



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 **Monday, February 28, 2022**, beginning at **5:00PM** at **The Summit County Courthouse, Executive Conference Room (2nd Floor), 60 N. Main St., Coalville, UT 84017**

Zoom <https://us02web.zoom.us/j/84338250332?pwd=eEp4dmpkaXNidDIzVklWczZsTWFiUT09>

or

To listen by phone only: Dial 1-301-715-8592 Meeting ID: 843 3825 0332 Pass Code 911911

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. Closed-door meeting in compliance with Utah Code §52-4-205(1)(a) – Personnel
4. Reconvene in Open meeting
5. Regular Meeting
 - a. Consideration and Possible Recommendation to the Summit County Health Insurance Committee for District Full Time Employees to participate in Summit County’s non-401K Benefits.
 - b. Review and Possible recommendation to the County Council (Governing Board) for approval of A Resolution Requesting Admission to the Firefighters Retirement System and the Public Employees Retirement System.
 - c. Review and Possible ratification of the Independent Contractor Agreement, Intermountain Healthcare Provides Services to North Summit Fire Service District.
6. 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

MARGARET H. OLSON
COUNTY ATTORNEY

Criminal Division

PATRICIA S. CASSELL
Chief Prosecutor

JOSEPH HILL
Prosecuting Attorney

IVY TELLES
Prosecuting Attorney

JANET ELLEDGE
Prosecuting Attorney



Civil Division

DAVID L. THOMAS
Chief Deputy

HELEN E. STRACHAN
Deputy County Attorney

RYAN P.C. STACK
Deputy County Attorney

LYNDA L. VITI
Deputy County Attorney

To: Summit County Council, Governing Board for the North Summit Fire Service District

From: Ryan P.C. Stack

Date: March 2, 2022

Re: North Summit Fire Service District – admission into Utah Retirement Systems

The North Summit Fire Service District (“the District”) is currently engaged in recruiting a new full time Fire Chief. The District budgeted and plans for this to be a full time position with benefits. Until now, the District has had no affiliation or relationship with Utah Retirement Systems (“URS”). The District must seek and be granted admission into URS before it can offer a retirement benefit to the new chief. This process requires the Governing Board to adopt a resolution requesting admission into the relevant retirement systems. Liza Eves, counsel for URS, provided a model ordinance utilized by many public entities across the state that request admission into URS. The resolution before the Governing Board is based on this model ordinance.

Through the resolution, the District seeks admission into the following retirement systems: 1) Tier 1 Public Employees Noncontributory Retirement System, 2) Tier 1 Firefighters Retirement System, 3) Tier 2 systems and plans for Public Employees for District personnel, and 4) Tier 2 systems and plans for Firefighters for District firefighter personnel. Enrolling in each of these systems will not presently obligate the District to any financial commitment apart from that associated with its new full time chief. This will, however, lay the groundwork for any future District employees to participate in a URS retirement plan.

While the resolution technically seeks admission into four different systems, it would effectively establish two different plans – one for firefighters and one for non-firefighter employees. But each

Civil Division: PO BOX 128 · 60 North Main Street · Coalville Utah 84017 · Telephone (435) 336-3206 · Facsimile (435) 336-3287

Criminal Division: 6300 Justice Center Road · Park City Utah 84098 · Telephone (435) 615-3828 · Facsimile (435) 608-4462

Email: (first initial)(last name)@summitcounty.org

plan must be established under both Tier 1 and Tier 2, to cover future employees who started work in the system prior to July 1, 2011, and may have service credit under Tier 1 (changes to state code left Tier 1 unavailable to new public employees hired after July 1, 2011).

The resolution also authorizes the District as an employer to pick-up all 2.7% of employee salary as member contributions for employees in Tier 2. This is consistent with the County's practice, as well as that of Mountain Regional Water, Park City Fire District, and Snyderville Basin Recreation. This percentage is currently the entire pick-up amount, but by including the set percentage instead of agreeing to "all," the Governing Board and the District are protected in case the rate for "all" ever increases. This reserves discretion to the Governing Board and the District to then decide whether to absorb the increase or pass it on to the employee.

With the District's hiring process proceeding in earnest, time is of the essence to engage with URS. State code requires that every application to participate in retirement benefits with URS be approved by the URS Board of Directors. This Board meets on the second Thursday of each month, so its next meeting will be March 10. Legal is currently working with the Personnel Director on filling out the rest of the application materials and will have those submitted to URS by March 2.

The Governing Body at this time may vote to either:

- (1) Approve and adopt the recommended resolution requesting admission to the stated retirement systems,
- (2) Return the recommended resolution to the legal department for further revisions consistent with the Governing Body's direction, or
- (3) Continue the item to a future agenda to request additional information or allow the Governing Body additional time to consider the item.

**A RESOLUTION REQUESTING ADMISSION TO THE FIREFIGHTERS
RETIREMENT SYSTEM AND THE PUBLIC EMPLOYEES RETIREMENT
SYSTEM**

WHEREAS, the North Summit Fire Service District is a special service district of Summit County, over which the Summit County Council sits as Governing Board; and

WHEREAS, the North Summit Fire Service District (“the District”) is authorized to employ both personnel and public safety personnel on a full-time basis; and

WHEREAS, it is in the public interest to provide benefits authorized by Utah state law for both personnel and public safety personnel by the District and its Governing Board, the Summit County Council; and,

WHEREAS, it is the intent of the Summit County Council, acting as Governing Board for the District, to approve and authorize coverage under the following retirement systems and plans:

- Tier 1 Public Employees Noncontributory Retirement System,
- Tier 1 Firefighters Retirement System,
- Tier 2 systems and plans for Public Employees for District personnel, and
- Tier 2 systems and plans for Firefighters for District firefighter personnel.

NOW THEREFORE, BE IT RESOLVED, that the Summit County Personnel Director and the Summit County Attorney’s Office are authorized to take all of the necessary actions to enroll the District in the benefit programs of both the Public Employees Retirement System and the Firefighters Retirement System offered by Utah Retirement Systems, including the retirement coverage and death benefit coverage for qualified employees under the laws and regulations of the Utah Retirement Systems.

IT IS FURTHER RESOLVED that the Summit County Personnel Director and the Summit County Attorney's Office are authorized to take all of the necessary actions to enroll the District as an employer authorized to pick-up 2.7% of employee salary as member contributions.

APPROVED, ADOPTED, and ordered published by the Summit County Council, this 2nd day of March, 2022.

NORTH SUMMIT FIRE
SERVICE DISTRICT
SUMMIT COUNTY, STATE OF UTAH

ATTEST:

Evelyn Furse
County Clerk

By: _____
Christopher F. Robinson
Chair, Governing Board

APPROVED AS TO FORM:

Ryan P.C. Stack
Deputy County Attorney

VOTING:

Council Member Armstrong Aye ___ Nay ___
Council Member Clyde Aye ___ Nay ___
Council Member Robinson Aye ___ Nay ___
Council Member Stevens Aye ___ Nay ___
Council Member Wright Aye ___ Nay ___

INDEPENDENT CONTRACTOR AGREEMENT

INTERMOUNTAIN HEALTHCARE PROVIDES SERVICES TO NORTH SUMMIT FIRE SERVICE DISTRICT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is between **IHC Health Services, Inc.**, a Utah nonprofit corporation, d.b.a. **Park City Hospital (“IHCHS”)**, and **Summit County d.b.a. North Summit Fire Service District (“Client”)**.

RECITALS

WHEREAS, Intermountain Health Care, Inc. (“Intermountain”) is the parent corporation of IHCHS; and

WHEREAS, IHCHS employs or contracts with individuals qualified to provide Medical Director, North Summit Fire Service District services, as described in Exhibit A (the “Services”); and

WHEREAS, IHCHS is willing to provide the Services to Client.

NOW THEREFORE, the parties agree as follows:

ARTICLES

1. **Term and Termination.**

A. **Term.** The term of this Agreement begins on **March 01, 2022 or the date of the last signature executing this Agreement, whichever is later** (the “Effective Date”), and ends on **February 28, 2025**, unless earlier extended by the parties or terminated under Section 1.B.

B. **Termination.**

1. **Without Cause.** Either party may terminate this Agreement without cause by giving 30 days’ written notice to the other party.
2. **For Cause.** If a party materially breaches this Agreement, the non-breaching party may notify the breaching party of the breach and of its intent to terminate this Agreement. If the breaching party does not cure the breach or satisfactorily begin curing the breach within 15 days of receiving notice, the non-breaching party may immediately terminate this Agreement.

2. **IHCHS Responsibilities.**

- A. IHCHS shall provide the Services to Client as described in Exhibit A, entitled “Services.”
- B. IHCHS shall provide the Services in accordance with professional standards; all applicable federal, state, and local laws, rules, and regulations; and all applicable requirements of third-party reimbursement sources (public or private).

3. **Client Responsibilities.**

- A. Client shall make available, at its expense, sufficient space, furniture, and fixtures necessary for IHCHS to provide the Services, including any equipment and supplies described in Exhibit A.
 - B. Client shall compensate IHCHS for the Services in accordance with Exhibit B.
 - C. Client may evaluate the quality of Services provided and may notify IHCHS of any problems or concerns identified on an as needed basis.
4. **Records.** Each party shall maintain records relating to the Services in accordance with all applicable requirements of fiscal intermediaries; federal, state, and local governmental agencies; accreditation agencies; or other third parties.

Pursuant to Section 1395x (v) (1) (I) of Title 42 of the United States Code, if the value or cost of the Services provided under this Agreement is \$10,000 or more over a 12 month period, until the expiration of four years after the termination of this Agreement, both parties shall make available to the Secretary of the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their authorized representatives, a copy of this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of the Services provided under this Agreement.

5. **Intellectual Property.**

- A. **Ownership.** Intermountain owns all works created in connection with the Services, all associated intellectual property, and all materials containing Intermountain's intellectual property or confidential information. Nothing created by Intermountain in connection with the Services is a work made for hire.
- B. **License.** Intermountain grants Client a perpetual, nontransferable, nonexclusive, limited license to use the works provided by Intermountain to Client in connection with the Services for Client's internal business only (the "License"). This License is subject to restrictions applicable to any third-party material embodied in the works.

6. **Independent Contractor.** This Agreement does not create a partnership, joint venture, principal-agent relationship, landlord-tenant relationship, or employment relationship. IHCHS and its employees are independent contractors and not Client's employees. Accordingly, IHCHS retains control over the manner and means of providing the Services. Neither Client nor IHCHS is liable for any obligation incurred by the other.

7. **Insurance, Indemnification, and Allocation of Liability.**

- A. Each party shall maintain (a) general and professional liability policies with coverage of at least \$1 million per claim and an annual aggregate of \$3 million and (b) workers' compensation insurance as required by law.
- 1. Each party may satisfy the insurance obligations either (a) by purchasing commercial insurance from a company with an A.M. Best & Company rating of A-, or higher or (b) through a responsibly managed program of self-insurance, where the financial strength of the party can reasonably support the financial obligation.

2. Upon request by the other party, each party shall provide documentation demonstrating compliance with the insurance obligations of this Agreement.
 - B. Upon request by the other party, each party shall provide documentation demonstrating compliance with the liability coverage obligations of this Agreement.
 - C. As permitted by law, each party (the "Indemnifying Party") indemnifies and holds harmless the other party and the other party's employees and agents for any loss, damage, expense, or injury arising from any act or omission of the Indemnifying Party or the Indemnifying Party's employees, agents, or representatives.
 - D. If a court of competent jurisdiction makes a final determination that Client and IHCHS share the liability for all or part of any injury, loss, or claim for damages by a third party (or an agent or employee of the parties), each party shall bear its respective comparative negligence share of the damages, and each party shall also pay its own respective costs and expenses incurred as a co-defendant. If the parties settle a claim brought by a third party, with no determination of comparative negligence, the parties shall resolve their comparative negligence in accordance with the Dispute Resolution section of this Agreement.
8. **Use of Name.** Client shall not use the names or trademarks of Intermountain or of any of Intermountain's affiliated entities in any advertising, publicity, endorsement, or promotion unless Intermountain has provided prior written consent for the particular use contemplated. The terms of this section survive the termination of this Agreement.
9. **Amendment.** No amendment to this Agreement will be effective unless it is in writing and signed by both parties.
10. **Arbitration.** Any controversy, dispute or disagreement arising out of or relating to this Agreement, the breach thereof, or the subject matter thereof, or between the parties or against the other party or any agent or employee of the other, and all disputes about the validity of this arbitration clause, that cannot be resolved informally by the parties, shall be settled exclusively by binding arbitration. Such arbitration shall be conducted in Salt Lake City, Utah in accordance with the Utah Uniform Arbitration Act and the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration. The arbitration shall be binding to the extent of the subject matter of the arbitration, not only on all parties to the Agreement, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties will share equally all administrative fees and arbitrator's fees, costs and expenses, but each party will bear his/her/its own costs and expenses for witnesses and legal representation. (This arbitration section is not applicable to medical malpractice claims).
11. **Assignment.** Neither this Agreement nor the performance of either party under this Agreement may be assigned by either party (whether in connection with a merger, consolidation, sale, or otherwise) without the written consent thereto of the other party, except in the case of corporate reorganization by IHCHS in which case such consent shall not be required.

12. **Attachments, Exhibits.** The attachments and exhibits referred to in this Agreement are incorporated by reference and are part of this Agreement.
13. **Authorization to Make Agreement.** Each person signing this Agreement on behalf of a party personally represents and warrants to the other party that the execution and performance of this Agreement is duly authorized by the party's governing board or other body authorized to make or authorize agreements on behalf of the party, that this Agreement is not in conflict with any prior contract of the party, and that this Agreement constitutes a valid obligation of each party, enforceable according to its terms.
14. **Equal Opportunity.** IHCHS is an equal opportunity employer and federal contractor. Consequently, to the extent applicable, the parties shall abide by the requirements of Executive Orders 11246 and 13496; 29 CFR 471, Appendix A to Subpart A; 41 CFR 60-1.4(a); 41 CFR 60-300.5(a); and 41 CFR 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
15. **Compliance with Applicable Law; Licenses, Etc.** Each party shall comply with all applicable laws, rules, and regulations when performing under this Agreement. If this Agreement conflicts with any law, rule, or regulation – or if changes to any law, rule, or regulation create a conflict – the parties shall comply with the law, rule, or regulation while also using their best efforts to carry out the intent of this Agreement.
16. **Force Majeure.** "Force Majeure" means any delay caused by acts of nature, strikes, lockouts, other labor troubles, riots, civil commotion, insurrection, war, pandemic, epidemic, or other reason not the fault of the party delayed (financial inability excepted). If a Force Majeure prevents a party from discharging its obligation under this Agreement, that party will not be in breach of this Agreement, and the period of performance for that party's obligations will extend for a period equivalent to the period of the delay caused by the Force Majeure. A party claiming Force Majeure excuses its performance shall give prompt written notice to the other party of the Force Majeure, use its best efforts to avoid or remove that Force Majeure, and continue to perform to the extent possible.
17. **Good Faith.** Each party agrees to carry out all its responsibilities, duties, and activities under this Agreement in good faith.
18. **Governing Law.** This Agreement will be construed in accordance with and governed by the laws of the state of Utah.
19. **No Rights in Third Parties.** Unless otherwise expressly stated herein, this Agreement shall not create any rights in or inure to the benefit of any third parties.

20. **Notices.** All notices under this Agreement must be in writing and either hand delivered or delivered by registered or certified mail (postage prepaid) to the address listed below (or another address provided in writing by the party being notified). Notices are effective two days from the date mailed or as of the date personally delivered.

A. **To Client:**

North Summit Fire Service District
PO BOX 128
Coalville, UT 84017-0128

B. **To IHCHS:**

Administrator
Park City Hospital
900 Round Valley Drive
Park City, UT 84060

21. **Section Headings.** The section headings in this Agreement are for convenience only, and must not be used to interpret any part of this Agreement.
22. **Severability.** If a court decision or act of government causes a provision of this Agreement to be invalid or unenforceable, then the remainder of this Agreement will remain in full force and effect. The parties shall interpret the remainder of the Agreement, and the invalid or unenforceable provision, in a way that most accurately achieves the parties' intent in entering into this Agreement.
23. **Taxes.** Each party is responsible for the payment of all taxes, assessments, and fees that result from its performance under this Agreement or from its receipt of any payment under this Agreement.
24. **No Waiver.** A party may waive a provision of this Agreement only if that provision provides a benefit to that party and the waiver is in writing. A party's waiver of a provision of this Agreement is a one-time waiver and does not waive any other provision. A party's delay in exercising a right, power, or privilege under the law or this Agreement does not constitute a waiver of that right, power, or privilege.
25. **Entire Agreement, Binding Effect.** This Agreement contains the entire agreement and understanding between the parties relating to the subject matter of this Agreement and it supersedes all prior agreements, understandings, and representations relating to the subject matter of this Agreement. This Agreement binds the parties and their representatives, successors, and assigns.

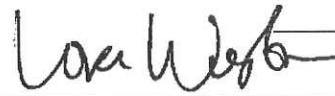
- 26. **Master List.** This Agreement is evidenced on the master contracts list that is maintained and updated centrally at IHCHS and is available for review by the Secretary of the U.S. Department of Health and Human Services upon request.
- 27. **Recitals.** The Recitals set forth above are a binding part of this Agreement and are incorporated into the covenants of the parties as contained herein.
- 28. **Counterpart Signatures.** The parties may sign this Agreement in any number of counterparts, each of which when signed and delivered will be deemed an original, and all of which together will constitute one instrument.
- 29. **Facsimile Signatures.** The parties may sign and deliver this Agreement by facsimile or other electronic means, such as e-mail.

**North Summit Fire Service
District**

IHC Health Services, Inc.

By: 
Michelle Anderson

Date: 2-25-22 By:

 Date: 2.25.22

Lori Weston

Chair, North Summit Fire
Service District Administrative
Control Board

Administrator
Park City Hospital

By: _____ Date: _____

Tom Fisher
Summit County Manager

EXHIBIT A

SERVICES

1. **Services.** IHCHS shall assign Physician(s), to wit: Dr. Austin Smith, to provide administrative services as Medical Director, North Summit Fire Service("Medical Director") services as follows:
2. **Job Summary.** The Director will plan, direct, and evaluate the activities of the Client in line with the Hospital's policy and procedures, healthcare, education, and research mission. Included in these responsibilities are global education and research program development, staffing, fiscal accountability, and human resource development. The Services do not include responsibility for providing care to patients. Dr. Smith will serve as the designated off-line medical director to provide medical oversight as outlined in Bureau of EMS Rule R425 and Utah Code 26-8a. This agreement updates the EMR Quick Response designation plans registered with the Bureau of EMS for the following designation and its holder: 2205D – North Summit Fire Service District (Emergency Medical Service Designation).
3. **Disclaimer.** This job description has been designed to indicate the general nature and level of work performed by Physician(s) within this classification. It is not designed to contain or be ~~interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications~~ required of Physician(s) assigned to the job.
4. **Time and Effort.** Physician(s) shall devote the time and effort necessary to provide satisfactory Services as Director. Physician(s) will spend approximately 4 hours per month and no more than 48 hours per year. The parties may increase these hours by formal amendment as described in section 9 above.

EXHIBIT B

1. COMPENSATION

- a. **Compensation.** Client shall pay IHCHS **\$178.00 per hour** to provide the Services. Payment is dependent upon Physician providing Client with adequate documentation of services provided as described in Attachment A. Such documentation will include time spent providing services, a description of the services and the date in which services were provided.
- b. **Invoicing and Payment Terms.**
 - A. IHCHS shall invoice Client monthly.
 - B. Client shall pay IHCHS as invoiced within 30 days from the date of the invoice. Client shall communicate any disputed charges to IHCHS within 60 days of receiving the invoice containing the disputed charges. Undisputed amounts that are unpaid after 60 days from the date of the invoice will be subject to a 2.5% late fee.
- C. If Client fails to pay the full invoiced amount within 60 days of receiving an invoice, then IHCHS may do either or both of the following: (i) immediately terminate the Agreement by notifying Client in writing; (ii) refer any outstanding balance to collection. If IHCHS refers an outstanding balance to collection, Client shall pay court costs and reasonable attorney's fees associated with IHCHS's efforts to collect the outstanding balance.