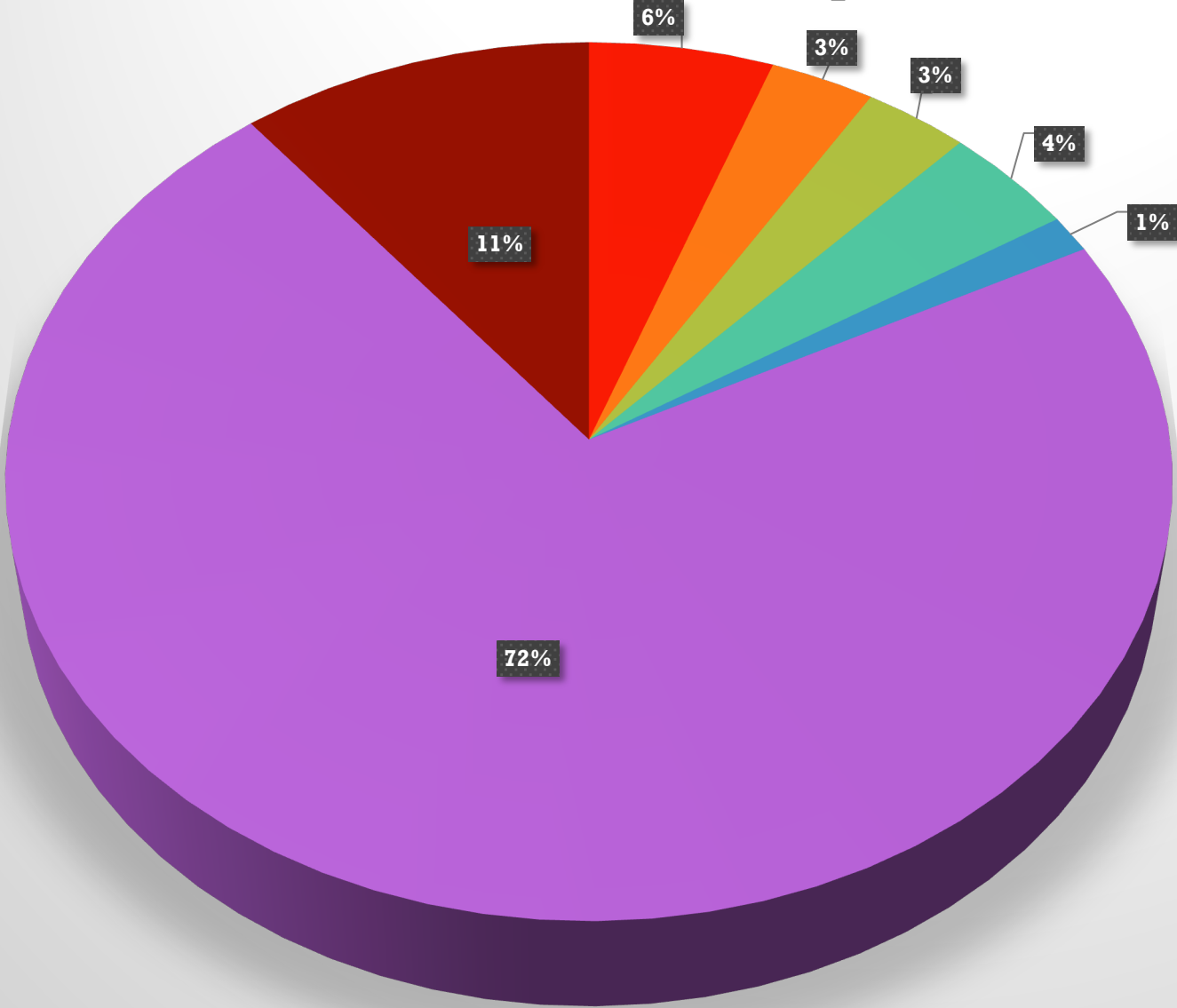
2022	2023	2023		2023	2024
Actual ▼	Approved Budget ▼	YTD 11/15/2023 ▼	Account ▼	Amended Budget ▼	Tentative Budget ▼
Other Revenues					
2,400	4,800	-	1004 · Ambulance Rent	-	-
1,884	-	351	1005 · Community Room Rent	351	-
	3,000		1006 · Wildland Fire Sup	-	-
52,083	7,000	21,688	1007 · Cost Recovery	22,000	10,000
	2,000	11,041	1009 · Grants	11,100	10,000
36,800	-	40,350	1010 · Equipment Sales (Surplus Property Sales)	40,500	5,000
-	-	-	1011 · Donations	-	-
259	-	408	1013 · Visa Card Cash Back	410	500
16,380	50,000	34,352	1020 · Interest	40,000	15,000
5,273	4,700	9,743	1019 · Inspection Fee	10,000	15,000
115,080	71,500	117,933	Total Other Revenues	124,361	55,500
Property Tax Revenues					
537,621	2,000,000	194,601	1016 · Property Taxes	1,005,000	1,605,000
		766,000	Summit County Tax Anticipation Note	1,000,000	400,000
537,621	2,000,000	960,601	Total Property Tax Revenues	2,005,000	2,005,000
Emergency Medical Services Revenues					
-	-	-	1022 · County EMS ILA	-	1,000,000
-	-	-	1023 · Ambulance Transport Revenue	-	227,000
-	-	-	Total Emergency Medical Services Revenues	-	1,227,000
-	-	125,000	1021 · Summit County/PCFD ILA	125,000	-
-	-	3,209	1025 · Impact Fees	3,500	10,000
145,595	-	-	Carried over from Year Prior	-	-
798,296	2,071,500	1,206,744		2,257,861	3,297,500

Revenue



Expenses						
2022	2023	2023		2023	2024	
Actual	Approved Budget	YTD 11/15/20	Account	Amended Budget	Tentative Budget	
Contract Services						
37,220	40,000	49,932	6501 · Insurance	65,000	60,000	
18,045	20,000	550	6502 · Accounting	3,100	25,000	
210,617	-	35,838	6505 · Contract Services	40,000	60,000	
8,589	46,000	36,039	6519 · Subscriptions/Memberships, Public Notice,	40,000	40,000	
274,472	106,000	122,358	Total Contract Services	148,100	185,000	
Building and Grounds						
33,799	45,000	30,712	6509 · Utilities	35,000	35,000	
45,301	50,000	52,348	6510 · Building and Grounds	58,000	70,000	
79,100	95,000	83,061	Total Building and Grounds	93,000	105,000	
Fleet Maintenance						
14,132	20,000	21,585	6511 · Fuel	25,000	35,000	
15,216	32,500	55,042	6512 · Fleet Maintenance	107,000	70,000	
29,348	52,500	76,626	Total Fleet Maintenance	132,000	105,000	
Equipment and Supplies						
6,525	42,000	32,850	6513 · PPE / Equipment	94,000	70,000	
6,303	12,000	28,924	6515 · Minor Equipment	64,000	20,000	
823	25,000	1,533	6516 · Training Expenses	4,000	25,000	
-	-	-	EMS Supplies	15,000	20,000	
13,651	79,000	63,308	Total Equipment and Supplies	177,000	135,000	
Other Expenses						
1,865	2,500	1,128	6517 · Employee Food	15,000	15,000	
-	10,000	4,052	6518 · Office Supplies	8,000	10,000	
505	4,500	1,815	6506 · Background Checks	2,500	4,000	
-	80,000	9,061	7610 · Debt Service Interest	14,000	10,000	
-	-	762	6522 · Community Relations/Outreach	6,500	6,500	
2,370	97,000	16,817	Total Other Expenses	46,000	45,500	
Payroll Expenses						
-	-	679,682	6601 · Salaries	1,000,000	1,594,224	
-	-	228,251	6621 · Fringe Benefits	300,000	762,964	
2,314	4,000	3,196	6613 · Payroll Processing Fees	4,300	10,200	
2,314	4,000	911,129	Total Payroll Expenses	1,304,300	2,367,388	
Capital Transfer						
-	-	-	Transfer to Impact Fees	3,500	10,000	
-	-	-	Transfer to Capital	353,961	344,612	
-	-	-	Total Capital Transfer	357,461	354,612	
18,618	-	-	6500 · Operations - Other	-	-	
-	105,000	-	66002 · Admin. Salaries	-	-	
-	80,000	-	66002.1 · Admin. Asst Salary	-	-	
7,120	9,000	-	66003 · Board Member Salaries	-	-	
240,280	1,005,335	-	66005 · Firefighter on Duty	-	-	
-	20,000	-	66005.1 · Firefighter on Duty - OT/Major Incident	-	-	
76,162	-	-	6601 · Admin. Salaries	-	-	
21,548	296,323	-	66010 · Payroll Taxes	-	-	
-	107,030	-	6602 · Admin. Benefits	-	-	
33,314	-	-	6620 · Employee Benefits	-	-	
798,296	2,056,188	1,273,300		2,257,861	3,297,500	

Expenses



- Contract Services (Med. Control, Website, Les Olsen)
- Building and Grounds
- Fleet Maintenance
- Equipment and Supplies
- Other Expenses
- Payroll Expenses
- Capital Transfer

CAPITAL BUDGET

Revenue

2022	2023	2023		2023	2024
Actual	Approved Budget	YTD 11/15/2023	Account	Amended Budget	Tentative Budget
345,286	200,000	242,750	Transfer from Capital Account	243,000	200,000
			Transfer from General Fund		
			Transfer to General Fund		
	300,000		Impact Fees Transfer from Operating	3,500	10,000
345,286	500,000	242,750		246,500	210,000

Expenses

2022	2023	2023		2023	2024
Actual	Approved Budget	YTD	Account	Amended Budget	Tentative Budget
	500,000		Equipment Purchase/Major Repairs/Building Upgrades		179,840
28,471	-	-	22.01 Access Control System	-	-
9,373	-	-	22.02 Windows	-	-
2,366	-	-	22.03 Station 24 Design Work	-	-
6,960	-	-	22.04 Emergency Plumbing Repair	-	-
78,595	-	25,527	22.05 Turnouts	25,527	-
54,020	-	-	22.06 Command Vehicle	-	-
4,967	-	-	22.07 Blinds	-	-
12,737	-	-	22.08 E23 Repair	-	-
4,027	-	-	22.09 Internal Door Locks	-	-
118,976	-	-	22.10 SCBAs	-	-
5,563	-	-	22.11 - Turnout Extractor	-	-
19,229	-	29,389	22.12 P25 Radio Upgrade	29,389	-
		10,493	23.01 HVAC Upgrade Sta 23	10,493	
		42,500	23.02 Chevy Colorado 2301	42,500	
		42,500	23.03 Chevy Colorado 2302	42,500	
		45,920	23.04 2023 F150 2303	45,920	10,080
		45,920	23.05 2023 F150 2304	45,920	10,080
345,286	500,000	242,249		242,249	200,000



Thank You

North Summit Fire District

Job Description	Position:	Fire Chief/ Fire Marshal
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JOB SUMMARY

The Fire Chief is appointed by the Summit County Council and reports to and serves under the direction of the North Summit Fire Service District Administrative Control Board (ACB). The Fire Chief manages all facets of the Fire District. The primary function of this position is to provide for the sole command over all officers, members and employees of the Fire District as well as provide measures seen necessary to the prevention and extinguishing of fires, the protection of life and property, the rendering of emergency medical services, the preservation of order and observance of Federal and State laws, ordinances of the County and rules and regulations of the Fire District. The Fire Chief is also responsible for emergency preparedness, hazard mitigation, response, and recovery, planning and budgeting.. The Fire Chief will perform professional and technical work in the field of fire prevention.

TOOLS AND EQUIPMENT USED

Emergency medical care equipment, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, power equipment, small hand tools, ladders, radio, personal computer, phone.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by a Firefighter and/or Engineer to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; run; jump; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb; balance; stoop, kneel, crouch, or crawl; talk and hear; and taste or smell.

The Fire Chief must frequently lift and/or move up to 50 pounds and occasionally lift and/or move 185 or more pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee regularly works in general office and all weather conditions.

North Summit Fire District

Job Description	Position:	Fire Chief/ Fire Marshal
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The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration, heat and sub-zero temperatures.

The noise level in the work environment is usually moderate, except during certain firefighting or EMS activities when noise levels may be loud.

ESSENTIAL DUTIES, FUNCTIONS AND RESPONSIBILITIES

- Assumes full management responsibility for operating a Fire Based EMS Department, which includes all Fire District services and activities, enforcement of the provisions of the Fire Prevention code and the laws and regulations of the assigned jurisdiction, suppression, investigation, inspection, public education, the provision of Emergency Medical Services and general emergency management.
- Works closely with Summit County general emergency management teams, Emergency Medical Services, and other Fire Districts within Summit County.
- Manages the development and implementation of Fire District goals, objectives, policies, and priorities for each assigned service area; establishes appropriate service and staffing levels; allocates resources accordingly.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of changes.
- Represents the Fire District to elected and appointed officials and outside agencies; explains and interprets Fire District programs, policies, and activities; negotiates and resolve sensitive, significant, and controversial issues.
- Selects, trains, motivates, and evaluates Fire District personnel; provides or coordinates staff training; works with employees to correct deficiencies, and issues discipline where necessary.
- Plans, directs, and coordinates, through the Deputy Chief and Fire Captains, the Fire District's strategic goals; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.
- Manages and participates in the development and administration of the annual Fire District budget to be recommended by the ACB to the Governing Body for adoption; reports the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approves expenditures.
- Directs the preparation of and implements budgetary adjustments, as necessary and as approved by the ACB.

North Summit Fire District

Job Description	Position:	Fire Chief/ Fire Marshal
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- Coordinates Fire District activities with those of other Districts and outside agencies and organizations; prepares and presents staff reports and other necessary correspondence.
- Ensures proper maintenance and availability of equipment, apparatus, buildings, and other facilities.
- Responds to major fire alarms and personally directs fire suppression activities, as necessary.
- Supervises fire incident investigations.
- Directs and participates in the research of alternative approaches to fire suppression, hazardous material handling, fire and life safety code, and emergency programs.
- Participates on a variety of boards and commissions; attends and participates in professional group meetings and conferences; stays abreast of new trends and innovations in the field of fire science.
- Resolves compliance problems within scope of knowledge and authority.
- Inspects existing structures, new construction, and remodel sites for compliance with fire codes, and issues citations or other orders where violations are found.
- Reviews building and fire sprinkler plans to assure fire code requirements are met.
- Participates in the inspection of hydrants, sprinkling systems, and elements of a fire prevention or protection system.
- Investigates complaints received by the Fire Prevention Division; establishes and maintains comprehensive records of all business transacted such as complaints, inspections, investigations, notices served and permits written.
- Investigates origin and circumstances of fires which involve loss of life, injury to any person or persons or damage or destruction of property. Takes charge of evidence of the origin of the fire.
- Provides public education in fire prevention, including giving talks, demonstrations, and presentations to community groups, schools and other organizations or institutions.

MINIMUM QUALIFICATIONS

- Bachelor's degree from an accredited university in Fire Science Management, Business or Public Administration. Experience in lieu of education is acceptable.
- Must have at least ten (10) years' experience as a full time firefighter
- Must have at least three (3) years' supervision experience in a full time firefighter setting. (preference given for experience as Fire Captain/Fire Battalion Chief)
- Must have American Heart Association Basic Life Support (BLS) for Healthcare Providers.
- Must have Utah Firefighter II certification from Utah Fire Rescue Academy.*
- Must have Utah Hazmat Operations certification from Utah Fire Rescue Academy.*

North Summit Fire District

Job Description	Position:	Fire Chief/ Fire Marshal
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- Must have Fire Officer I from Utah Fire Rescue Academy.*
- Must have NWCG Firefighter II or higher certification.*
- Must have NREMT Emergency Medical Responder or higher certification.*
- Must have Utah Apparatus Driver Operator – Pumper certification.*
- Must have Utah Apparatus Driver Operator – Aerial certification.*
- ** Equivalent certifications are acceptable with reciprocity agreement to be completed within 90 days of employment*
- Must live within 45 minute driving distance of Coalville Station 21
- Must be a citizen of the United States of America at the time of application or provide proof of appropriate work permit.
- Must have the ability to learn the operation of fire suppression and other emergency equipment. Must have the ability to learn to apply standard firefighting, basic and advanced life support, and fire prevention techniques.
- Must be able to perform strenuously or to peak physical effort during emergency, training, or station maintenance activities for prolonged periods of time under conditions of extreme heights, intense heat, cold or smoke.
- Must be able to read, write and speak the English language. Must have the ability to follow verbal and written instructions, and the ability to communicate effectively orally and in writing.
- Must have a stable driving history without a record of suspension or revocation in any State.
- Must possess or be able to obtain, within 90 days of employment, a valid Utah Driver's License.
- No felony convictions or disqualifying criminal history within the past seven (7) years. Must be of good moral character and of temperate and industrious habits.
- This is a safety sensitive position and must pass a criminal background check and drug screen.
- This position does not qualify for telecommuting.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**NORTH SUMMIT FIRE SERVICE DISTRICT
FIRE CHIEF
AMENDED AND RESTATED EMPLOYMENT CONTRACT**

THIS AGREEMENT is made and entered into this ___ day of _____, 2023 by and between **NORTH SUMMIT FIRE SERVICE DISTRICT**, a political subdivision of the State of Utah (hereinafter referred to as “District”), whose address is 86 Center Street, Coalville, Utah 84017, and **BENJAMIN NIELSON** (hereinafter referred to as “Nielson”), whose address is [REDACTED] Clinton, Utah 84015. The District and Nielson are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the District desires to employ the services of Nielson as the Fire Chief of the District through a written employment contract; and,

WHEREAS, the District desires to:

1. Provide certain benefits to Nielson,
2. Establish certain conditions of employment,
3. Set working conditions for Nielson,
4. Secure and retain the services of Nielson and to provide inducement for him to remain in such employment,
5. Make possible full work productivity by assuring peace of mind on the part of Nielson,
6. Provide deterrents against malfeasance or dishonesty for personal gain on the part of Nielson, and
7. Provide a just means for compensation and for terminating Nielson’s service should he become unable to fully discharge his duties or when the District may desire to otherwise terminate his employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained,

Section 1: POWERS AND DUTIES

The District hereby agrees to employ Benjamin Nielson as the Fire Chief of the North Summit Fire Service District to exercise powers and perform the duties specified in Summit County Code, **Title 2, Chapter 25**, as well as those duties and requirements enumerated in the attached job description (Exhibit A) which is incorporated by reference herein, and to perform other legally permissible and proper duties as the Summit County Council (as the governing body of the District) or the Administrative Control Board may from time to time assign not inconsistent with, or in conflict with, the provisions of this Agreement, Summit County Code, or state or federal law.

Section 2: TERM

The term of this Agreement shall be for a period of four (4) years from March 28, 2022 to March 27, 2026 (the “Term”).

- a. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of District to terminate the services of Nielson at any time, subject only to the provisions established by this Agreement. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Nielson to resign at any time from his position with the District upon thirty (30) days written notice to the Administrative Control Board.
- b. In the event the District intends not to renew or renegotiate the Agreement with Nielson at the end of the Term, Nielson shall be given a minimum of thirty (30) days written notice.
- c. Nielson agrees to remain in the exclusive employ of the District during the term of this Agreement. The term “employed” however, shall not be construed to include occasional teaching, writing, speaking, consulting performed on Nielson’s time off, even if outside compensation is provided for such services. Further, Nielson shall be allowed to work up to five (5) night shifts per month for the Washington Terrace Volunteer Fire Department. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the District. *De Minimis* use of District’s equipment (such as laptop computer) for such purposes is hereby authorized.

Section 3: TERMINATION AND SEVERANCE PAY

- a. Probationary Period. During the first six (6) months of Nielson’s employment, Nielson shall be employed “at will” (the “Probationary Period”). As such, Nielson may be terminated without cause during the Probationary Period and shall not be entitled to “Severance” as set forth in Section 3(b) below.
- b. Termination without Cause. In the event Nielson is terminated or asked to resign by the Administrative Control Board for any reason other than as set forth in Section 3(c) below, and Nielson is willing and able to perform his duties under this Agreement, then in that event the District agrees to pay Nielson the following (together, referred to as “Severance”):
 - (i) a lump sum cash payment equal to six (6) months aggregate salary;
 - (ii) the employee share of COBRA, to the extent that Nielson elects to take Cobra, to maintain health care coverage consistent with that which was received at the time of termination; and

(iii) all paid time off, deferred compensation and all other accrued benefits to date.

- c. Termination for Cause. In the event Nielson is terminated with cause, which is defined for purposes of this contract as: (i) an intentional act or acts of dishonesty in the performance of your duties as an employee of the District that is injurious to the mission, financial condition, results of operations or reputation of the District, taken as a whole; (ii) any material breach of this Agreement; (iii) a material breach of your fiduciary duties to the District including not complying with and not enforcing District policies; (iv) your conviction, or pleading of nolo contendere of any felony, or any misdemeanor involving moral turpitude; (v) your imprisonment for any reason; (vi) any act of fraud or willful misconduct in the performance of your duties hereunder; (vii) your repeated failure to obey the District's policies or the instructions of the Administrative Control Board; (viii) a disability as set forth in Section 5; or (ix) your repeated failure to perform your obligations and duties, then the District shall have no obligation to pay the Severance indicated, except for items for which the Nielson may be legally entitled.
- d. Resignation. In the event Nielson voluntarily resigns as the Fire Chief of the North Summit Fire Service District, the District will be under no obligation to continue to compensate Nielson after the date of resignation except for items for which Nielson may be legally entitled.

Section 4: COMPENSATION

- a. Nielson's salary shall be \$130,000.00 per year, effective January 1, 2024.
- b. Nielson shall be paid installments at the same time as other employees of the District are paid.
- c. The District agrees that Nielson is eligible for an annual increase in salary, which shall be up to the maximum potential percentage increase provided for all District employees in the annual budget.
- d. Nielson shall be eligible for year-end bonus programs as may be applicable to other employees of the District as recommended by the Administrative Control Board and authorized by the Governing Body in the annual budget.

Section 5: DISABILITY

In the event Nielson is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of six (6) successive months and has not or cannot obtain a medical release to return to work, this

Agreement will be deemed terminated and no additional compensation or Severance shall be paid as indicated in Section 3(c) of this Agreement.

Section 6: BENEFITS

- a. All provisions of the District's personnel policies, and other regulations, directives, policies, practices and procedures shall apply to Nielson unless otherwise provided herein. This shall include the following benefits as contained in the District's Personnel Policies:
 - (1) Health Insurance
 - (2) Dental Insurance
 - (3) Life Insurance
 - (4) Retirement: Nielson shall take retirement through Tier I Program of the Utah Retirement Systems ("URS").
 - (5) 401k (if offered to all District employees)
 - (6) Family and Medical Leave
 - (7) Long Term Disability
 - (8) Military Reserve Leave
- b. Accumulation of vacation shall be at the maximum accrual rate per the District's Personnel Policies.
- c. The District shall provide access to a vehicle, including maintenance and fuel, for use by Nielson. Such benefit to be documented through IRS form 1099.

Section 7: POLICIES

All provisions of the District's regulations, directives, policies, practices, and procedures shall apply to Nielson unless otherwise provided herein.

Section 8: HOURS OF WORK

It is recognized that Nielson must devote a great deal of his time outside normal office hours to business of the District, and to that end Nielson will be allowed to take administrative time off as he shall deem appropriate during normal office hours.

Section 9: PROFESSIONAL DEVELOPMENT

- a. The District will provide through the budgeting process resources, as it deems appropriate, for Nielson to attend seminars, short courses, professional association meetings, and similar functions for his continued professional development and for the good of the District. District agrees to pay for Nielson to attend conference/training the District determines Nielson should attend.

- b. District will provide through the budget process resources, as it deems appropriate, for Nielson to maintain professional association memberships that are held by Nielson and any civic club memberships (e.g.; Rotary Club International) where Nielson participates.

Section 10: PERFORMANCE EVALUATION

The Administrative Control Board shall annually review the performance of Nielson in March of each year subject to a process, form, criteria, and format for the evaluation that shall be mutually agreed upon by the Administrative Control Board and Nielson. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Nielson within 30 days of the evaluation meeting.

Section 11: INDEMNIFICATION

As required under Federal, State or Local Law, and at the express written request of Nielson, District shall defend, save harmless and indemnify Nielson against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Nielson's duties or resulting from the exercise of judgment or discretion in connection with the performance of those duties or responsibilities, unless the act or omission involved willful or wanton conduct. Legal representation for Nielson shall be provided by the District or their insurance carrier as may be required, but shall not be provided for allegations or determinations of willful or wanton conduct of Nielson. If provided, legal representation, provided by District for Nielson, shall extend until a final determination of the legal action including any appeals brought by either party, and the District shall indemnify Nielson against any and all losses, damages, judgments, interest, settlements, fines, and court costs.

Nielson recognizes that the District shall have the absolute right to settle any claims or lawsuits unless the settlement is of a personal nature to Nielson, in which event Nielson may exercise his veto over the settlement. Further, District agrees to pay all reasonable litigation expenses of Nielson throughout the pendency of any litigation to which Nielson is a party, witness or advisor to the District. Such expense payments shall continue beyond Nielson's service to the District as long as litigation is pending. Further, District agrees to pay Nielson's reasonable consulting fees and travel expenses when Nielson serves as a witness, advisor or consultant to District regarding pending litigation.

Section 12: RESIDENCE

During the term of this Agreement, Nielson agrees that he shall live within the boundaries of Summit County, Utah, unless otherwise approved by the Administrative Control Board.

Section 13: BONDING

District shall bear the full costs of any fidelity or other bonds required of Nielson under any law or ordinance.

Section 14: GENERAL PROVISIONS

- a. This Agreement sets forth and establishes the entire understanding between the District and Nielson relating to the employment of Nielson by the District. Any prior discussions, representations, written or verbal agreements by or between the parties are merged into superseded and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- b. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Nielson.
- c. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.
- d. This agreement supersedes any and all prior agreements between the parties. Any such agreements are null and of no force or effect.

Section 15: NO REDUCTION OF BENEFITS

The District shall not at any time during the term of the Agreement reduce the salary, compensation, or other financial benefits of Nielson, except to the degree of such a reduction across-the-board for all employees of the District, or the result of disciplinary action.

Section 16: NOTICES

Notices pursuant to the Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- a. DISTRICT: Administrative Control Board
86 Center Street
Coalville, UT 84017

- b. NIELSON: Benjamin Nielson
1457 N. 2225 W.
Clinton, Utah 84015

(or as amended by Nielson)

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

[signatures on following page]

IN WITNESS WHEREOF, North Summit Fire Service District has caused this Agreement to be signed and executed in its behalf by the Chair of the Summit County Council, acting as the Governing Body of the District, and the Benjamin Nielson has signed and executed this Agreement, the day and year first above written.

NORTH SUMMIT FIRE SERVICE DISTRICT

By: SUMMIT COUNTY COUNCIL, Acting as the
Governing Body

ROGER ARMSTRONG
Chair

ATTEST:

EVELYN FURSE
County Clerk

By: ADMINISTRATIVE CONTROL BOARD

ROGER ARMSTRONG
Chair

APPROVED AS TO FORM:

RYAN STACK
Deputy County Attorney

NIELSON

BENJAMIN NIELSON

EXHIBIT A

**MUTUAL AND AUTOMATIC AID AGREEMENT
BETWEEN PARK CITY FIRE SERVICE DISTRICT,
NORTH SUMMIT FIRE SERVICE DISTRICT,
SOUTH SUMMIT FIRE PROTECTION DISTRICT,
WASATCH COUNTY FIRE PROTECTION SPECIAL SERVICE 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”)**, **WASATCH COUNTY FIRE PROTECTION SPECIAL SERVICE DISTRICT (“Wasatch”)**, **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, SSFPD, and Wasatch 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, NSFSD, and Wasatch 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, Wasatch is a special service district created and governed by the Wasatch County Council (“*Wasatch 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 SCWFU, 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 desires to cooperate with and assist each other in times of emergency and in incidents requiring emergency medical response, and to facilitate the training of personnel to increase the overall readiness in the entire geographic area; and,

WHEREAS, the Parties desire to enter into this Agreement relating to automatic aid, mutual aid, use of training facilities, rapid fire suppression, hazardous materials response, heavy rescue 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, the Parties want to expand their training opportunities by training jointly with one or more Parties or by offering or accepting the use of one or more Parties' training facilities or instructors; 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 has separately contracted and agreed with Wasatch for Wasatch 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 disaster and emergency, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared for assisting other Parties;

AGREEMENT

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

1. PURPOSE. The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for automatic and mutual aid and by authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complimentary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement. Services provided pursuant to this Agreement shall not be used to substitute for or supplant day-to-day full and continuing fire protection within a Party's own geographic area of jurisdiction. In instances where the use of automatic or mutual aid becomes excessive, the Fire Chiefs will investigate ways to overcome the burden.

2. CONSIDERATION. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.

3. SERVICE AREA. The area to be served by this Agreement includes the collective service area of the Parties. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of aid beyond its boundaries, and any aid provided pursuant to this Agreement shall not require any further approval by the governing body of any Party.

4. REQUEST. The commanding officer of the fire 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.

5. RESPONSE. The Parties will each provide their available personnel and equipment to assist any other Party when dispatched pursuant to automatic aid or upon request by any other Party pursuant to mutual aid, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. Except as provided in Section 15 below, no Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect. 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. 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. As used herein, "Automatic Aid" is the process by which any Party or Parties automatically share(s) response resources; "Mutual Aid" is the process by which one Party requests resources, across jurisdictional boundaries, from another Party or Parties.

- a. **Automatic Aid:** Automatic aid responses will be based upon the immediate operational capacity in the receiving jurisdiction and need to respond with the nearest available resources, and will generally be dispatched as a matter of routine by applicable dispatch centers or public safety answering points (PSAPs). The responding Party will provide personnel and equipment, to the extent that such personnel and equipment are reasonably available, in the responding Party's sole discretion, based upon established practices which include dispatching protocols that are set forth and informally agreed upon by each individual Party. Automatic aid will typically be provided at no cost to the requesting Party. However, if the incident involving automatic aid is one in which cost recovery from a third party is available, pursuant to federal, State, or local law, such as hazardous materials release, the Party in whose jurisdiction the incident occurs may, in its sole discretion, invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response.
- b. **Mutual Aid:** Requests for mutual aid will typically be made at the Command level from one Party's fire or district to another for specific resources to deal with major incidents. Mutual aid will (absent special circumstances agreed upon at the time) be provided by responding parties without cost for the initial operational period. If the incident involving mutual aid is one in which cost recovery from a third party is available, such as hazardous materials release, the Party in whose jurisdiction the incident occurs may, in its sole discretion, invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response. Nothing in this provision will preclude or supersede existing mechanisms for the provision of personnel and equipment for major incidents in programs such as fee-based wildland protection resources, FEMA Urban Search & Rescue,

State Urban Search & Rescue, EMAC, or others. Deployments pursuant to those programs will operate under the rules and requirements of those programs and not the mutual aid provisions of this Agreement. Temporary positioning and utilization of resources from one Party in another Party's jurisdiction to account for a lack of resources in that area due to the normally available assets being committed to an incident (often referred to as "move-ups") will be considered mutual aid under this Agreement. Mutual aid shall only be provided within the boundaries of the Requesting Party and shall not be provided to cover areas outside the boundaries of the Requesting Party even if the Requesting Party has an agreement to provide service to another party who is not signatory to this Agreement.

- c. **Incident Management Team ("IMT")**. A Party may request personnel for the establishment and staffing of an IMT for major or long-term incidents. Each Party agrees to use its best efforts to staff a request for an IMT by a Party using appropriate and qualified subject-matter experts based on the nature of the incident and the scope of the request. Providing staff for an IMT will be at the discretion of each Party. Staffing of an IMT will be at no cost to the receiving Party for the first 96 hours of the existence of the IMT. After such time, the requesting Party must establish a reimbursement arrangement with each responding Party for the continued staffing of the IMT. Each Party reserves the right to withdraw personnel from the IMT if they are needed for its own operations but should attempt to avoid disruption or adverse effects on the functioning of the IMT. Except as otherwise provided for in this subparagraph, personnel participating in such an IMT will be treated the same as operational personnel providing automatic or mutual aid as set forth in this Agreement.

6. INCIDENT COMMAND. As used herein, "Automatic Aid" is the process by which any Party or Parties automatically share(s) response resources; "Mutual Aid" is the process by which one Party requests resources, across jurisdictional boundaries, from another Party or Parties.

- a. **Automatic Aid:** The fire district that first arrives to handle the initial response will assume Incident Command and will retain such command until relieved by an appropriate officer of the fire district within whose jurisdiction the situation is located; thereafter, the appropriate relieving officer shall assume Incident Command. If the incident commander determines that there is still a need for additional assistance from the fire departments or districts of other Parties to this Agreement, the same dispatching procedure shall be used. With the exception of taking operational direction as part of incident command as provided for in this Agreement, for all other purposes the responding resources and personnel will be considered to be operating as part of the responding Party and not the Party receiving such automatic aid.

- b. **Mutual Aid:** The requesting Party's fire district will initiate and maintain incident command consistent with ICS protocols. With the exception of taking operational direction as part of incident command as provided for in this Agreement, for all other purposes the responding resources and personnel will be considered to be operating as part of the responding Party and not the Party receiving such mutual aid.

7. TRANSPORT FEES. Consistent with Utah Administrative Rule 426-8-2(3)(e), or successor provision, if a Party who is also a licensed ground ambulance provider (the "Transporting Party") transports a patient to a hospital and another Party's paramedic rides onboard the ambulance and provides advanced life support ("ALS"), the Transporting Party may bill the transported patient at the Paramedic Ground Ambulance transport rate. The Parties may make separate agreements amongst themselves regarding the necessity and manner of payments between them for the provision of ALS transport personnel or the reimbursement or distribution of any funds received from third parties pursuant to this Paragraph.

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. TRAINING. If a Party to this Agreement (the "Offering Party") provides other Parties to this Agreement (collectively the "Participating Parties") with opportunities to participate in training exercises or to otherwise make use of the Offering Party's training facilities, instructors, or other training resources (the "Training Opportunity"); then each Participating Party shall assume full responsibility for its respective agents, officials, or employees (collectively the "Trainees") who participate in the Training Opportunity, as well as any additional equipment the Participating Party brings to the Training Opportunity, and shall indemnify, defend, and hold the Offering Party harmless from any and all damages or claims for damages that arise out of its or its Trainees' participation in the Training Opportunity. This duty to indemnify, defend and hold the Offering Party harmless includes costs or expenses in law or equity, including attorney's fees.

10. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when the absence of fire or emergency medical personnel and/or equipment, in the sole discretion of the responding Party, will not jeopardize the fire or emergency medical services in the jurisdiction of the responding Party. 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.

11. INSURANCE. Each Party is solely responsible, at its own expense, for providing workers' compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement to the extent required by law. Each Party will obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorneys fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person. 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.

12. RESPONDERS RELEASED WHEN NOT REQUIRED OR NEEDED ELSEWHERE. Personnel and equipment from a responding Party will be released by the incident commander when the services of the responding Party are no longer required or upon notification that the personnel and equipment of the responding Party are needed within its own jurisdictional area.

13. PRE-EMERGENCY PLANNING. The commanding officers of the Parties shall, from time to time, mutually establish pre-emergency plans which shall include staging of ambulances and paramedic rescues.

14. 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.

15. GOVERNMENTAL IMMUNITY. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this agreement are considered within their current scope of employment with each Party. 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. INDEMNIFICATION. Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials

or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorneys fees. The terms of this paragraph will survive the termination of this Agreement. 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*.

17. EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA. The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity (where he/she is a member of Party's fire department and on duty while that department is rendering services outside its jurisdictional limits pursuant to this Agreement) will be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act. Each such death or injury shall be considered to have occurred in the line of duty.

18. NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED. This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

19. TERM; EXECUTION; AGREEMENT TERMINATION. This Agreement will continue for a period of five (5) consecutive years from the effective date, and the effective date will be considered the date when the last of the Parties executes this Agreement and that date shall be entered above in the preamble. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties. At the end of the initial five (5) year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.

20. LAWS OF UTAH. 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.

21. 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.

22. 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.

23. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.

24. 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.

25. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

26. NON-ASSIGNABILITY. No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

27. NON-EXCLUSIVE AGREEMENT. The Parties to this Agreement shall not be precluded from entering into other similar agreements or first response agreements.

28. 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.

29. 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.

30. 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.

31. 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.

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. 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.

35. NOTICES. Except for “dispatching services” all notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party’s legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address designated herein:

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

Wasatch County Fire Protection Special Service District
10420 N. Jordanelle Blvd.
Heber City, UT 84032

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

Wasatch County Dispatch
c/o Wasatch County
(435) 654-1411

36. ENTIRE AGREEMENT; NO WAIVER. Except for other agreements as specifically provided for in this Agreement, this Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

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:

Byron Ames
District Attorney

**WASATCH COUNTY FIRE PROTECTION
SPECIAL SERVICE DISTRICT**

Agreed this _____ day of _____, 20__ for Wasatch Fire Protection
Special Service District.

WASATCH COUNTY FIRE PROTECTION SPECIAL SERVICE DISTRICT

By: _____

By: Eric S. Hales
Fire Chief

APPROVED AS TO FORM:

Robert Hughes
District Attorney

**CONTACT INFORMATION FOR WASATCH COUNTY FIRE PROTECTION SPECIAL
SERVICE DISTRICT**

Wasatch Fire District
10420 North Jordanelle Blvd.
Heber City, UT 84032
(435) 940-9636