

**INTERLOCAL COOPERATION AGREEMENT
FOR FLEET VEHICLE MAINTENANCE**

This Interlocal Cooperation Agreement (“*Agreement*”) is entered into this ____ day of _____, 2026 (the “*Effective Date*”), by and among the **PARK CITY FIRE SERVICE DISTRICT**, a special service district of the State of Utah (hereinafter, “*PCFD*”), and **MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT**, a special service district of the State of Utah (hereinafter, “*Mountain Regional*”). Each is individually referred to as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, PCFD is a special service district created by Summit County pursuant to state law and Summit County Code Title 2, Chapter 24, to provide fire protection services within the geographical boundaries of the district; and

WHEREAS, Mountain Regional is a special service district created by Summit County pursuant to state law and Summit County Code Title 2, Chapter 9, to provide to provide high-quality water and exceptional service in a safe, reliable, efficient, and sustainable manner; and

WHEREAS, PCFD owns an active fleet of fire response apparatus and other vehicles, and employs automotive mechanics to maintain and repair PCFD vehicles; and

WHEREAS, Mountain Regional owns a fleet of vehicles used in service of the district, but does not employ mechanics or other individuals qualified to maintain and repair these vehicles; and

WHEREAS, the Parties hereto are willing to enter into this Agreement wherein Mountain Regional agrees to pay PCFD, and PCFD agrees to provide automotive maintenance and repair services for Mountain Regional’s fleet vehicles; and,

WHEREAS, by paying PCFD to service Mountain Regional’s fleet vehicles, Mountain Regional believes it can obtain such vehicle maintenance and service at a substantial savings relative to procuring the same services on the open market; and

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, Section 202(1)(d), *Utah Code 1953, as amended*, to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other

valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Fleet Maintenance Services.

1.1 Purpose. The purpose of this Agreement is to establish the terms under which PCFD shall perform fleet vehicle maintenance, diagnostics, and repair services (collectively the “Services”) for those vehicles owned or leased by Mountain Regional.

1.2 Services. PCFD agrees to offer Services to Mountain Regional for those vehicles its owns and/or leases.

1.3 Scope of Services. PCFD will offer the following services:

1.3.1 Preventative Maintenance (to include oil changes, inspections, fluid services, filter changes).

1.3.2 Mechanical repair (for engines, brakes, transmissions, suspensions, and all related components).

1.3.3 Electrical system diagnosis and repair.

1.3.4 Emergency repair services (as available).

1.3.5 Safety inspections and compliance checks.

1.3.6 Fleet recordkeeping and maintenance logs (where applicable).

1.3.7 Minor bodywork repairs.

1.3.8 Auto glass services (rock chip repair, glass replacement).

1.4 Service Standards. All services shall be performed:

1.4.1 In accordance with local industry standards, including the turnaround time for service.

1.4.2 By qualified/certified personnel, and

1.4.3 In compliance with applicable federal, state, and local laws.

1.5 Invoicing and Payment.

1.5.1 PCFD shall submit monthly invoices to Mountain Regional.

1.5.2 Mountain Regional agrees to pay all invoices within thirty (30) calendar days of receipt.

1.5.3 If Mountain Regional objects to any invoice, it must notify PCFD with fourteen (14) calendar days. The Parties agree to work in good faith to resolve any pricing disputes.

1.6 Insurance.

1.6.1 Mountain Regional shall maintain adequate Insurance on all its fleet vehicles consistent with the requirements of Utah law.

1.6.2 PCFD shall maintain adequate Insurance on all premises where it will perform any work on Mountain Regional vehicles consistent with the requirements of Utah law. PCFD agrees to maintain workers' compensation coverage on all personnel.

1.6.3 Both Parties otherwise agree to maintain active insurance coverage.

1.7 Responsibilities of Mountain Regional.

1.7.1 Deliver vehicles in a reasonably clean and safe condition.

1.7.2 Provide relevant vehicle maintenance history (if available).

1.7.3 Approve in advance all repairs or service work estimated to exceed \$1,000.00 inclusive of parts and labor.

1.7.4 Ensure all vehicles are properly licensed and insured.

1.7.5 Ensure, in advance of any service to be performed, that allowing PCFD to work on any leased vehicles will not violate any lease term or condition.

2. **Term; Termination.** This Agreement shall be in effect for a period of one (1) year from the Effective Date unless otherwise amended or terminated by the Parties by mutual written agreement. The Parties may extend or renew this Agreement for increments of six (6) months. In no event shall the term of this Agreement exceed fifty (50) years (Utah Code § 11-13-216). Either Party may terminate this Agreement with by furnishing fourteen (14) days advance written notice to the other Party.

3. **Consideration.**

- 3.1 Labor Rate. Mountain Regional agrees to pay PCFD an hourly rate for all labor of \$140. Labor will be billed in 0.1 hour (6 minute) increments, and the minimum labor charge for any work will be 0.3 hour.
 - 3.2 Subcontractors. If PCFD is unable to complete the work in-house and must use a subcontractor to complete the work, Mountain Regional agrees to pay the subcontractor's actual cost for parts and labor plus 15%. PCFD will not engage a subcontractor without Mountain Regional's advance express written consent. If Mountain Regional declines to have the subcontractor perform the work, PCFD shall return the vehicle and Mountain Regional will only be responsible to PCFD for the labor hours required to diagnose the issue.
 - 3.3 Parts and Common Services shall be charged pursuant to the Fee Schedule attached as Exhibit A hereto and incorporated herein by reference.
4. **Procurement.** PCFD shall be the procuring entity, and will follow its procurement policies in obtaining any required outside parts or Services under this Agreement.
5. **Liabilities and Indemnification.**
- 5.1 All privileges and immunities from liability which are ordinarily available to Mountain Regional employees shall apply to the PCFD employees while performing services under this Agreement.
 - 5.2 Mountain Regional agrees and promises to indemnify and hold PCFD, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensation are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or willful misconduct, of Mountain Regional and/or its officers, agents, officials, members, employees or volunteers in the performance of Section 1.
 - 5.3 Park City Fire agrees and promises to indemnify and hold Mountain Regional, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensation are known or unknown, are in law or

equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or willful misconduct, of Park City Fire and/or its officers, agents, officials, members, employees or volunteers in the performance of Section 1.

6. **Authorization.** The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully enabled to execute this Agreement on behalf of the Parties.
7. **Governmental Immunity Act.** Because both Parties are governmental entities under the *Utah Governmental Immunity Act of Utah*, Utah Code §63G-7-101, *et. seq., as amended*, each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and neither Party waives any defense available to it under the *Utah Governmental Immunity Act of Utah*.
8. **Waiver of Jury Trial.** To the fullest extent permitted by law, each of the Parties hereto expressly and knowingly waives any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, the transactions contemplated hereby, or the actions of such Party in the negotiation, administration, performance and enforcement hereof. Each Party further waives any right to consolidate any action in which a jury trial cannot be or has not been waived. This provision shall survive any termination of this Agreement.
9. **Relief of Obligation.** This Agreement does not in any way relieve either Party of any obligation or responsibility imposed upon it by law (Utah Code §11-13-208).
10. **Miscellaneous Provisions.**
 - 10.1 No Assignment. Neither Party may assign its interest in this Agreement without the written consent of the other Party.
 - 10.2 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors-in-interest.
 - 10.3 Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.
 - 10.4 No Recourse. This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect officer, employee, or representative of the Parties.

- 10.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 10.6 Business Relationship. This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.
- 10.7 Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.
- 10.8 Entire Agreement; Amendments. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.
- 10.9 Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.
- 10.10 Amendment. This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.
- 10.11 Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any

such act shall be extended for a period equivalent to the period of such delay.

- 10.12 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.
- 10.13 Expenses of Enforcement. In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing Party" shall include, without limitation, a Party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.
- 10.14 Notice. Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed below, and shall be deemed effective: (i) upon personal delivery, or (ii) three business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

To: **Mountain Regional Water
Special Service District**
ATTN: General Manager
5739 Paintbrush Road
Park City, Utah 84098

To: **Park City Fire Service District**
ATTN: Fire Chief
736 Bitner Road
Park City, Utah 84098

Either Party hereto may change its address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

10.15 Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The Parties hereby consent to the jurisdiction and venue of the state courts located in Summit County, Utah.

10.16 Counterparts. This Agreement may be executed in counterparts and delivered by electronic transmission.

11. Interlocal Cooperation Act Requirements.

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

11.1 This Agreement shall 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*, 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 *Utah Interlocal Cooperation Act*.

11.2 In accordance with the provisions of Utah Code §11-13-202.5(3), this Agreement shall 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 affect.

11.3 A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to §11-13-209 of the *Utah Interlocal Cooperation Act*.

11.4 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 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 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 WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated by the signatures of the respective Parties.

[Signature Pages to Follow]

Signed this ____ day of _____, 2026.

PARK CITY FIRE SERVICE DISTRICT

By:

Alex Butwinski, Chair
Administrative Control Board

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

Ryan P.C. Stack
Deputy County Attorney

MOUNTAIN REGIONAL WATER
SPECIAL SERVICE DISTRICT

By:

_____, Chair
Administrative Control Board

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

David L. Thomas
Chief Deputy

EXHIBIT A

FEE SCHEDULE

- General labor rate: \$140/hour
 - Labor to be billed in 0.1 hour (6 minute) increments
 - All work is subject to a minimum labor charge of 0.3 hour.
- Parts Markup Matrix – parts shall be subject to a per-part markup as follows:

PART COST	MARKUP PERCENTAGE
\$100 or less	20%
\$101-\$500	15%
\$501 or more	12%

- Customer supplied parts – labor only, no warranty
- Online pricing will not be matched; pricing to be determined by supplier availability and warranty support
- Common Service Pricing:
 - Oil change (full synthetic), includes filter and up to five (5) quarts: \$70-\$95, depending on oil type and quantity; additional oil will be \$6-\$9 per quart, depending on oil type
 - Diesel/high capacity oil change: \$110-\$160+; additional oil will be \$8-\$14 per quart, depending on oil type
 - Oversized or specialty oil filters to be billed separately, subject to the Parts Markup Matrix
 - Tire mount and balance: \$20-\$30/tire
 - Large tire mount and balance (over X” diameter): \$60/tire
 - Tire rotation: \$10-\$25/tire (included with oil change package)
 - Alignment: \$70-\$130 depending on vehicle type
 - Flat repair: \$15-\$30, depending on tire
 - Diagnostic fee: \$140 including labor
 - Shop minimum: \$50
 - Shop supplies: up to \$50
 - Tire disposal: \$3-\$10 depending on tire size
 - Valve stem/TPMS kits: \$3-\$25/tire
- Fluids (billed by usage unless otherwise quoted as part of a package):
 - Coolant: \$6-\$12 per quart
 - Transmission fluid: \$8-\$18 per quart
 - Gear oil: \$12-\$25 per quart
 - DEF: \$4-\$7 per gallon
 - Brake fluid: \$8-\$15 per quart
- Required Fees:

- Shop supplies/hazmat: 5-8%, not to exceed \$20 per invoice
- Disposal fees: pass-through or per agreement
- Utah tire recycling fee: government entities are generally exempt from the Utah \$1 tire recycling fee; if charged by the vendor the fee will be charged at cost
- Federal Excise Tax: pass through only, no markup
- Billing Practices
 - Additional labor may apply for work on seized/rusted components or modified equipment
 - Time and materials may be used where flat-rate pricing is not applicable
 - After-hours or emergency service may be billed at an adjusted labor rate