

AGREEMENT FOR FIRE PROTECTION

This Agreement, made and entered into this ___ day of November 2018, by and between the City of Logan, a municipal corporation of the State of Utah, hereinafter referred to as “Logan City” and Providence City, a municipal corporation of the State of Utah, hereinafter referred to as “Providence”.

WHEREAS, Logan City operates fire protection services, has appointed a Fire Chief, and owns fire protection assets through a fire department situated within Logan City; and

WHEREAS, Providence wishes to contract with Logan City for the purposes of receiving fire protection services within the jurisdictional boundaries of Providence City; and

WHEREAS, Utah Interlocal Cooperation Act, U.C.A. §11-13-212 authorizes a municipality to enter into an agreement with another municipality or agency for the purposes of providing fire protection services.

NOW THEREFORE, in consideration of the mutual covenants and representations contained in this Agreement, Logan City and Providence agree as follows:

SECTION 1.00 - DEFINITIONS

1.01 In this Agreement,

- (a) “Fire Area” means the jurisdictional boundaries of Providence;
- (b) “Fire Chief” means the chief of the fire department of Logan City duly appointed by the council of Logan City and, if provided for pursuant to the appointment, his or her designate;
- (c) “Fire Department” means the Logan City Fire Department;
- (d) “Fire Protection Services” means those fire protection services and those other services that Logan City agrees to provide to Providence, as more particularly described in the Scope of Work, attached hereto as Exhibit A.

SECTION 2.00 - TERM; TERMINATION

2.01 This Agreement shall come into effect upon signing by the parties and shall remain in force for a period of five years. The parties agree that after the initial term, this Agreement shall be automatically renewed from year to year, for one year terms, unless, not less than 12 months prior to the termination date, either party gives written notice to the other party, indicating its desire to terminate the Agreement.

SECTION 3.00 - LOGAN CITY RESPONSIBILITIES

- 3.01 Subject to section 3.03 of this Agreement, and subject always to Logan City exercising industry standards of care in providing and/or carrying out its obligations under this Agreement, Logan City agrees to supply those Fire Protection Services as specifically described in Exhibit A to the Providence Fire Area.
- 3.02 Upon receiving a request from the 911 dispatcher or other designated individual, the Fire Department will respond to the request for Fire Protection Services in Providence with, in the opinion of the Fire Chief, the appropriate apparatus, equipment and personnel required to accomplish the specific Fire Protection Services requested.
- 3.03 Notwithstanding section 3.02 above, the Fire Chief or designee may refuse to supply Fire Protection Services to Providence if, in the Fire Chief's opinion, the appropriate personnel, apparatus or equipment are required in Logan City or elsewhere, if sufficient resources cannot be mustered, if equipment becomes non-functional, or for any other situation or reason that precludes the safe involvement of the Fire Department to make a response. Without limiting the generality of the foregoing, the refusal by the Fire Chief to supply Fire Protection Services includes the discretion of the Fire Chief to, at any time, order the return of such apparatus, equipment or personnel that is responding to a request for Fire Protection Services or is at the scene in the Fire Area.
- 3.04 If, in his or her sole opinion, the Fire Chief or designee determines that additional assistance is required for the provision of Fire Protection Services in Providence, the Fire Chief may request additional personnel, apparatus or equipment from other jurisdictions pursuant to the provisions of any existing Fire Protection Agreements between Logan City and other jurisdictions.
- 3.05 The parties agree that the Fire Chief has full authority and control over any and all Fire Protection Services in which the Fire Department is engaged in the Fire Area of Providence.

SECTION 4.00 - PROVIDENCE RESPONSIBILITIES

- 4.01 Providence agrees to designate a person who shall be responsible for providing any required information to the Fire Chief with respect to the Fire Protection Services required.
- 4.02 Providence shall identify all streets and roads in the Fire Area by having them clearly marked at all intersections.
- 4.03 Providence agrees to provide a map of the Fire Area clearly indicating all readily accessible static sources of water that are available for firefighting operations.
- 4.04 Providence agrees to identify all bridges under its or any other jurisdictions within the Fire Area, including the identification of weight limits and alternate routes for fire protection apparatus. Any bridges that are unable to carry the weight of fire protection apparatus will be clearly marked. Any bridges so identified will either limit or exclude Fire Protection

Services where the use of these bridges is required for the transportation of fire protection apparatus.

- 4.05 Providence shall be responsible for establishing and notifying residents and occupants of the Fire Area, in the manner and to the extent necessary, the procedures for reporting the Fire Protection Services provided by the Fire Department.
- 4.06 Providence agrees that, while in the Fire Area for the purposes of providing Fire Protection Services, it has designated the Fire Chief to be the “authority having jurisdiction”, as that term is defined in the International Fire Code.

SECTION 5.00 - FEES

- 5.01 In consideration of the Fire Protection Services provided by Logan City to Providence, Providence agrees to pay Logan City the fees as more particularly set out in Exhibit B, hereto attached. After year one of this agreement, Providence reserves the option, after a minimum of six months notice, to cancel the services related to Fire Prevention as set forth in Exhibit A-2.4-2.6, 8.2 provided by Logan City and to provide said Fire Prevention services on their own behalf. In the event Providence exercises this option, Providence shall receive an equitable reduction in the fees set forth in Exhibit B of \$60,000.00 annually.

SECTION 6.00 - LIABILITY AND INDEMNIFICATION

- 6.01 Logan City shall not be liable for any injury to Providence, or to any officers, employees, agents, residents, occupants or visitors of Providence or the Fire Area, or for any damage to or loss of property of Providence, or of any officers, employees, agents, residents, occupants or visitors of Providence or the Fire Area, caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide Fire Protection Services on any occasion to Providence or for any decision made by the Fire Chief pursuant to section 3.03 of this Agreement.
- 6.02 Providence shall save harmless and fully indemnify Logan City, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.01 and such indemnification shall survive the termination of this Agreement.
- 6.03 Sections 6.01 and 6.02 do not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of Logan City while acting within the scope of his or her employment.
- 6.04 Providence shall not be liable for any injury, damage or loss sustained by personnel, apparatus or equipment of Logan City caused by or in any way related to the performance of this Agreement.

- 6.05 Logan City shall save harmless and fully indemnify Providence, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.04 and such indemnification shall survive the termination of this Agreement.
- 6.06 Sections 6.04 and 6.05 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of Providence while acting within the scope of his or her employment.

SECTION 7.00 - DISPUTE RESOLUTION

- 7.01 If, during the term of this Agreement, a dispute or disagreement arises between the parties that cannot be resolved by the Fire Chief and the person designated by Providence pursuant to section 4.01, the parties agree to participate in the following dispute resolution procedure:
- (a) upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of the Mayors of each Municipality. The Mayors will meet with a view to amicably resolving any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
 - (b) If the Mayors are unable to resolve the dispute the Parties reserve the right to exercise any rights they may have under law.
- 7.02 The parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with this Agreement, unless and until such responsibilities are lawfully terminated or expire in accordance with the terms of this Agreement. If the dispute results from the non-payment of fees as set forth in Exhibit A, Logan City will have the right to suspend providing Fire Protection Services until the fees are paid.

SECTION 8.00 - GENERAL

- 8.01 Logan City and Providence agree that this Agreement may be amended at any time by the mutual consent of the parties, in writing.
- 8.02 Any notices, communications or other information shall be sufficiently given if hand delivered and marked received; sent by prepaid registered mail or facsimile and addressed or sent as specified below:
- (a) If to Logan City: Logan City Mayor
290 North 100 West
Logan, Utah 84321
Fax: 435-716-9003

(b) If to Providence: Providence City Mayor
164 N Gateway Dr
Providence, UT 84332
Ph: 435-752-9441

8.03 Any notice given in accordance with the methods described above shall be deemed to have been received by the addressee on:

- (a) the date delivered if delivered on a business day of the addressee and if not delivered on a business day, on the next business day of the addressee;
- (b) the third business day of the addressee after the date of mailing, if sent by prepaid registered mail; or
- (c) the day transmitted if sent by facsimile on a business day of the addressee, and if sent by facsimile on a non-business day, on the next business day of the addressee.

8.04 Pursuant to Utah Code Ann. §11-13-202.5, this Agreement shall be approved by the legislative body of each party to this Agreement. If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from the Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.

8.05 This Agreement and the attached Exhibits constitute the entire Agreement between the parties. There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement. This Agreement may not be amended except by subsequent written agreement of the parties hereto and the adoption by each party's legislative body by a duly enacted resolution.

THIS AGREEMENT has been executed by Logan City and by Providence by their duly authorized representatives on the dates noted below:

Providence City

CITY OF LOGAN

John Drew, Mayor

Holly H. Daines, Mayor

Attest:

Attest:

Providence City Recorder

Logan City Recorder

Approved as to Form:

Providence City Attorney

Approved as to Form:

Logan City Attorney

EXHIBIT A

Logan City Fire Department service contract for city of Providence

Scope of work

1. Level of Service. Fire prevention, fire suppression, emergency medical and hazardous material incident response services shall be provided at the same level to each of parties under the terms of this agreement. In the event of simultaneous emergencies with the two cities whereby the resources of the Department are taxed beyond its ability to render equal protection, the officers and agents of the Department shall determine how to allocate the resources of the Department.
2. Services to be provided. Logan City Fire Department (LCFD) will provide the following services for the city of Providence:
 - 2.1. Fire suppression. Fire suppression activities relating to structures and buildings of whatever kind, brush fires, trash fires or any other kind of fire of whatever nature to include fire and CO alarms.
 - 2.2. Emergency Medical services. LCFD provides a paramedic level service within CCEMS system and will also provide first responder service to Providence as it would Logan residents.
 - 2.3. Hazardous Materials. Providing first responder and operational response to Hazardous Material incidents, including but not limited to chlorine leaks, LPG leaks, pesticide leaks highway accidents with unknown hazardous material involved, etc. LCFD shall have the right to seek reimbursement from property owners or other responsible persons for the cost to replace disposable and durable equipment or containment products used to mitigate a hazardous materials incident.
 - 2.4. Fire code inspection of occupancies
 - 2.5. Fire code preconstruction building plan review services
 - 2.6. Fire Prevention activities to include; Fire prevention education to community, schools, and community groups as requested and consistence with LCFD policies and practices.
 - 2.7. Fire investigation and cause determination
 - 2.7.1. The LCFD will assume responsibility for all fire cause determination investigation activities within Providence and will work closely with the Cache County Sheriffs in processing any case. LCFD and CCS shall cooperate in the preservation of evidence, chain of custody, investigating suspects and persons of interest for all cases arising from origin and cause investigations within the jurisdictional boundaries of the City of Providence.
3. Hydrants and Water service.
4. Logan will assist Providence in assessing water supply capabilities as pertains to firefighting and make recommendations as necessary

5. Logan agrees to provide fire suppression services contingent upon Providence providing appropriate water pressure, volume, and sufficient hydrant capability. If sufficient capability does not exist, Logan Fire can only provide this service within the context of that capability.
6. Providence city agrees to maintain and service all hydrants within its jurisdiction
7. Fire Insurance Grading and Regrading. Providence shall cooperate with LCFD to maintain the Insurance Service Office grading of Logan area that is in existence at the time of execution of this agreement (ISO class 3).
8. Reporting.
 - 8.1. LCFD Fire Chief or designee will provide reports to council and mayor about activities, events and issues within their jurisdiction. In the event of a major fire or newsworthy medical emergency within the boundaries of Providence, LCFD will make a reasonable effort to contact the mayor as soon as possible, but no later than the first business day after the event, to convey all known factual information relating to the incident that doesn't violate HIPAA regulations.
 - 8.2. Fire Marshal or designee will attend ESR and other related meetings for Providence as determined necessary by Logan City Fire Chief.

EXHIBIT B

| Billing Period | | Contract Period | Governing | Month Bill | Fiscal Year | | | |
|---|------------|-----------------|-----------|------------|-------------|---------------|---------------|----|
| From | To | | Contract | Received | Impacted | Est Amount | Total Bill | |
| 7/1/2017 | 6/30/2018 | | | Jan | 2019 | \$ 74,522.00 | \$ 74,522.00 | |
| 7/1/2018 | 11/30/2018 | | Old | | | \$ 34,407.00 | | |
| 7/1/2019 | 6/30/2019 | 12/1/2018 | New | Jan | 2020 | \$ 268,433.00 | \$ 302,840.00 | |
| 7/1/2020 | 6/30/2020 | | New | Jan | 2021 | \$ 460,171.00 | \$ 460,171.00 | |
| 7/1/2021 | 6/30/2021 | | New | Jan | 2022 | \$ 460,171.00 | \$ 473,976.13 | 3% |
| 7/1/2022 | 6/30/2022 | | New | Jan | 2023 | \$ 473,976.13 | \$ 488,195.41 | 3% |
| 7/1/2023 | 6/30/2023 | | New | Jan | 2024 | \$ 488,195.41 | \$ 502,841.28 | 3% |
| 7/1/2024 | 6/30/2024 | 6/30/2024 | New | Jan | 2025 | \$ 502,841.28 | \$ 517,926.51 | 3% |
| * additional 3% per year for subsequent years | | | | | | | | |