

**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN PARK CITY FIRE SERVICE DISTRICT
AND SUMMIT COUNTY REGARDING
SOUTH SUMMIT AMBULANCE SERVICE**

This First Amendment to Interlocal Cooperation Agreement (“*First Amendment*”) is entered into this _____ day of October, 2022, with an effective date of January 1, 2023 (the “*Effective Date*”), by and among **PARK CITY FIRE SERVICE DISTRICT**, a political subdivision of the State of Utah, (hereinafter referred to as the “*District*”), and **SUMMIT COUNTY**, a political subdivision of the State of Utah (hereinafter referred to as the “*County*”). The *County* and *District* are hereinafter sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

- A. County and District entered into that certain Interlocal Cooperation Agreement Regarding South Summit Ambulance Service, dated March 1, 2017 (the “*Original Agreement*”).
- B. The Parties contemplated that the emergency medical services to be provided by District under the *Original Agreement* would be needed until February 28, 2023.
- C. County has indicated to District that it desires to extend the duration of the *Original Agreement* subject to the modifications outlined herein, and provide appropriate budgetary allocation to support 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. County further states that District shall be entitled to the ongoing use and enjoyment of the County-owned South Summit ambulance building.
- 3. Amendment to Term. The Term and Duration, as set forth in Section 4 of the *Original Agreement*, is deleted in form and substance, and replaced with the following new Section 4,:

Term. The *Original Agreement* shall be extended for a period of one (1) year from the *Effective Date* (the “*Extension*”) unless otherwise amended or terminated by the Parties. The Parties may extend this *Original Agreement* past the *Extension* for additional six (6) month increments (the “*Subsequent Extensions*”), provided notice of each such *Subsequent Extension* is delivered to District no less than thirty (30) days before the *Subsequent Extension*’s anticipated start date. At

County's sole election, and no sooner than July 1, 2023, this *Extension* may be terminated with 90 days advance written notice provided by the County's legislative body.

4. Amendment to Consideration. The monetary consideration, as set forth in Section 3 of the *Original Agreement*, "Summit County Responsibilities," is extended concurrent with the *Term* of this *First Amendment* and its *Subsequent Extension(s)*, if any.

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. Further, executed copies of this *First Amendment* delivered by facsimile or electronic means shall be deemed an original signed copy of this *First Amendment*.

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*.

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

11.1 This *First Amendment* shall be conditioned upon the approval and execution of this *First Amendment* by the Parties pursuant to and in accordance with the provisions of the *Utah Interlocal Cooperation Act* (the "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 Act.

11.2 In accordance with the provisions of Utah Code §11-13-202.5(3), this *First Amendment* shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this *First Amendment* may take effect.

- 11.3 A duly executed copy of this *First Amendment* shall be filed with the keeper of records of each Party, pursuant to Utah Code §11-13-209.
- 11.4 No separate legal entity is created by the terms of this *First Amendment*. To the extent that this *First Amendment* requires administration other than as set forth herein, it shall be administered by the chief executive officer of each Party.
- 11.5 No real or personal property shall be acquired jointly by the Parties as a result of this *First Amendment* unless this *First Amendment* 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 *First Amendment*, 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 *First Amendment* to be executed on the dates indicated by the signatures of the respective Parties.

Signature Page to Follow

PASSED AND ADOPTED THIS _____ day of _____, 2022.

**SUMMIT COUNTY COUNCIL AS GOVERNING BODY
FOR THE PARK CITY FIRE SERVICE DISTRICT
ADMINISTRATIVE CONTROL BOARD**

By: _____
Chair

Attest:

Approved as to Form:

Ryan P.C. Stack
Deputy County Attorney

SUMMIT COUNTY COUNCIL

By: _____
Christopher F. Robinson, Chair

Attest:

Evelyn Furse
County Clerk

Approved as to Form:

David L. Thomas
Chief Civil Deputy