



**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 **Wednesday, April 6, 2022** beginning at **2:00PM** at **The Summit County Courthouse, Executive Conference Room (2<sup>nd</sup> Floor), 60 N. Main St., Coalville, UT 84017**

Zoom <https://us02web.zoom.us/j/82555909958>

or

To listen by phone only: Dial 346-248-7799 Webinar ID: 825 5590 9958

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. Pledge of Allegiance
4. Regular Meeting
  - a. Discussion and possible approval of an extension to the Inter Local Agreement with Park City Fire District for short term fire protection service.
5. Adjourn

## 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

**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT  
FOR FIRE PROTECTION SERVICES**

This First Amendment to Inter-local Cooperation Agreement (“*First Amendment*”) is entered into this \_\_\_\_\_ day of April, 2022, with an effective date of April 8, 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*.”

RECITAL

- A. North Summit Fire and Park City Fire entered into that certain Interlocal Agreement for Fire Protection Services, dated February 7, 2022 (the “*Original Agreement*”).
- B. The Parties contemplated that the fire protection services to be provided by Park City Fire under the Original Agreement would be needed until and including April 7, 2022.
- C. North Summit Fire has indicated to Park City Fire that it desires to extend the duration of the Original Agreement and pay appropriate consideration as part of that extension.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in the Original Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Recitals. The foregoing recitals are incorporated herein by this reference.
- 2. Original Agreement; Amendment. Except as expressly set forth in this First Amendment, the Original Agreement shall remain unmodified and in full force and effect, and is hereby affirmed and ratified. In the event of any inconsistency between the terms of the Original Agreement and the terms of this First Amendment, the terms of the First Amendment shall govern and control in all respects. All future references to the Original Agreement shall be deemed references to the Original Agreement, as amended hereby.
- 3. Amendment to Term. The Term of the Original Agreement set forth in Section 2 is amended as follows:

**Term.** This Original Agreement shall be extended for a period of two (2) weeks from the Effective Date unless otherwise amended or terminated by the Parties by mutual written agreement (the “*Extension*”). The Parties may extend this Original Agreement past the Extension in additional two (2) week increments (the “*Subsequent Extensions*”), provided notice of

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each such Subsequent Extension is delivered to Park City Fire no less than two (2) weeks before the Subsequent Extension's anticipated start date.

4. Amendment to Consideration. The Consideration of the Original Agreement set forth in Section 3 is amended as follows:

**Consideration.** North Summit Fire shall pay Park City Fire for the Extension of fire protection services set forth in Section 1 of the Original Agreement a fee not to exceed Thirty Eight Thousand Five Hundred Ninety Eight Dollars (\$38,598.00) (the "*Extension Fee*"). This amount includes the provision of one (1) engine. In the event the Parties agree to a Subsequent Extension, North Summit Fire shall pay a fee of Thirty Eight Thousand Five Hundred Ninety Eight Dollars (\$38,598.00) for each Subsequent Extension thereafter (the "*Subsequent Extension Fee*"). Park City Fire shall invoice North Summit Fire for the Extension Fee and/or the Subsequent Extension Fee, as the case may be, and North Summit Fire shall remit the Extension Fee and/or the Subsequent Extension Fee to Park City Fire within thirty (30) days.

5. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this First Amendment and shall in no way affect any other condition, covenant, or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

6. Further Action/Amendment. The Parties shall execute and deliver all documents, provide all information, and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this First Amendment.

7. Counterparts. This First Amendment may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

8. Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of Utah.

9. No Third-Party Beneficiary Rights. This First Amendment is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a Party hereto.

10. Authority. The individuals who execute this First Amendment represent and warrant that they are duly authorized to execute this instrument on behalf of each Party and that no other signature, act, or authorization is necessary to bind the Parties to this First Amendment.

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

Signature Pages to Follow

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Signed this \_\_\_\_ day of April, 2022.

PARK CITY FIRE SERVICE DISTRICT

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Michael Howard, Chair  
Administrative Control Board

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

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David L. Thomas  
Chief Civil Deputy

Signed this \_\_\_\_ day of April, 2022.

NORTH SUMMIT FIRE SERVICE  
DISTRICT

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Roger Armstrong, Chair  
Administrative Control Board

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

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Ryan P.C. Stack  
Deputy County Attorney