



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
September 12, 2023**

The Council of Park City, Utah, will hold a special meeting in person and online at the Marsac Municipal Building, City Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online with options to listen, watch, or participate virtually. [Click here](#) for more information.

SPECIAL MEETING - 9:00 a.m.

I. ROLL CALL

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

III. OLD BUSINESS

1. Request by Summit County to Approve an Interlocal Agreement for Basic 911 Service between Summit County, Park City Fire District, and Park City Municipal in a Form Approved by the City Attorney
(A) Public Input (B) Action
[Basic 911 Service Staff Report and Interlocal Agreement](#)

IV. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

***Parking is available at no charge for Council meeting attendees who park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: September 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Request by Summit County to Approve an Interlocal Agreement for Basic 911 Service between Summit County, Park City Fire District, and Park City Municipal in a Form Approved by the City Attorney
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Basic 911 Service Staff Report and Interlocal Agreement](#)



City Council Staff Report

Subject: Basic 911 Service Interlocal Agreement

Author: Jed Briggs

Department: Budget

Date: Sept 12, 2023

Type of Item: Administrative

Recommendation

Review and consider a request from Summit County to approve an Interlocal Agreement for Basic 911 Services between Summit County, the Park City Fire District, and Park City Municipal in a form approved by the City Attorney.

Executive Summary

The Park City Fire District (PCFD) has traditionally provided basic 911 ambulance service/emergency medical services/EMS countywide. The PCFD is funded through a combination of its Special Service District (SSD) property tax revenues and Summit County contributions to reimburse PCFD for EMS services provided to North Summit Fire District (NSFD) and South Summit Fire Protection District (SSFPD) areas.

In 2021, the Utah Legislature enacted Utah Code section 11-48-103 in [House Bill 303](#), which requires Utah counties and municipalities to ensure at least a minimum level of 911 ambulance services. Park City Municipal receives 911 ambulance/EMS service from the PCFD, which has property taxing authority over our jurisdiction through its Special Service District.

Summit County has proposed to gain compliance with HB 303 by creating individual Interlocal Agreements (ILAs) throughout the County (cities, towns, and fire districts). We are told that the proposed ILA between Summit County, the PCFD, and Park City Municipal is identical to the other ILAs under consideration and would add more annual funding to the PCFD from Summit County than they currently receive from the County. It would also relieve the PCFD from providing basic 911 ambulance/EMS services countywide as the Districts all take control of their own EMS services. The PCFD may enter individual service agreements with the County's other providers, NSFD and SSFPD, beyond the scope of the ILAs under consideration.

Highlighted benefits include:

- Consistent with industry-leading practices and the operational strategy of all the Fire District leadership (Chiefs and Boards), including combined EMS and Fire services from each District, which offers financial and operational leverage;
- The PCFD will continue to deliver advanced EMS services through the current SSD tax levy; the last tax rate increase was in 2011, and there is currently no increase planned;

- The PCFD will no longer provide EMS management services to the county's east side;
- The PCFD will manage its own EMS-related revenue collections;
- As the east side continues to grow, future expenses will be the responsibility of the east side Fire Districts, and they will be better positioned to accommodate the growth;
- It will be up to each of the three Districts to determine what level of service is appropriate for their communities;
- This plan gives each District an opportunity to deliver the best possible service to their communities;
- With the call volume increasing each year for the Park City Fire District, this change allows the organization to focus on its mission statement; and
- This agreement gives each city and district clear direction in providing EMS in the future.

Analysis

Summit County and the other providers recommend each district independently provide basic 911 ambulance/EMS services to their respective service territory using a base financial allocation from Summit County. The basic level of service proposed is one fully staffed ambulance per territory, operational 24 hours a day, seven days a week, year-round (plus an additional ambulance in case of mechanical breakdown/service). Any enhanced service levels sought beyond the basic level offered above must be managed within each district's own taxing ability and is entirely within their control. **This ILA proposes no reduction in enhanced service levels as provided by the PCFD within their territory currently.**

The PCFD has historically provided 911 ambulance/EMS and paramedic services to the NSFD and SSFPD. Our understanding from the PCFD is that splitting up the basic 911 ambulance/EMS services within Summit County so each district can self-manage its services is a positive step forward for Park City and its taxpayers. All of the Fire Districts within Summit County have agreed to the strategy.

Summit County proposed three similar ILAs, which obligate Summit County to provide \$1M annually to each district for basic 911 ambulance/EMS services for the area of Summit County they cover. The ILAs have 20-year terms beginning January 1, 2024, and the County's payment increases by the cumulative CPI every three years. The ILA also requires the districts to enter into a mutual aid agreement to provide overlapping ambulance services throughout Summit County. Summit County believes that the ILA and mutual aid agreements, taken together, satisfy its obligations under H.B. 303.

Through the ILA, Summit County requests Park City:

- Agree that the \$1M in annual funding toward the basic 911 ambulance/EMS services satisfies its requirements to Park City under HB 303;
- Consent to Summit County's use of General Fund revenues to fund basic 911 ambulance/EMS service as a countywide service; and

- Waive PCMC's rights to contest the ground ambulance license of any of the fire districts.

The ILA also provides an additional \$400k per year for each District to provide paramedic rescue services throughout their service areas. Per the ILA, the entire \$1.2M (\$400k 3x) would be allocated to the PCFD as they hold the paramedic licensure and are best able to deliver the services (training, equipment, staffing, etc.). If, at some point in the future, the NSFD and/or SSFPD would like to self-manage paramedic services, they would receive the \$400k additional from Summit County, and PCFD's revenue to provide the service would be reduced by the same amount.

Funding

As stated, fundamental to Summit County's approach is that each independent district gains the additional ability to provide the level and types of service they deem appropriate through their own property tax levy, over and above the base level of service funding proposed by the County.

Summit County estimates this plan will cost the County \$2.2M next year. All of the basic funding would come from Summit County's General Fund, much of which is derived from taxpayers on the County's west side, including Park City (43.9% of Summit County's total assessed value). Thus, Summit County proactively seeks Park City's support to use General Fund resources.

New funding sources to support Summit County's annual ILA obligations will need to be decided during their annual budgeting processes. Park City must actively monitor those discussions to continue to represent our community's interest in basic 911 ambulance/EMS service.

Public Policy Questions

Consideration of ILAs between public entities typically requires financial, operational, and legal consideration. In our case, does the ILA improve, denigrate, or have a neutral impact on services for Park City residents, businesses, and visitors, and does the ILA, via additional funding of the PCFD, appropriately utilize revenues obtained from Park City taxpayers? Additional considerations include:

- **Countywide Basic 911 Ambulance Service:** Summit County defines the basic level of countywide service as two ambulances and one crew for each district, estimated at \$1M and agreed to by each District. The PCFD "basic" level of service may be seen as considerably higher due to the population density in the western portions of Summit County. However, the PCFD will receive the same annual distribution under the ILA as the other districts.
- **Funding:** The proposed ILAs result in an annual cost increase of \$2.2M for Summit County. Currently, it is unclear how Summit County plans to fund this increase.
- **Multiple ILAs:** Summit County seeks individual ILAs with the PCFD, NSFD, SSFD, and all cities within the County. This creates a potential for individual

entities in the future to renegotiate independently. Any future negotiations could impact funding from the Summit County General Fund.

- **Mutual Aid:** Per the ILA, the PCFD is required to enter into a Mutual Aid Agreement with the other fire districts to ensure overlapping ambulance services. That agreement is not final. The ideal outcome would be for the agreement not to impact PCFD's services to Park City and to ensure PCFD is compensated for services to the rest of Summit County.
- **Term:** The proposed term of the ILA is 20 years. The City Council may want to consider a shorter term or options to revisit the agreement in the near term. While long-term agreements are desirable in terms of stability and predictability, they also forego a structured or built-in opportunity to revisit unintended consequences, assess changing conditions, and more.

Council Options

1. Sign the proposed ILA;
2. Adjust the ILA's term (if PCFD supports) to coincide with the first cumulative CPI increase. This allows Summit County and the PCFD to move forward but provides additional flexibility to understand the nuances of the ILA without a fixed 20-year term;
3. Continue to gather information to better understand the ILA. The City would miss Summit County's deadline; or
4. Decline to sign the ILA. It is unclear how this would impact Summit County's efforts to provide funding for countywide EMS services and compliance with HB 303.

Exhibits

Exhibit A – Basic 911 Services Interlocal Agreement

INTERLOCAL COOPERATION AGREEMENT FOR BASIC 911 SERVICE

This Interlocal Cooperation Agreement (“*Agreement*”) is entered into this ____ day of _____, 2023 with an effective date of January 1, 2024 (the “*Effective Date*”), by and among **SUMMIT COUNTY**, a political subdivision of the State of Utah (hereinafter, “*County*”), the **PARK CITY FIRE SERVICE DISTRICT**, a special service district of the State of Utah (hereinafter, “*District*”), and **PARK CITY MUNICIPAL CORPORATION**, a municipality of the State of Utah (hereinafter, “*Park City*”). Each is individually referred to as a “*Party*” and collectively as the “*Parties*.”

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the District has a *Paramedic Service License* (defined below); and,

WHEREAS, the Parties hereto are also willing to enter into this Agreement wherein the County agrees to pay the District and the District agrees to provide *Paramedic Rescue Service* (defined below) to all of the Fire Districts within Summit County; and,

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

AGREEMENT

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

1. **Definitions.**

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

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

1.3 “*Annual Paramedic Fee*” has the meaning set forth in ¶4.2.1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.18 “*Paramedic Service License*” means the state issued license described in Utah Code §53-2d-504 and 505, and Utah Admin. Rule, R-426-3-3.

1.19 “*Park City Fleet*” has the meaning set forth in ¶2.2.2.

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

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

1.22 “*Term*” has the meaning set forth in ¶11.

2. Basic 911 Service.

2.1 District Responsibilities.

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

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

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

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

2.1.5 District agrees to continue and remain responsible for the billing and collections function for 911 Ambulance Service and Paramedic Rescue Service rendered and provided by District inside its geographic boundaries ("*Collections*").

2.2 County Responsibilities.

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

2.2.2 Within one hundred and twenty (120) days after the Effective Date, unless otherwise agreed to by the Parties, the County agrees to donate and transfer to the District the ownership of eight (8) ambulances from the County Fleet (the "*Park City Fleet*"), as follows:

Park City Unit #	VIN #	Summit County Asset Number
530	3C7WRLFL7GG353895	61-4151-039
527	1FD0X4HT8DEB30811	61-4151-036
532	1FDOX4HT9KED43859	61-4153-009
529	1FD0X4HT3FED10605	61-4151-038
528	1FD0X4HT6FEA71535	61-4151-037
535	1FDUF4HTXNEE70967	
523	3D6WH46L19G543338	61-4151-011
533	W1W4EBVYJLT026324	61-4153-010

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

2.2.4 County agrees to work cooperatively with the District on acceptable specifications for a new ambulance (the "*Ambulance*"), conduct a standard procurement process for the Ambulance, purchase the Ambulance consistent with those specifications, and transfer to the District the Ambulance during the 2026 budget year or as soon thereafter as practical,

given the status of the supply chain for new ambulances.

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

4. **Paramedic Rescue Service.**

4.1 District Responsibilities.

4.1.1 District agrees to provide Paramedic Rescue Service within Summit County and in and for all Fire Districts for the Term of this Agreement.

4.1.2 District agrees to obtain and retain a *Paramedic Service License* pertaining to the entirety of Summit County for the Term of this Agreement.

4.1.3 District agrees to train and maintain sufficient licensed Paramedics to provide the Paramedic Rescue Service, including ensuring that adequate *Continuing Medical Education*, as set forth in Utah Admin. Rule, R-426, is provided.

4.2 County Responsibilities.

4.2.1 County agrees to pay the District on an annual basis, and for the Term of this Agreement, One Million Two Hundred Thousand Dollars (\$1,200,000.00) for the Paramedic Rescue Service, payable after the Effective Date on February 1st of each succeeding year (the "*Annual Paramedic Fee*"). Every three (3) years after the Effective Date, the Annual Paramedic Fee shall be increased by the CPI.

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 the County. County hereby represents and warrants as follows:

5.1.1 Authority of County. County has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by County of this Agreement, the performance by County of its obligations hereunder and the consummation by County of the transactions contemplated hereby have been duly authorized by all requisite legal action. This Agreement has been, and upon its execution will have been, duly executed and delivered by County; and, assuming due execution and delivery by both Parties hereto, this Agreement constitutes,

and upon its execution will constitute, a legal, valid and binding obligation of County enforceable against County in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

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

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

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

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

affecting the Park City Fleet, County's ownership or operation thereof or the transactions contemplated by this Agreement.

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

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

5.2.2 No Conflicts; Consents. The execution, delivery and performance by the District of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the District; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to the District; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the District is a party or by which the District may be bound or affected.

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

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

5.4 PCF EMS ILA. This Agreement replaces and supersedes the PCF EMS ILA, which by execution of this Agreement is deemed null and void.

6. Liabilities and Indemnification.

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

6.2 Indemnity by the District. The District will indemnify, reimburse, defend, and hold harmless County and its officers and directors, employees, consultants and agents from and against and in respect of any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, arising out of or relating to: (a) any breach of any representation, warranty, covenant, or agreement by the District contained in this Agreement or other instrument or document executed and delivered by the District pursuant hereto or thereto; and (b) the performance of the PCF EMS ILA prior to the Effective Date.

7. **Waiver of Jury Trial**. To the fullest extent permitted by law, each of the Parties hereto expressly and knowingly waives any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, the transactions contemplated hereby, or the actions of such Party in the negotiation, administration, performance and enforcement hereof. Each Party further waives any right to consolidate any action in which a jury trial cannot be or has not been waived. This provision shall survive any termination of this Agreement.

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

9. **Survivability**. With the exception of ¶2.2.2, which will be completed within one hundred and twenty (120) days of the Effective Date; the representations and warranties contained in ¶5, which have a separate survival clause; and the waiver of Jury trial in ¶7, all other provisions of this Agreement shall remain in full force and effect for the Term of

this Agreement.

10. **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).

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

12. **Consent of Park City.** Pursuant to Utah Code §11-48-103, Park City hereby agrees that Basic 911 Service, as set forth herein, satisfies the statutory requirements of a minimum level of 911 Ambulance Service within the municipal boundaries of Park City, and Park City consents to the County's use of General Fund revenues to provide Basic 911 Service as a countywide service. Park City further agrees that this Agreement satisfies all obligations under Utah Code Title 11, Chapter 48 for its provision of a minimum level of 911 Ambulance Service within Park City and waives any right to contest the Ground Ambulance License of any of the Fire Districts.

13. **Miscellaneous Provisions.**

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

13.2 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.

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

13.4 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.

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

13.6 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.

13.7 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.

13.8 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.

13.9 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.

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

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

13.12 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.

13.13 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.

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

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

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

13.15. 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.

13.16. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile, email or electronic means shall be deemed an original signed copy of this Agreement.

14. **Interlocal Cooperation Act Requirements.**

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

14.1 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*.

14.2 In accordance with the provisions of Utah Code §11-13-202.5(3), this

Agreement has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law.

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

14.4 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.

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

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

Signature Pages to Follow

Signed this ____ day of _____, 2023.

SUMMIT COUNTY

Roger Armstrong, Chair
Summit County Council

ATTEST:

Evelyn Furse
County Clerk

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

David L. Thomas
Chief Civil Deputy

Signed this ____ day of _____, 2023.

PARK CITY FIRE SERVICE DISTRICT

By: Summit County Council,
its Governing Body

Roger Armstrong, Chair
Summit County Council

By: Administrative Control Board

Jeremy Rubell
Chair

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

Ryan P.C. Stack
Deputy County Attorney

Signed this ____ day of _____, 2023.

PARK CITY MUNICIPAL
CORPORATION

Nann Worel
Mayor

ATTEST:

Michelle Kellogg
City Recorder

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

Margaret Plane
City Attorney