

AMENDED INTERLOCAL COOPERATION AGREEMENT
BETWEEN PARK CITY FIRE SERVICE DISTRICT AND
PARK CITY MUNICIPAL CORPORATION

This Amended Interlocal Cooperation Agreement (“Agreement”) is made and entered into this [DATE], between the PARK CITY FIRE SERVICE DISTRICT (“District”), and PARK CITY MUNICIPAL CORPORATION (“City”) (together the "Parties”).

WHEREAS, on April 26, 1984, the City Council of Park City, Utah, by resolution, consented to the inclusion of the City into the boundaries of the proposed Park City Fire Service District; and

WHEREAS, on May 29, 1984, the Board of County Commissioners of Summit County, State of Utah, pursuant to the Utah Special Service District Act, created the Park City Fire Service District; and

WHEREAS, for purposes of providing quality fire protection, the State of Utah has adopted a State Fire Code, Utah Code § 15A-5-101 to -304, which adopts by reference the International Fire Code (“IFC”), as well as other standards of the National Fire Protection Association (“NFPA”), all of which are followed and enforced by the City and the District; and

WHEREAS, pursuant to the Utah Interlocal Cooperation Act, Utah Code § 11-13-101 to -608, governmental entities may enter into interlocal cooperation agreements in order to provide fire protection services and facilities in the most efficient and cost-effective manner to their mutual advantage; and

WHEREAS, the District completed a capital facilities plan and impact fee analysis to be prepared demonstrating that impact fees are necessary in order to ensure that new development will pay its proportionate share of the costs required to provide adequate fire protection facilities; and

WHEREAS, in 2001, the District and City entered an Interlocal Agreement as allowed by Utah law and have maintained that Agreement; and

WHEREAS, the District and City recognize and agree that they each desire to continue what has been a positive and mutually beneficial working relationship resulting in the most efficient and cost-effective provision of fire protection services and facilities to their citizens.

NOW, THEREFORE, the District and the City hereby agree to this Agreement consistent with the requirements of the Utah Interlocal Cooperation Act, and in consideration of the mutual promises, terms and conditions set forth herein, do hereby agree as follows:

Section 1. The July 12, 2001, Interlocal Cooperation Agreement by and between the District and City is hereby replaced and superseded in its entirety by this agreement and shall be of no further force and effect as of the time this Agreement takes effect.

Section 2. City Participation and Authority:

- 2.1 The District agrees that City may appoint a duly qualified Fire Marshal to perform services and enforce the currently adopted State Fire Code as described in this document within the jurisdictional limits of the City.

2.2 The City acknowledges that the District is responsible for ensuring that the adopted State Fire Code is enforced within the District's jurisdiction. The District has agreed, and through this Agreement, delegates to the City-appointed Fire Marshal, the following duties and obligations under the State Fire Code within the City's jurisdictional limits:

2.2.1. Issuance, inspection, and enforcement of all operational permits and special event permits allowed under IFC 105.6

- A. City will notify the District of all permits issued under IFC 105.6.
- B. City will collaborate with the District concerning any intended modifications to the Fire Code under IFC 104.8. This will take place prior to issuing an operational permit approving such modifications when feasible.
- C. The District will assist City with inspections to ensure that all fire codes and all applicable provisions of any operational permit approved under this subsection are complied with at the request of City.
- D. Primary responsibility to enforce the provisions of operational permits issued under this subsection is that of City.
- E. Notwithstanding the grant under this subsection 2.2.1, the District is not prohibited from identifying and acting upon immediate life safety threats. The District will collaborate with the City, to the extent practicable, when such a safety threat is identified.
- F. Enforcement actions performed under paragraph 2.2.1.E above shall be reported to the City Building Department.

2.2.2 Issuance of construction permits under IFC 105.7, with review and approval by the District.

2.2.3 City agrees that it will not issue or approve a building permit until the applicant has proven that they have paid all applicable impact and review fees due to the District.

- A. The District is solely responsible for the administration of the impact fee in compliance with the Impact Fee Act, and the District shall indemnify City and hold City harmless for any and all claims or suits arising from the imposition of such fees. Nothing herein shall be construed as the City charging or establishing such fees.

2.2.4 Upon request, the City will make all reports generated, by actions taken under Section 2 above, available to the District.

Section 3. The District's grant of authority under Section 2 shall be limited to those specified items listed in Section 2 above. All other enforcement of the State Fire Code within the jurisdictional limits of the City shall remain with the District.

- 3.1 Notwithstanding the provisions of Subsection 2.2, the District agrees that it will not enforce the State Fire Code or cite violations on any known and approved condition which is not compliant with the State Fire Code without consulting with the City Chief Building Official.
- 3.2 The District shall review and issue comments on fire permits for new construction and changes to existing construction for compliance with the International Fire Code.
- 3.3 The District shall inspect construction work of new building permits for compliance with approved drawings in relation to approvals issued by the District.
- 3.4 The District will be responsible for investigating all fires within City jurisdictional limits for cause and origin determinations ("Fire Investigations"). The City Building Department and City Police Department personnel may assist with such Fire Investigations at the request of the District. The District shall report the findings of all investigations to the City Building Department in writing upon request from the City. Fire Investigations that involve potential criminal acts will be forwarded to the City Police Department. The District will be responsible for final determination of origin and cause. The District may, at its sole discretion and in accordance with established policies and procedures, assign the Fire Investigation to the Utah State Fire Marshal's Office.

Section 4. The District Fire Marshal and City Chief Building-Code Official or designee shall be jointly responsible to coordinate inspections and pre-plans as described in Appendix A. This coordination plan shall be in writing and reviewed on a quarterly basis.

- 4.1 City will notify the District of Development Review Committee (DRC) meetings; ~~or equivalent.~~ The District may appear and make comments and recommendations on all projects reviewed at such meetings.
- ~~4.2~~ City Community Development Department decisions made contrary to the District. Recommendations may be set for review by the City ~~Manager~~~~Municipal City Council~~ if the District requests such review in writing within ten (10) days of the decision. City will set the matter for City ~~Manager~~~~Council~~ hearing within ten (10) days of the District request.
- ~~4.32~~ In the event that a Board of Appeals is required pursuant to IFC 109, City and the District will appoint equal numbers of qualified members to the board as required in IFC 109.3.
- ~~4.43~~ Violations of the IFC within the jurisdictional limits of the City that require fines shall be processed through the City Municipal Administrative Code Enforcement Program.

Section 5. General Terms of this Interlocal Agreement

5.1 Term and Termination.

5.1.1 Term. This Agreement shall be for the period beginning on the Effective Date and continue until mutually terminated in writing by the District and City ("**Term**") but in no event shall exceed 50 years.

5.1.2 Review and Amendment. At any time during the Term, the City and the District may review specific objectives of the Agreement for both future updates and evaluation of past accomplishments. The City and the District may periodically amend or replace this Agreement to reflect updates and changes that arise relating to this Agreement. Any such amendments must be made in writing and agreed upon by both parties.

5.1.3 Termination. Either party may terminate this Agreement upon ~~6-month~~(1 year ~~preferred~~)_written notice. Termination timeline will be effective upon notice being received by the other party.

5.2 Budget and fiscal impacts. The Parties agree that each shall be responsible for the facilities, equipment, operational budgets and fiscal impacts of the duties and obligations imposed to the respective Parties under this Agreement.-

5.3 No Discrimination and Compliance with the Law. The City and District shall provide ~~the sFire Marshal Services~~ described in this Agreement to all segments of the District's jurisdiction without discrimination based on race, color, sex, age, ~~disability~~, religion, or national origin. In performing and supporting ~~these s-Fire Marshal Services~~, each party will comply with all applicable laws.

5.4 Liability. The City and District are governmental entities under the "**Utah Governmental Immunity Act.**" Consistent with the terms of that Act, the Parties agree that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives or intends to waive any defenses or limits of liability otherwise available under the Utah Governmental Immunity Act.

5.5 Miscellaneous. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

Section 6. **Interlocal Cooperation Act Requirements.** In satisfaction of the requirements of the Utah Interlocal Cooperation Act, the Parties agree as follows:

- 6.1 This Agreement will 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 (“UICA”), as set forth in Utah Code Title 11, Chapter 13.
- 6.2 In accordance with the provisions of Utah Code § 11-13-202.5(3), this Agreement will 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 effect. In accordance with the provisions of Utah Code § 11-13-202.5(1)(a), this Agreement will be submitted to the officer vested with executive authority for each Party authorized to approve this Agreement.
- 6.3 A duly executed copy of this Agreement will be filed with the keeper of records of each Party, pursuant to Utah Code § 11-13-209.
- 6.4 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 will be administered by the Mayor or Cehief Executive Officer of each Party.
- 6.5 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 THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

<p>District:</p> <p>By: _____ Print Name: Bob Zanetti Title: Chief, Park City Fire District Date: _____</p>	<p>City:</p> <p>By: _____ Nann Worel Mayor Date: _____</p>
<p>By: _____ Print Name: Glen WrightChristopher F <u>Robinson</u> Title: Chair, Summit County Council as Governing Body of the District Date: _____</p>	

By: _____ Print Name: _____ <u>Michael Howard</u> Title: Chair, Administrative Control Board Date: _____

Approved as to Form:

District: By: _____ Print Name: Brad <u>Ryan Stack</u> Deputy County Attorney Date: _____	City: By: _____ Print Name: Margaret Plane City Attorney Date: _____
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APPENDIX A – SCHEDULE OF INSPECTIONS

Inspection Type ¹	City	District	Notes
Annual Business License	As needed per policy	Accompany City on request.	District will assist at City request for special inspections
1-year fire inspection	N/A	More than 130 days and less than 200 days from business license inspection	
2-year fire inspection	N/A	More than 130 days and less than 200 days from every other business license inspection	Roughly half of the buildings falling into this category will be inspected by the District each year.
3-year fire inspection	N/A	More than 130 days and less than 200 days from every third business license inspection	Roughly one third of the buildings falling into this category will be inspected by the District each year.
Fire Preplans ²	N/A	As needed by each crew. Target hazards may be visited by multiple crews within a 12-month period. These should be coordinated with the building owner/occupant so as to not cause an impact of business operations.	

¹ City and District personnel may invite the other party to accompany and/or assist with any inspection.

² Preplans will be identified to the owner as preplans and not inspections. Gross violations will be referred to City and District for follow-up as needed.