



PUBLIC NOTICE is hereby given pursuant to Utah Code § 52-4-202, that the Administrative Control Board (the “Board”) of the North Summit Fire District (the “District”) will hold a special meeting on **Friday, February 7, 2022**, beginning at **6:30PM** at **The Summit County Courthouse, Executive Conference Room (2nd Floor), 60 N. Main St., Coalville, UT 84017**

Zoom <https://us02web.zoom.us/j/4353362221?pwd=NXlxWVhjeWk2QXlmM3BjNklwTmVXZz09>

or

To listen by phone only: Dial 1-301-715-8592 Meeting ID: 435 336 2221 Pass Code 2121

Members of the Board, presenters, and members of public, may attend by electronic means, using Zoom (phone or video). Such members may fully participate in the proceedings as if physically present. The anchor location for purposes of the electronic meeting is the same as listed above.

AGENDA

1. Call meeting to order
2. Roll call
3. Possible Closed-door meeting in compliance with Utah Code §52-4-205(1)(a) & (f) – Personnel & Deployment of Security Systems.
4. Reconvene in Open meeting
5. Regular Meeting
 - a. Discussion and Possible approval of an inter local agreement (ILA) with Park City Fire District to provide short-term fire protection services.
 - b. Discussion and possible action regarding issues of Station access and security
 - c. Discussion of recently approved bylaws for the Administrative Control Board, and possible action regarding new account access protocols consistent with the bylaws
6. Adjournment

NOTICE OF SPECIAL ACCOMODATION DURING PUBLIC MEETINGS

Individuals with questions, comments, or needing special accommodations pursuant to the Americans with Disabilities Act regarding this meeting may contact Tyler Rowser at (435) 901-0102

**INTERLOCAL COOPERATION AGREEMENT
FOR FIRE PROTECTION SERVICES**

This Inter-local Cooperation Agreement (“*Agreement*”) is entered into this ___ day of February, 2022 (the “*Effective Date*”), by and among **NORTH SUMMIT FIRE SERVICE DISTRICT**, a political subdivision of the State of Utah (hereinafter, “*North Summit Fire*”), and **PARK CITY FIRE SERVICE DISTRICT**, a political subdivision of the State of Utah (hereinafter, “*Park City Fire*”). Each is individually referred to as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, North Summit Fire is a special service district created by Summit County pursuant to state law and Summit County Code Title 2, Chapter 25, to provide fire protection services within the geographical boundaries of the district, including to Henefer City and Coalville City; and,

WHEREAS, Park City Fire is a special service district created by Summit County pursuant to state law and Summit County Code Title 2, Chapter 24, to provide fire protection services within the geographical boundaries of the district, including to the Snyderville Basin and Park City; and,

WHEREAS, North Summit Fire functions as a voluntary fire department and has recently experienced both a firefighter staffing shortage and reliability issues; and,

WHEREAS, such firefighter staffing shortage and reliability issues poses a substantial risk to the health, safety and general welfare of the residents and businesses of the district; and,

WHEREAS, Park City Fire has adequate staffing and resources to assist North Summit Fire; and,

WHEREAS, the Administrative Control Board of North Summit Fire has requested assistance from Park City Fire to temporarily staff its fire stations in order to provide fire protection services within the geographical boundaries of the district; 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 Annotated (UCA) 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. **Fire Protection Services**

1.1 Service. Park City Fire shall provide fire protection services within the geographical boundaries of North Summit Fire.

1.2 Fire Station Leasehold. North Summit Fire leases to Park City Fire the following fire stations: Fire Station #21 (Coalville), Fire Station #22 (Henefer), and Fire Station #23 (Wanship) (together, the “*Fire Stations*” or the “*Leasehold*”).

1.2.1 Utility Charges. North Summit Fire agrees to pay before delinquency all charges for utilities used by Park City Fire in connection with the operation of the Fire Stations including, but not limited to, water, gas, heating, cooling, electricity and power, and North Summit Fire agrees not to permit any charges of any kind to accumulate against or become a lien against the Fire Stations. Park City Fire shall not have a duty to pay any utilities charges incurred at the Fire Stations.

1.2.2 Use of Fire Stations. Park City Fire shall use the Fire Stations for the provision of fire protection services and for no other purposes without the prior written consent of North Summit Fire. Without enlarging or modifying the permitted use as set forth herein, Park City Fire shall not commit, suffer nor allow any of the following to be done or conditions to exist at the Fire Stations, without the prior written consent of North Summit Fire, which may be granted or withheld in North Summit Fire’s sole discretion: (i) any public or private nuisance; (ii) any business, trade or activity which, in North Summit Fire’s sole opinion, is noxious, unreasonably noisy or offensive; (iii) any action that defaces, damages or harms the Fire Stations; (iv) the installation, maintenance, or use of any underground storage tank and/or any above-ground , leak-proof containers; (v) the entering into of any contract, including but not limited to any contract between Park City Fire and any vendor or processor, without specifically subordinating the contract to North Summit Fire’s interest in the Lease, notifying North Summit Fire of the contract, and providing North Summit Fire with a copy of the fully-executed contract; and (vi) any conduct or condition

which, in North Summit Fire’s sole opinion, is illegal, obscene, or morally offensive but not otherwise expressly mentioned above.

1.2.3 Maintenance Practices. Park City Fire agrees as follows:

1.2.3.1 To prevent all unnecessary waste, or loss, or damage to the Fire Stations.

1.2.3.2 To keep the Fire Stations neat and orderly.

1.2.3.3 Not to allow noxious weeds to go to seed on the Leasehold, but to destroy them, and to keep trimmed the weeds and grasses on the roads adjoining the Leasehold.

1.2.3.4 Not to break up established watercourses or ditches, or undertake any other operation that will injure the Leasehold.

1.2.3.5 To dispose of any *Hazardous Materials* (defined below) in accordance with Section 1.2.13.

1.2.4 Inspection. North Summit Fire shall have the right to enter upon the leased Fire Stations for the purpose of inspection and for any other proper purpose, provided that such entry and activity shall not interfere with the occupancy of Park City Fire.

1.2.5 Encumbrance of Title. Nothing herein contained shall authorize Park City Fire to do any act or make any contract so as to encumber or affect in any manner the title or rights of North Summit Fire in the Leasehold, it being understood that all repairs and alternation permitted to be made by Park City Fire upon or in the Fire Stations shall be paid for by Park City Fire in cash or its equivalent, and it is especially agreed, notice hereby given to that effect, that no contract, transfer, assignment, mortgage, judgment, mechanic’s or other lien arising out of the transactions of Park City Fire shall in any manner affect the title of North Summit Fire in the Leasehold or take precedence to any of the rights or interest of North Summit Fire herein.

1.2.6 Acceptance of Leasehold. Park City Fire has examined the leased Fire Stations and shall be deemed to have accepted said leased Fire Stations in their then condition at the commencement of the *Term* (defined below). Park City Fire leases the Fire Stations in “as is” condition, with all faults, and not based upon any representations by North Summit Fire as to the condition of the Fire Stations or as to the suitability of the Fire Stations for the purposes to which Park City Fire desires to put the Leasehold.

- 1.2.7 Laws and Regulations. Park City Fire shall comply with all federal, state and county laws, rules, regulations and ordinances (the “*Laws*”) with regard to the use and condition of the Leasehold.
- 1.2.8 Insurance.
- 1.2.8.1 North Summit Fire shall maintain adequate Fire, Theft, Casualty, and Property Insurance on each Fire Station and shall name Park City Fire as an additional insured.
- 1.2.8.2 Park City Fire assumes the risk for its use and for its operations upon the leased Fire Stations and shall be solely responsible for providing casualty insurance for Park City Fire’s personal property, including any temporary structures (together, the “*Personal Property*”), on the leased Fire Stations which shall not be covered by any insurance carried by North Summit Fire.
- 1.2.9 Indemnities. Park City Fire, during continuance of this Agreement, covenants and agrees to indemnify and save harmless North Summit Fire for, from and against each and every loss, cost, damage, and expense, including reasonable attorney’s fees and court costs arising out of any accident or other occurrence causing injury to or death of persons or damage to property due to the condition of the leased Fire Stations due to the use or neglect thereof by Park City Fire.
- 1.2.10 Surrender. Park City Fire shall, upon the expiration of the Term, peacefully surrender the Fire Stations to North Summit Fire in substantially the same condition as it was received by Park City Fire, ordinary wear and tear for operations excepted. Park City Fire acknowledges the fixed nature of the Term, and agrees that any remaining Personal Property at the Fire Stations after the expiration of the Term, at the election of North Summit Fire, shall become the property of North Summit Fire and shall be deemed abandoned in accordance with the Laws of the State of Utah. Park City Fire hereby waives any and all rights to compensation for any work or soil preparation performed by Park City Fire, including any rights arising under any Laws and the doctrine of emblements. North Summit Fire shall have the right to remove, store, sell and dispose of such Personal Property and retain any proceeds derived therefrom pursuant to any and all applicable Laws.
- 1.2.11 Assigning and Subletting. Park City Fire shall not have the right to assign or sublet the whole or any portion of the leased Fire Stations without the written consent of North Summit Fire, which North Summit Fire may grant or withhold at its sole and absolute

discretion. If North Summit Fire consents to one assignment or sublease, that consent does not authorize a subsequent assignment or sublease, and Park City Fire, the Assignee, or Subtenant must again obtain North Summit Fire's written consent, subject to all the provisions of this paragraph, which North Summit Fire may grant or withhold at its sole and absolute discretion.

1.2.12 Structures and Improvements. Park City Fire shall not erect or place upon the Leasehold any structures, buildings or improvements, permanent or temporary, or alter the existing structures, if any, without the prior written consent of North Summit Fire. Upon termination of this Agreement, all structures, buildings, improvements and alterations, erected, placed or made upon the Leasehold shall, at the option of North Summit Fire, remain and become the sole property of North Summit Fire. Should North Summit Fire elect not to exercise this option, Park City Fire shall remove all said structures, buildings, improvements and/or alterations from the Leasehold prior to the expiration of the Term or within thirty (30) days after termination of the Agreement if terminated prior to expiration of its Term.

1.2.13 Hazardous Materials/Poisons.

1.2.13.1 Tenant Covenant. Park City Fire covenants that it and anyone acting by, through, or under it, will not, through its acts or omissions, cause or permit any Hazardous Materials or any poisons, herbicides, pesticides, fertilizers or other foreign chemicals or substances ("*Poisons*") to be placed, held, located, released or disposed of on, under or at the Leasehold as permitted herein. The term "Hazardous Materials" shall mean any substance or material which is defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous wastes," "restricted hazardous waste," "toxic substances", or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources ("*Environmental Law*"). "Release" means any actual or

threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migrating on or from the Premises or adjacent property, or disposing of Hazardous Materials into the environment.

1.2.13.2 Use of Permitted Materials. Park City Fire may store upon the Leasehold and use only those chemicals or substances that are approved by the United States Department of Agriculture, the Environmental Protection Agency, the Utah Department of Agriculture and the Utah Department of Environmental Quality in the minimal quantities required by Park City Fire's operations ("*Permitted Materials*"). Any and all such materials and substances shall be applied in strict compliance with instructions contained on the label or furnished by the manufacturer thereof. Park City Fire shall keep appropriate records regarding the application and use of the Permitted Materials and provide copies of such records to North Summit Fire upon request. No experimental Poisons or herbicides or sewage sludge or other byproduct of sewage shall be applied to the Leasehold. No soil-applied sterilant or semi-sterilant shall be applied to any portion of the Leasehold without the prior written consent of North Summit Fire. Park City Fire shall not apply any organic material on the Leasehold without the prior written consent of North Summit Fire, which consent must be obtained prior to each application of organic material and which consent may be withheld in the sole discretion of North Summit Fire. In the event North Summit Fire gives such consent, Park City Fire shall keep appropriate records regarding the application and use of any such organic material, and make those available to North Summit Fire at its request. North Summit Fire may require additional soil testing before any organic material application(s) in North Summit Fire's sole discretion.

1.2.13.3 Use of Gasoline, Diesel Fuel, and/or Motor Oil. Park City Fire may store gasoline, diesel fuel, and/or motor oil upon the Leasehold. The gasoline, diesel fuel, and/or motor oil shall only be stored in above-ground leak-proof containers within a proper containment structure in accordance with all relevant laws and regulations. The transfer of any gasoline, diesel fuel, or motor oil to vehicles or machinery must be done in accordance with all relevant laws and regulations, and Park City Fire shall take prudent measures to prevent gasoline, diesel fuel or motor oil from contacting any soil.

1.2.13.4 Release of Hazardous Material/Poisons. In the event a Release of Hazardous Materials or Poisons (excluding the permitted quantity of *Permitted Materials*) or violation of any Environmental Laws, Park City Fire shall immediately notify North Summit Fire of any such discovery. If the Hazardous Materials/Poisons have been released by Park City Fire or its agents (whether such release is discovered by Park City Fire or North Summit Fire during the Term or following the termination of the Agreement), Park City Fire shall, at its sole cost and expense, comply with all Environmental Law to remedy the situation, including, without limitation, promptly conducting a site assessment, taking immediate action required for containment of the release, and preparing and implementing a plan for the cleanup of the release. Park City Fire shall properly dispose of any Hazardous Materials and Permitted Materials permitted to be used and stored on the Leasehold by licensed haulers to licensed facilities in accordance with Environmental Law. Park City Fire shall sign all documentation and waste manifests required to facilitate such transportation and disposal, and Park City Fire shall at all times be deemed the transporter/generator of any such Hazardous Materials, contaminated soil, groundwater or rinse water. Park City Fire shall provide copies of waste manifests, bills of lading or other related documentation upon request by North Summit Fire. Park City Fire shall promptly provide North Summit Fire with notice of any discovery of any Hazardous Materials located on the Leasehold, or any notices or correspondence related to the presence of Hazardous Materials or any claim made or threatened, concerning Hazardous Materials associated with the Leasehold or Park City Fire's operations thereon. Park City Fire's representations, warranties, indemnifications and obligations under this paragraph shall survive the expiration or termination of this Agreement.

1.2.14 Reservation Rights. North Summit Fire reserves the right to use any and all roads, highways, ditches, canals, railways, pipelines, utility facilities, irrigation facilities, water retention basins and storm/sewer facilities that may be located on the Leasehold.

1.2.15 No Recourse. Notwithstanding anything herein to the contrary, Park City Fire agrees that any claim against North Summit Fire as it relates to the Leasehold shall be limited to the real property and improvements located within or on the leased Fire Stations. Park City Fire hereby waives its rights to make any claim or demand

against any other provider or assets of North Summit Fire unrelated to the Leasehold.

1.3 **Staff.** Park City Fire will provide an adequate number of onsite and on-call fully licensed and qualified firefighters to staff the Fire Stations on a 24 hour, 7 days a week basis.

1.3.1 Park City Fire firefighters providing services hereunder shall at all times be deemed employees of Park City Fire and shall not be deemed employees of North Summit Fire (Utah Code §11-13-222).

1.3.2 Park City Fire shall provide to its firefighters all equipment required to perform the services contemplated herein.

1.4 **Leased Equipment.** North Summit Fire leases to Park City Fire all of its fire trucks, vehicles, fire apparatus, and equipment located at each of its Fire Stations in the performance of the services contemplated herein (the "*Leased Equipment*"). North Summit Fire shall at all times maintain property and casualty insurance on the Leased Equipment, naming Park City Fire as an additional insured.

2. **Term.** This Agreement shall be in effect for a period of sixty (60) days from the Effective Date unless otherwise amended or terminated by the Parties by mutual written agreement. The Parties may extend this Agreement for increments of thirty (30) days.

3. **Consideration.** North Summit Fire shall pay Park City Fire for the fire protection services set forth in Section 1 above a fee of One Hundred and Fifty Thousand Dollars (\$150,000.00). In the event the Parties agree to extend this Agreement, North Summit Fire shall pay a fee of Seventy-Five Thousand Dollars (\$75,000.00) for each thirty (30) day increment thereafter.

4. **Liabilities and Indemnification.**

4.1 All privileges and immunities from liability which are ordinarily available to North Summit Fire firefighters shall apply to the Park City Fire firefighters while performing governmental services under Section 1.

4.2 North Summit Fire agrees and promises to indemnify and hold Park City Fire, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensation are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions,

negligent or otherwise, of North Summit Fire and/or its officers, agents, officials, members, employees or volunteers in the performance of Section 1.

- 4.3 Park City Fire agrees and promises to indemnify and hold North Summit Fire, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensation are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise, of Park City Fire and/or its officers, agents, officials, members, employees or volunteers in the performance of Section 1.

5. **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:

- 5.1 Representations and Warranties of North Summit Fire. North Summit Fire hereby represents and warrants as follows as of the Effective Date:

5.1.1 Authority of North Summit Fire. North Summit Fire 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 North Summit Fire of this Agreement, the performance by North Summit Fire of its obligations hereunder and the consummation by North Summit Fire 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 North Summit Fire; 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 North Summit Fire enforceable against North Summit Fire 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).

5.1.2 No Conflicts; Consents. The execution, delivery and performance by North Summit Fire 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 North Summit Fire; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to North Summit Fire; 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 assets pursuant to any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other contract to which North Summit Fire is a party or by which North Summit Fire may be bound or affected.

- 5.2 Representations and Warranties of Park City Fire. Park City Fire hereby represents and warrants as follows as of the Effective Date:
- 5.2.1 Authority of Park City Summit Fire. Park City Fire 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 Park City Fire of this Agreement, the performance by Park City Fire of its obligations hereunder and the consummation by Park City Fire 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 Park City Fire; 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 Park City Fire enforceable against Park City Fire 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).
- 5.2.2 No Conflicts; Consents. The execution, delivery and performance by Park City Fire 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 Park City Fire; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to Park City Fire; 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 assets pursuant to any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other contract to which Park City Fire is a party or by which Park City Fire may be bound or affected.

- 5.3 Survival. All representations of North Summit Fire and Park City Fire in this Agreement 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.

6. **Governmental Immunity Act.** Because both Parties are governmental entities under the *Utah 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 *Utah Governmental Immunity Act of Utah*.

7. **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).

8. **Miscellaneous Provisions.**

- 8.1 No Assignment. Neither Party may assign its interest in this Agreement without the written consent of the other Party.
- 8.2 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.
- 8.3 Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.
- 8.4 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.
- 8.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 8.6 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.

- 8.7 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.
- 8.8 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.
- 8.9 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.
- 8.10 Amendment. This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.
- 8.11 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, quarantine, 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.
- 8.12 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.
- 8.13 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.

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

To: **North Summit Fire Service District**
ATTN: Chair, Administrative Control Board
86 Center Street
Coalville, Utah 84017

To: **Park City Fire Service District**
ATTN: Fire Chief
736 Bitner Road
Park City, Utah 84098

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.

- 8.15 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.
- 8.16 Counterparts. This Agreement may be executed in counterparts and delivered by electronic transmission.

9. **Interlocal Cooperation Act Requirements.**

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

- 9.1 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*.
- 9.2 In accordance with the provisions of Utah Code §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take affect.
- 9.3 A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to §11-13-209 of the *Utah Interlocal Cooperation Act*.
- 9.4 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.
- 9.5 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 February, 2022.

PARK CITY SUMMIT FIRE SERVICE
DISTRICT

Michael Howard, Chair
Administrative Control Board

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

David L. Thomas

David L. Thomas, Chief Civil Deputy

Signed this ____ day of February, 2022.

NORTH SUMMIT FIRE SERVICE
DISTRICT

Michelle Andersen, Chair
Administrative Control Board

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

Ryan PC Stack
Deputy County Attorney

NORTH SUMMIT FIRE SERVICE DISTRICT

Bylaws of the Administrative Control Board

Adopted February, 2022

ARTICLE I DEFINITIONS

- 1.1 “Board” means the voting membership of the Administrative Control Board (“ACB”) of the North Summit Fire Service District.
- 1.2 “Board Action” means an official vote or action of the Board Members.
- 1.3 “Board Member” means a member of the ACB of the North Summit Fire Service District.
- 1.4 “Clerk/Secretary” is the person appointed by the Board to record and safeguard all minutes of the Board and act as the secretary to the Board.
- 1.5 “County” means Summit County, Utah.
- 1.6 “County Council” refers to the legislative body of Summit County who is the Governing Body of the District.
- 1.7 “District” means the North Summit Fire Service District (“NSFSD”).
- 1.8 “Immediate Family Member” means a parent, stepparent, spouse, sibling, a child and his/her spouse, and a stepchild and his/her spouse.
- 1.9 “Manager” is the Fire Chief of the NSFSD, as appointed by the County Council, who serves as its executive officer in accordance with Summit County Code Section 2-25-6.
- 1.10 “Officer” means the chair, vice-chair, and treasurer of the ACB.
- 1.11 “Treasurer” is one of two Board Members designated and authorized to cosign all checks and other disbursements on behalf of the District, and to provide recommendations to the Board regarding the collection of revenues, disbursements of funds for expenses, and the custody of funds that comply with state law and sound accounting controls.

ARTICLE II ADMINISTRATIVE CONTROL BOARD

- 2.1 The District shall be governed by an Administrative Control Board (“Board”) which shall manage and conduct the District’s business and affairs in accordance with its delegated powers from the County Council, acting as the Governing Board of the District. All

powers of the District are exercised through the Board or County Council in accordance with the law.

2.2 The Board shall be comprised of five (5) voting members, and is hereby constituted as set forth below:

2.2.1 Three (3) members shall be appointed by the Summit County Council.

2.2.2 One (1) member shall be appointed by the Coalville City Council.

2.2.3 One (1) member shall be appointed by the Henefer Town Council.

2.3 Qualifications: To be eligible for appointment as a voting member, each member of the Board shall:

2.3.1 Be a registered voter at the location of the member's residence.

2.3.2 Reside within the District boundaries.

2.3.3 Not be employed by the District, whether as an employee or under contract.

2.3.4 Not have an Immediate Family Member be employed by or volunteer for the District (at the time of appointment and during that Board Member's term of service).

2.4 Functions of the Board

2.4.1 The Board shall exercise all powers and duties enumerated in Utah Code § 17D-1-103, except for those reserved to the County Council as Governing Body under Utah Code § 17D-1-301(4)(a) and Section 2-25-5(A) of the Summit County Code.

2.4.2 Manager prepares and proposes to the Board an annual budget in conformance with Utah Code § 17B-1-601 et seq, and the Board shall vote on a final budget recommendation to the County Council.

2.4.3 The Board passes resolutions and policies. The Board establishes policy through broad general policy directives and general task assignments of a goal-oriented nature.

2.4.4 The Board reviews the Manager's performance.

2.4.5 In every case, the will of the Board shall be expressed by a majority vote of a quorum of the Board. No statement or act of any individual member of the Board shall be viewed as the will of the Board.

- 2.4.6 The Board will review this document periodically to ensure that it is pertinent and current.
- 2.5 Individual Board Members shall not give orders to any staff member of the District, either publicly or privately, but may ask for information from the Manager to be presented to the Board.
- 2.6 All members of the Board shall serve in accordance with Utah Code and Title 2, Chapter 25 of the Summit County Code.
- 2.7 The interests of the NSFSD are best served if a balance is achieved among Board Members. Such balance strives, if possible, to give representation to the following interests:
 - 2.7.1 Fire Service Background;
 - 2.7.2 Financial Background;
 - 2.7.3 Governance Background; and/or
 - 2.7.4 Any other relevant experience or qualifications.

ARTICLE III
TERM OF OFFICE

- 3.1 Except as provided below, the term of office for each appointed member of the Board shall be four (4) years.
- 3.2 Each Board Member's term shall begin at noon on the first Wednesday following the member's appointment.
- 3.3 Board Members shall serve until a successor is duly appointed, unless the member is removed from office or resigns.
- 3.4 Each Board Member may serve a maximum of three (3) appointed terms (Summit County Code 2-25-4).
- 3.5 Vacancies of the five (5) appointed members of the Board, created other than by expiration of term, shall be filled by either the appropriate municipality or the County Council for the unexpired term of the Board Member whose vacancy is filled. At the end of a Board Member's term, the position is considered vacant and the appropriate municipality or the County Council may either reappoint the old Board Member or appoint a new member after following the appointment procedures under Utah law. The County Council may remove a Board Member for cause at any time after a hearing and vote by two-thirds (2/3) of the County Council.

ARTICLE IV
OFFICERS

- 4.1 The Board shall elect from among its members, a chair, vice-chair, and a treasurer who shall act as the Officers of the District. Elections shall be held at the first scheduled public meeting in January and annual thereafter, except if the changing of a commission seat in mid-year necessitates a reassigning of officers and/or duties. The Board may elect to forgo the election of a clerk/secretary, choosing instead to appoint this position in which case it will not be considered an Officer of the District.

- 4.2 Chair
 - 4.2.1 Conducts meetings.
 - 4.2.2 Schedules public meetings and any or all special public meetings. Collaborates with the Manager to set ACB meeting agendas. The Chair shall have final say in determining whether an item is placed on an agenda, subject to the exception that an item shall be placed on the agenda upon the agreement of any two Board Members.
 - 4.2.3 Act as official spokesperson for the ACB to the public or designate such spokesperson.
 - 4.2.4 Coordinates and follows through on projects and assignments of the Board.
 - 4.2.5 Arranges for on-going dialogue and interaction with interfacing entities such as the County Council and other local town/city councils within the District, and other public entities for the purposes of information exchange, insight and analyzing future growth and development.

- 4.3 The Vice Chair shall act as Chair in the absence or at the direction of the same.

- 4.4 Clerk/Secretary
 - 4.4.1 Attends Board meetings and keeps a record of the proceedings.
 - 4.4.2 Maintains financial records.
 - 4.4.3 Presents a financial report at least quarterly to the Board.
 - 4.4.4 May be appointed by the ACB to serve a 4 year term which may be renewed upon further vote of the ACB. When appointed, the Clerk/Secretary is not an Officer or Board Member.

- 4.5 Treasurer
 - 4.5.1 Primarily responsible for the funds and assets of the NSFSD and accountability for the same.

- 4.5.2 Reviews placement and status of NSFSD's monetary funds.
- 4.5.3 One of two Board Members on the NSFSD's operating account signature card.
- 4.6 Entire Board
 - 4.6.1 Provides policy framework, sets vision/goals/policies.
 - 4.6.2 Delegates policy implementation to the Manager.
 - 4.6.3 At least quarterly, reviews all expenditures authorized by the Manager.
 - 4.6.4 Any Board Member may submit a request to the Chair to place an item on a future agenda, provided that such request shall be submitted no fewer than ten (10) business days in advance of the meeting for which the item is requested.
- 4.7 Removal of Board Member
 - 4.7.1 The interests of the NSFSD are best served by allowing for the removal of a Board Member by the County Council when a majority of the Board perceives that a member no longer fulfills the responsibilities of a Board Member. Reasons for removal may include, but are not necessarily limited to, the following:
 - 1. Unreasonable absence from three (3) consecutive meetings.
 - 2. Unreasonable absence from four (4) regularly-scheduled meetings per year.
 - 3. Failure to abide by the guidelines and duties for Board Members as set forth in these Policies and Procedures.
 - 4. Conduct unbecoming to a public official.
 - 5. Gross disinterest or failure to perform needed or necessary duties on behalf of the NSFSD.
 - 6. Impairment of impartial and objective decision-making abilities because of a conflict of interest which is either personal or business/employment related.
 - 4.7.2 Since removal is an extreme measure, and leave of absence is a practical impossibility, the Board Member in question should be accorded the opportunity to either resign voluntarily or reprioritize his/her commitment to the NSFSD before any action is taken by the Summit County Council.
- 4.8 Compensation. The District shall pay Board Members a monthly stipend in exchange for their service. The Board shall set the stipend amount annually during its budgeting process. The stipend is not to exceed actual costs of attending meetings and participating on the Board.

- 4.9 Vacancies. Whenever there is a vacancy in the Board membership, a replacement Board Member shall be appointed by the Summit County Council or appointing entity within ninety (90) days.

ARTICLE V OPEN AND PUBLIC MEETINGS

5.1 Open Meetings

The NSFSD Administrative Control Board operates within the guidelines of the Open and Public Meetings Act of the State of Utah. Annual training will be scheduled by NSFSD administration regarding the Open and Public Meetings Act. The Chair of the Board will ensure that its members are provided with annual training on the requirements of the Open and Public Meetings Act. Within one year of appointment NSFSD Administrative Control Board Members will complete State Auditor's Office/Utah Association of Special Districts training.

With a quorum present, an open meeting will include workshops and Executive Sessions but does not include chance meetings or social meetings.

5.2 Closed Meetings

A meeting may only be closed pursuant to Utah Code §§ 52-4-204 through 206.

The Board may enter a Closed Meeting only from a properly-noticed Open Meeting, with a motion to enter a Closed Meeting. A two-thirds vote will be required of Board Members present at an Open Meeting to enter a Closed Meeting, and the motion to convene a Closed Meeting must be publicly announced and recorded. The reason for closing the meeting must be clearly stated, and the location of the Closed Meeting must be recorded. The vote of each Board Member must also be recorded (by roll call vote). No board action may be taken in a Closed Meeting. No recorded minutes are required if the meeting is closed to discuss: the character, professional competence, or physical or mental health of an individual. In lieu of recorded minutes, Utah Code requires a sworn written statement from the Chair. All other Closed Meetings require the Board to record the closed portion of the meeting, and detailed written minutes be kept.

5.3 Emergency Meetings

Emergency meetings may be held in the event of unforeseen circumstances. The best practicable notice must be given of meeting date, time, place, and items to be considered. A reasonable attempt will be made to notify all Board Members, and a majority of the Board Members must approve of the meeting.

5.4 Electronic Meetings

The Board may conduct electronic meetings consistent with the provisions of Utah Code § 52-4-207 and Summit County Resolution 2021-06.

5.5 Electronic Messages

No deliberation shall occur outside of a publicly noticed and held meeting, including through any electronic communications. During meetings, Board Members shall not transmit electronic messages. Electronic messages are defined as: email, instant messages, electronic chat, text messaging, or other means of electronic messaging. All Board Members will be issued a NSFSD email address upon appointment. All electronic communications involving Board business are considered public records and must be preserved and retained according to the State retention schedule.

ARTICLE VI VOTING

6.1 Number of votes: Each member of the Board shall have one vote on all matters brought before the Board.

6.2 Passage: The affirmative vote of majority of all voting members present at any meeting of the Board at which a quorum of voting members was presented shall be necessary and sufficient for the passage of any item before the Board or Board Action.

ARTICLE VII QUORUM

7.1 A majority of the members of the Board shall constitute a quorum. No action may be taken by the Board unless a quorum is present.

ARTICLE VIII CONDUCT OF MEETINGS

8.1 The Board shall, with the Manager, establish a regular meeting schedule which shall not be less than one meeting per month.

8.2 All meetings shall be noticed pursuant to and comply with all provisions of the Utah Open and Public Meetings Act.

8.3 A copy of the agenda and notice for each Board meeting shall be provided via electronic mail to the Summit County Manager no less than twenty-four (24) hours prior to the scheduled meeting.

8.4 A copy of the minutes of each Board meeting shall be provided via electronic mail to the Summit County Manager within five (5) working days following the approval of the

minutes. Draft minutes, recordings of electronic meetings, and final minutes shall be posted to the District's webpage (if any) and to the Utah Public Notice webpage as required by the Open and Public Meeting Act.

- 8.5 The Board shall adopt a form of parliamentary procedure (Robert's Rules of Order) and shall conduct all meetings in a manner consistent with that procedure and consistent with all applicable laws.

ARTICLE IX ETHICS

The following ethical principles shall guide the actions of the Board and its members in carrying out the powers and duties described above:

- 9.1 Gifts.

Board Members will not solicit or accept gifts. An occasional non-pecuniary gift having a value of less than \$50 or an award public presented in recognition of public services may be accepted.

- 9.2 The primary obligation of the Board and each member is to serve the public interest.

- 9.3 Conflict of Interest.

Any potential conflicts of interest require full disclosure. A Board Member may not have a personal investment or pecuniary interest in any business entity which will create a substantial conflict between private interests and public duties. The Board and its members shall avoid conflicts of interest and the very appearance of impropriety. A Board Member with a potential conflict of interest shall publicly disclose that interest, abstain from voting on the matter, and not participate in any deliberations on the matter, but may remain in the chamber where such deliberations are to take place except when the Board may go into executive session. When the Board is in executive session, any Commission member with a potential conflict shall remove himself/herself from the chamber. Also, the Board Member with a potential conflict shall not discuss the matter privately with any other Board Member or public official voting on the matter.

ARTICLE X
PENALTIES

10.1 Certain penalties under Utah Code may apply in the event of breach of conduct in accordance with the above-stated policy.

APPROVED AND ADOPTED by the Summit County Council, Governing Body for the North Summit Fire Service District, this 2nd day of February, 2022.

NORTH SUMMIT FIRE SERVICE DISTRICT
SUMMIT COUNTY, STATE OF UTAH

ATTEST:

Evelyn Furse
County Clerk

By: _____
Chris Robinson
Chair, Governing Body

APPROVED AS TO FORM:

Ryan P.C. Stack
Deputy County Attorney