

**Park City Fire Service District
Administrative Control Board – Regular Meeting Minutes
Fire District Administrative Office Building
February 7, 2022**

An emergency meeting was held at the anchor location of the Park City Fire Service District Administrative Office Building, 736 West Bitner Rd., Park City, Utah, 84098, and electronically via Zoom

Administrative Control Board regular meeting called to order: 5:02 p.m.

Board Members Present: Vice Chair Alex Butwinski, Treasurer Christina Miller, Secretary Jay Dyal, and Board Member Tim Henney

Board Members Absent: Chair Michael Howard (excused)

District Personnel Present: Chief Bob Zanetti and Admin. Asst. Debbie Colgan

Other Attendees: Summit County Chief Civil Deputy David Thomas

I. Roll Call

Vice Chair Butwinski began the meeting by conducting a roll call.

II. Public Input

There was no public input.

III. New Business

A discussion was held regarding a proposed interlocal cooperation agreement (ILA) between North Summit Fire Service District (NSFD) and Park City Fire Service District (PCFD) for fire protection services.

Chief Civil Deputy Thomas began by stating the agreement has been created to provide fire protection services by PCFD for the NSFD area for a temporary 60-day period. During this time, PCFD will be leasing the three NSFD fire stations in Coalville, Henefer, and Wanship, and NSFD will continue to pay the utilities associated with it. Chief Civil Deputy Thomas then discussed some of the other main topics outlined in the agreement

PCFD would be expected to provide some maintenance in terms of keeping the stations orderly and clean. NSFD would have the ability to have their administrative control board or interim fire chief periodically inspect the stations; outside of that, PCFD will control any entrance into the fire

stations during the term of the agreement. NSFD would continue to maintain fire, theft, casualty, and property insurance on each of the fire stations, and they would name PCFD as an additional insured under those policies.

PCFD will be responsible for deciding the staffing model at the NSFD stations as long as there is 24/7 coverage provided, and PCFD personnel staffing the NSFD stations will remain employees of PCFD. PCFD personnel will bring their own equipment with them; however, part of the ILA is a lease by PCFD of all NSFD's equipment, fire apparatus, vehicles, and fire engines. NSFD will maintain insurance on all these vehicles and will name PCFD as an additional insured.

The term of the ILA is 60 days, and there is a provision that allows the two parties to mutually agree on 30-day extensions. The cost for PCFD's service under the ILA would be \$150K for 60 days, and \$75K for each 30-day increment thereafter. There is an indemnification agreement from both sides that covers any negligence by either party, and the ILA recognizes that both parties are covered under the Governmental Immunity Act of Utah.

Chief Civil Deputy Thomas said most of the rest of the ILA is boilerplate and is not meant to be a long-lasting agreement. The ILA will allow NSFD some time to regroup and let their administrative control board make decisions on how to move forward.

Treasurer Miller asked how the \$150K pricetag NSFD would pay to PCFD for services under this ILA was calculated. Chief Zanetti replied he asked HR Berry for the average cost of a captain and an engineer at overtime pay for 24 hours and it came out to around \$2,400 a day. Additionally, Chief Zanetti said that since that number was provided to Chief Civil Deputy Thomas, PCFD has decided it will be sending its own engine to provide service and this additional cost should be added in, which is \$257.00 per day according to PCFD's established schedule. Chief Civil Deputy Thomas said he would add this into the cost, making the total 60-day cost \$168K and 30-day increments \$83K.

Treasurer Miller asked when these payments would be due and if terms can be included in the ILA, and Chief Civil Deputy Thomas replied he will add a net 30-day term in the ILA. The payments to PCFD will be coming directly from NSFD, not Summit County.

Chief Zanetti said the Coalville station will be the only station staffed 24/7 by PCFD personnel, and other PCFD units will be dispatched as needed through auto-aid. There are no additional charges for other PCFD personnel's time, including himself. The staffing will be provided by PCFD firefighters working extra shifts, and they will log everything they do. Chief Zanetti said he believes providing fire service to the North Summit area is the right thing to do for that community while the NSFD board determines how they would like to move forward. Chief Civil Deputy Thomas said he would like to see a motion from the Board to approve the ILA with the modifications discussed and authorizing the chair to sign it.

Vice Chair Butwinski commented regarding the maintenance practices section (1.2.3) in the agreement, it seems unnecessary for PCFD as the tenant to take care of things such as weed control. Also, Section 1.2.5 states PCFD shall pay for any repairs made to the stations, and that does not seem appropriate. Chief Civil Deputy Thomas replied Section 1.2.5 is regarding encumbrances of the title, and it means if PCFD performs any repairs or alterations, PCFD cannot lien the building. There is not a requirement in the agreement for PCFD to actually repair or alter anything. However, there is a provision under 1.2.12 (structures and improvements) stating if PCFD wants to do something, it could with the approval of the NSFD. If repairs or alterations are made, Section 1.2.5 means PCFD will need to pay the contractor in cash, there cannot be a materialman's lien on the fire station.

Vice Chair Butwinski asked about deferred maintenance on a building that, for an example, results in a roof leak; the agreement does not state who is responsible for fixing those repairs. As a landlord there are certain responsibilities the landlord has dependent on the responsibilities the tenant has, and Vice Chair Butwinski said he does not see anything in the agreement regarding this. He said the agreement states PCFD is accepting the buildings as-is and PCFD has inspected the buildings; has this happened? Chief Zanetti replied he sent Chief Emery to the station we will be staffing today to take a look at it.

Chief Civil Deputy Thomas said he can add in a provision stating any deferred maintenance or major repairs would be the responsibility of NSFD. Treasurer Miller asked if this should be made to include any repairs, unless the repairs are necessary due to something caused by PCFD personnel. Chief Civil Deputy Thomas said he would change it to state any repairs.

Vice Chair Butwinski asked Chief Zanetti if PCFD will be using NSFD equipment, and Chief Zanetti replied PCFD will be using its own equipment but there is always a chance NSFD equipment may need to be utilized. Vice Chair Butwinski asked why PCFD would be responsible for making repairs to equipment if PCFD is using it for NSFD's benefit, and Chief Civil Deputy Thomas replied he will add a provision to section 1.4 (leased equipment) stating PCFD is not responsible for any equipment repairs.

Treasurer Miller asked if the inspections under 1.2.4 are prescheduled or reasonable inspections and who has the authority to perform them, and Chief Civil Deputy Thomas said the NSFD Administrative Control Board has the authority to inspect the stations. Treasurer Miller asked if this section could be clarified to state only the NSFD Administrative Control Board has the right to make station inspections, and Vice Chair Butwinski added it should also state the inspections can be performed with reasonable notice. Chief Civil Deputy Thomas said he would make appropriate modifications to 1.2.4 to address these points.

Secretary Dyal added he agrees with previous comments regarding defining how and when PCFD gets paid and making sure our liabilities are covered. He said he believes PCFD should not be responsible for outside maintenance, and Chief Civil Deputy Thomas acknowledged this.

Regarding Section 1.3 (staff), Treasurer Miller commented since PCFD is currently planning on staffing one station, the language should read “to staff the Fire Station(s)” instead of “staff the Fire Stations.” Chief Civil Deputy Thomas acknowledged this. Board Member Henney did not have any additional comments regarding the agreement.

A. Possible Approval of Interlocal Cooperation Agreement for Fire Protection Services

Treasurer Miller made a motion to approve the Interlocal Cooperation Agreement for Fire Protection Services with the modifications discussed above. The motion was seconded by Secretary Dyal and passed unanimously, 4-0.

Secretary Dyal then excused himself from the rest of the meeting.

Treasurer Miller commented contrary to what has been reported to some news outlets, PCFD has no intention of taking over fire services for North Summit. PCFD is providing fire services to allow NSFD time to get their feet underneath them and move forward as their own district. This situation is not PCFD pushing NSFD out, this is PCFD helping NSFD through a tough situation. Board Member Henney added PCFD’s involvement in North Summit is a direct response to the NSFD Administrative Control Board’s request for PCFD to provide fire protection services.

Board Member Miller made a motion to close the regular meeting of the Administrative Control Board. The motion was seconded by Board Member Henney and passed unanimously, 3-0.

IV. Closed Meeting

Treasurer Miller made a motion to open the closed meeting. The motion was seconded by Board Member Henney and passed unanimously, 3-0.

The Administrative Control Board met in closed session to discuss the character, competence, or health of an individual from 5:30 to 5:48 p.m. Those in attendance were Vice Chair Alex Butwinski, Treasurer Christina Miller, Board Member Tim Henney, Chief Bob Zanetti, and Chief Civil Deputy David Thomas.

Treasurer Miller made a motion to dismiss from closed session and reconvene the regular meeting. The motion was seconded by Board Member Henney and passed unanimously, 3-0. Those attending the remainder of the regular meeting were Vice Chair Alex Butwinski, Treasurer Christina Miller, Board Member Tim Henney, Chief Bob Zanetti, and Chief Civil Deputy David Thomas.

V. Additional Comments Regarding the Interlocal Cooperation Agreement for Fire Protection Services

Board Member Henney said it needs to be made very clear PCFD is responding to a request from the NSFD Administrative Control Board, and this response is a result of what that board considers to be an emergency situation. PCFD is providing services in a support role to address firefighting services that involve the health, safety, and welfare of North Summit residents. He said PCFD will provide the best possible support it can in response to the NSFD board's request, and Chief Zanetti can provide a great deal of knowledge and wisdom to help the process along and find an appropriate model that works for that community. Board Member Henney stated in no way should this be interpreted that PCFD or its Administrative Control Board has any desire or initiated any program to take over fire services in North Summit. PCFD respects the desire for North Summit to have their own fire district, and PCFD is simply providing a support function.

Treasurer Miller said she appreciates all the work Chief Zanetti and Chief Civil Deputy Thomas put into creating the interlocal agreement.

VI. Adjournment

Board Member Henney made a motion to adjourn the regular meeting, it was seconded by Treasurer Miller and passed unanimously, 3-0. The regular meeting of the Park City Fire District Administrative Control Board adjourned at 5:52 p.m.

The next regularly scheduled meeting of the Park City Fire District Administrative Control Board will be March 1, 2022, beginning at 6:30 p.m. in the PCFD Administrative Offices, 736 West Bitner Road, Park City, UT 84098.