

**CITY OF LOGAN
RESOLUTION NO. 20-07**

**A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN
CITY OF LOGAN AND NORTH LOGAN CITY FOR
FIRE AND EMS SERVICES.**

WHEREAS, the City of Logan and City of North Logan have determined that it is in the best interests of both communities to combine their fire/rescue services in order to obtain economies of scale, better service coverage, and to lower cost to each community; and

WHEREAS, the parties desire to consolidate fire/rescue services to better provide efficient and continuous services with an equitable funding system. Consequently, the Cities enter into this Interlocal Agreement between the parties; and

WHEREAS, the City of North Logan has recommended approval of same.

THEREFORE BE IT RESOLVED THAT THE LOGAN MUNICIPAL COUNCIL authorizes the mayor to execute an agreement with the City of North Logan to enter into an Interlocal Agreement to consolidate the fire/rescue services for North Logan under the ownership/management of Logan on the terms and conditions set forth in (Attachment A).

THIS RESOLUTION duly adopted upon this 7 day of April, 2020 by the following vote:

Ayes: A. Anderson, M. Anderson, Bradfield, Jensen, Simmons


Nays: none

Absent: none



Amy Z. Anderson, Council Chair

ATTEST:



Teresa Harris, City Recorder



ATTACHMENT A

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF LOGAN AND NORTH LOGAN TO
CONSOLIDATE FIRE/RESCUE SERVICES**

AGREEMENT made this 7 day of April, 2020, by and between the CITY OF LOGAN (hereinafter “Logan”) and CITY OF NORTH LOGAN (hereinafter “North Logan”). In this Agreement City of Logan and City of North Logan are collectively referred to as the “Cities.”

R E C I T A L S:

- A. Logan and North Logan currently provide fire/rescue services within their territorial boundaries.
- B. The Cities desire to make long-range plans for the continuation of fire/rescue services, including ambulance transport.
- C. The Cities have determined that it is in the best interests of both communities to combine their fire/rescue services in order to obtain economies of scale, better service coverage, and to lower cost to each community.
- D. The Cities therefore intend to consolidate fire/rescue services to better provide efficient and continuous services with an equitable funding system. Consequently, the Cities enter into this Agreement to further that intent.
- E. The Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 through 11-13-314 allows public agencies in the State of Utah to enter into agreements for the purpose of joint or cooperative action.
- F. The Cities are “public agencies” of the State of Utah for purposes of Utah Code Ann.

§11-13-202, and desire to enter into an Interlocal Agreement to consolidate the fire/rescue services for North Logan under the ownership/management of Logan on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings of the Cities, the receipt and sufficiency of which are hereby acknowledged, and in compliance with and pursuant to the provisions of the Utah Interlocal Cooperation Act, the Cities hereby agree as follows:

1. **Consolidation of Fire/Rescue Resources**. North Logan hereby agrees to provide fire apparatus and station facilities and Logan hereby agrees to provide fire/EMS personnel to staff North Logan’s fire apparatus and station facilities. Logan shall thereafter run a consolidated Logan City Fire Department,

including what was North Logan's Wildland firefighting services and CCEMS' ambulance transport services. This Agreement does not create a new Interlocal entity.

2. **Effective Date.** The Effective Date of this Agreement ("Agreement Effective Date") shall be the date this Agreement is approved by both the Logan and North Logan City governing bodies and signed by both Mayors.

3. **Summary of Scope of Services to be Provided.** Generally, Logan shall continuously, and without interruption, furnish fire/rescue services as needed within (a) the territorial jurisdiction and boundaries of the Cities and certain portions of unincorporated Cache County (hereinafter sometimes referred to as the "Coverage Area"); (b) wildland firefighting services outside of the Coverage Area; (c) ambulance transport services to the service area specified by the State of Utah; and (d) general maintenance of all equipment, particularly vehicles, to the levels required by the State of Utah and/or to the highest current standard currently being utilized by either department, whichever is greater. LCFD shall continue to maintain, at a minimum, the current level of ambulance transport service provided by Logan or CCEMS, as licensed by the State of Utah. North Logan shall pay a fee for services as set forth in Section 15 below. The parties may mutually agree to reduce or increase the level of service upon written request from any party and the agreement of both parties.

4. **Detailed Description of Basic Services.** The Logan City Fire Department shall provide the following Basic Services within the Coverage Area at no additional charge to North Logan City beyond the negotiated amounts noted in this contract:

a. **Fire.** LCFD shall provide professional fire response, prevention, and education within the Coverage Area, and beyond if requested by Utah Wildland or pursuant to a Mutual Aid Agreement. At a minimum this shall include, but not be limited to, fire suppression of both wildland and structure type fires, training, technical rescue, HazMat, Airport rescue, and giving reports to each City as set forth below.

b. **EMS.** LCFD shall provide professional EMS/Ambulance Transport service within the geographic area of the coverage area currently assigned to Central Zone of CCEMS or Logan City Fire Department set forth by the State Bureau of EMS license. The coverage area includes, City of Logan, North Logan, Providence, River Heights, Mendon, Logan canyon and College and Young Ward.

c. **Administrative Services.** Personnel, supplies, and equipment necessary to administratively support the Logan City Fire Department and administer grants and monies to

include, but not limited to, command staff, human resources, financial services, media services, and dispatch/records.

d. Training Services. Personnel, supplies, and equipment to support adequate training as determined by the Logan City Fire Department leadership.

e. Logistics Services. Personnel, supplies, and equipment to support fire/rescue operations, communications and fleet services. Except for maintenance for Station 120 facility, both capital improvements and apparatus capital shall continue to be provided through North Logan.

f. Fire Prevention. Fire prevention and education activities to include, but no limited to; business inspections, markup of proposed building subdivision and site plans, attendance at technical or plan review, committee meetings, development review committee meetings, pre-construction meetings, station tours, and all school level fire prevention and education.

g. Emergency Management. The LCFD Fire Chief or designee will coordinate and assist with Emergency Management (EM) needs for the coverage area under the direction of the Mayor and City Administrator of North Logan.

h. Special Events. Special event services will be facilitated as requested by the Mayor, or City Administrator, and shall include, but not be limited to, North Logan Pioneer Day Parade and Pioneer Day Park Activities, North Logan Library Summer Reading Kickoff, along with EMS back up services at the Pumpkin Walk and other smaller North Logan City events as needed. Annual CPR/Defibrillator Certification class shall be provided to the staff of North Logan City each year.

5. Governance. Day-to-day operations of the Logan City Fire Department shall be governed by its leadership under the administrative authority of Logan. Logan City Fire Department shall report and be accountable for the services provided to the respective City Councils and Mayors of the respective Cities. All employees of the Logan City Fire Department shall be Logan employees who shall be accountable to the Logan Fire Chief.

a. Disaster Declaration. Either City, or both Cities, on behalf of its jurisdiction, may make a declaration of an emergency or disaster strictly in accordance with local ordinances, state statute or federal law. If an emergency or disaster is declared by either City, then the Logan City Fire Department shall assume emergency Fire/EMS rescue responsibilities within the area for which the emergency or disaster is proclaimed during the term of such emergency or disaster. In such

event, the Logan Fire Chief or designee shall report to and act under the immediate direction of the City Administrators, who will then report to the Mayors of the affected Cities for the pendency of the emergency or disaster for all purposes related to the emergency or disaster.

6. **Equipment; Facilities**

a. Relocation of North Logan Fire Station. Within the six-year timeframe of this agreement, North Logan and Logan will discuss the potential relocation of the North Logan fire station to a location closer to 2500 N and Main Street, including a time frame for such an action as well as the appropriate level of contributions from both cities toward the construction of a new facility. Agreement on a new facility construction would be negotiated through separate contract.

b. Capital Replacement of Apparatus and Station 120 Maintenance. North Logan will continue to fund the capital replacement of apparatuses needed to operate station 120 (North Logan) to include: Engine, Ladder Truck, Brush Truck, and Squad. The existing support vehicle for the inspector shall be provided by North Logan City, however, this vehicle will be used for inspections throughout the coverage area, and the replacement of said vehicle shall be provided by Logan City as needed. Furthermore, North Logan will continue to maintain a fire station within their city boundaries and pay for utilities, maintenance, and repairs of this facility. North Logan will develop a capital replacement for their apparatus they retain ownership of, and any additional requests for replacement, modifications, or changes in vehicle apparatus to support North Logan station or station needs will be coordinated and approved by North Logan Mayor and Council through the North Logan City Administrator.

7. **Multijurisdictional Agreements; Automatic Aid and Contractual Agreements.**

Automatic Aid. Logan & North Logan are parties to various interlocal agreements and multijurisdictional or automatic/mutual aid agreements. Logan agrees to assume the obligations of such multijurisdictional and/or automatic/mutual aid agreements, and the parties agree to cause such agreements to be amended and assumed by Logan as a party to and beneficiary of such agreements. Negotiation of additional mutual or automatic aid agreements that would be served by the North Logan City station, as well as any additional contracts for service for the Logan Fire Department that involve service from the North Logan City station must be approved by the North Logan City Administrator, Mayor and City Council.

8. **Ordinances.** The cities may adopt or amend their own ordinances as Logan and North Logan deem necessary to implement to provide for and protect the public health, safety, and welfare of its citizens. The Logan City Fire Department shall, from time to time, recommend amendments to the Cities'

respective ordinances so that such ordinances are consistent with modern fire code and EMS protocols. The Cities shall cause their respective City Councils to give due consideration to adoption of any such ordinances proposed by the Logan City Fire Department, as necessary to provide for the safety and wellbeing of its citizenry.

9. **Reports and Notice of Performance.** The Logan Fire Chief, or his designee, shall provide reports and notices including, but not limited to:

a. **Reports.** On a quarterly basis the Logan Fire Chief, or his designee, shall provide the following reports:

(i) A report to the City Council of North Logan. Information required in those reports will be defined by the City Administrator or Mayor.

(ii) Additional meetings with the City Administrator, Mayor and City Council shall be supplied by the Logan Fire Chief, or his designee. These meetings shall include a bi-monthly North Logan department head meeting where an update on action items shall be provided, along with a monthly coordination meeting with the City Administrator. Other meetings shall occur on an as-requested and as-needed basis.

b. **Notice of Complaints and Exceptional Behavior.** On a current basis, each City shall refer to the Logan Fire Chief all complaints regarding fire/rescue services, who shall promptly act to resolve such complaints in a professional, reasonable, responsive, and equitable manner. In connection with the quarterly report, or sooner if requested by the North Logan City Administrator, or Mayor, the Logan Fire Chief shall provide the City Council, Mayor and/or City Administrator a brief summary of any written complaint received regarding fire/rescue services and the disposition thereof unless prohibited by law. The Logan Fire Chief further shall provide to North Logan City Council, Mayor and/or City Administrator a brief summary of any written documents demonstrating commendable behavior regarding fire/rescue services and a brief summary of any commendations given.

10. **Indemnification.** The Cities are governmental entities under the “Utah Governmental Immunity Act” (Utah Code Ann. §63G-7-101, et seq.) (the “Immunity Act”). Consistent with the terms of the Immunity Act as provided herein, it is mutually agreed that each is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. The Cities do not waive any defenses otherwise available under the Immunity Act, nor does either City waive any limits of Liability currently provided by the Immunity Act. Logan shall defend, indemnify, save and hold

harmless North Logan (including their respective elected and appointed officers and employees) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising from the fire/rescue services provided, or to be provided, by Logan hereunder, except where such demands, claims, actions or proceedings resulting from the negligence or misconduct of North Logan, or their respective elected or appointed officers or employees. Similarly, each City shall defend, indemnify, save, and hold harmless the other City from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising from the actions or failure to act of the City.

11. **Term.** This Agreement is effective upon execution, and unless sooner terminated as provided herein, shall terminate ten (10) years from the date of execution.

12. **Withdrawal.** Either City may withdraw from this Interlocal Agreement, for any reason, based upon the following terms and conditions:

a. Upon the giving of written notice at least one (1) year prior to the end of the fiscal year (June 30) of any year.

b. Notwithstanding 12(a) above, the interlocal agreement may be terminated either immediately or on a shorter timeline upon mutual agreement of majority vote of the Logan and North Logan City Councils.

13. **Changes in Coverage Area.** The Cities anticipate that during the term of this Agreement that it is possible that the Cities will annex additional property and the Coverage Area shall be automatically amended to include those areas that are annexed. In the case of disconnected property, said property (unless annexed into the other City) shall be deleted from the Coverage Area.

14. **Non-Funding; Failure to Pay Fee.** The Cities acknowledge that funds are not presently available for performance of this Agreement beyond the close of each respective fiscal year. Each City's obligation for performance of this Agreement beyond that date is contingent upon funds being appropriated for payments due under this Agreement. If no funds or insufficient funds are budgeted and appropriated in any fiscal year, or if there is a reduction in appropriations of either city resulting in insufficient funds for payments due or about to become due under this Agreement, then that City which cannot meet their financial obligation shall notify the other City of their financial situation within a 30 day period before payment is due. At said time, the Logan Fire Chief and Logan City Mayor shall meet with the North Logan City Administrator and North Logan City Mayor to discuss options for meeting the required

payments. If a resolution for fulfillment of payment cannot be achieved within 90 days after the payment is due, then at Logan's option and upon written notice to North Logan, Logan shall be deemed to have given the requisite one (1) year notice to terminate this Agreement according to the Withdrawal provisions of Section 12.

15. **Fees for Services.** Annually, North Logan shall pay a fee ("Fee") to Logan for services provided. The Fee for such services shall be based on a projected formula which equitably allocates the cost of the Basic Services. This Fee structure is illustrated in Exhibit "A". The increases for North Logan shall be determined based upon projected increase of (3%) of the contract for North Logan. Additional increases as set forth in Exhibit "A" to reach equivalent staffing levels as established in Logan stations at 15 line personnel. Any other potential increases in budget would be reviewed and discussed with the North Logan City Administrator and Mayor. If both the Logan Fire Chief and the North Logan City Administrator/Mayor foresee a needed increase in costs in the following fiscal year, a justification for the proposed costs increases would need to be brought before the North Logan City Council for approval.

16. **Remittance.** Quarterly, North Logan shall remit 25% (or such other percentage or frequency as Logan and North Logan shall agree) of its respective Fee to Logan at the following address (or at such other address as Logan may from time to time specify):

City of Logan
P.O. Box 527
Logan, UT 84323

The payment shall be billed on the first day of each quarter by Logan to North Logan. Starting with the first payment being due on July 1, 2020, and on the 1st day of each quarter thereafter for the term of this Agreement, North Logan shall remit the funds to Logan within thirty (30) days after receipt of the Invoice. If the day the payment is due and payable it is (a) a legal holiday, (b) a Saturday; (c) a Sunday, or (d) another day on which weather or other conditions have made the billing address inaccessible, the payment shall be due and payable on the next day which is not one of the aforementioned days. If any payment is not remitted to Logan when due, Logan shall be entitled to recover interest thereon at the rate interest specified in Utah Code Ann. §15-1- 4(3)(a) or its successor, commencing on the date the remittance is due and payable.

17. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two (2) days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the respective Cities as set forth below:

TO: Holly Daines
Logan City Mayor
290 N 100 W
Logan, UT 84321

TO: Alan Luce
North Logan City Administrator
2076 N 1200 E
North Logan, UT 8434

WITH COPY TO: City Attorneys

Such address and designees for notice may be changed by either City upon written notice to the other.

18. **Claims and Disputes.** Claims, disputes and other issues between the Cities arising out of or related to this Agreement may first be resolved through negotiation or mediation. If claims and disputes can't be resolved through negotiation or mediation, they may be decided by litigation in the First Judicial District Court of Cache County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, the Cities shall continue to perform their obligations in accordance with the terms of this Agreement during any claim or dispute.

19. **Dissolution.** The Interlocal agreement may be dissolved and operations terminated upon the unanimous written consent of the Cities. Upon dissolution, any assets owned by each City shall be returned to that City. If assets are owned by both cities jointly, then the assets would be divided based on the proportional share contributed by each entity at the time of purchase. Both Cities will make every effort to maintain workforce and service delivery throughout dissolution.

20. **Additional Provisions.** The following provisions also are integral to this Agreement:

- a. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

- b. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.
- c. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- d. Integration. This Agreement constitutes the entire agreement between the Cities pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.
- e. Time. Time is of the essence hereof.
- f. Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.
- g. Waiver. No failure by either City to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Either City may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other City. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
- h. Rights and Remedies. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.
- i. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- j. Exhibits. All exhibits attached to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this

Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

k. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.


l. Approval by Attorneys. This Agreement shall be submitted to the authorized attorneys for each of the Cities for approval in accordance with Utah Code Ann. §11-13-202.5.

m. Amendment. This Agreement may not be amended or modified in any respect without the written consent of both Cities. Promptly upon such consent, both Cities shall mutually execute and deliver an amendment to this Agreement. The Amendment shall be effective upon this occurring.

n. No Third-Party Beneficiaries. This Agreement is entered into by the parties solely for the benefit of the parties hereto. No obligation, benefit or rights are intended to be created or are created in any third party by execution hereof.

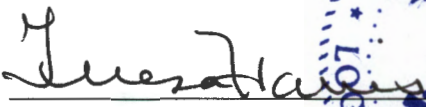
IN WITNESS WHEREOF, each of the Cities, by resolution duly adopted by its City Council, a certified copy of which is attached hereto, caused this Agreement to be signed by its Mayor and attested by its Recorder, and the County, by resolution duly adopted by its Council, a certified copy of which is attached hereto, caused this Agreement to be signed by its Mayor or designee and attested by the County Clerk.

CITY OF LOGAN



Holly Daines, Mayor

ATTEST:



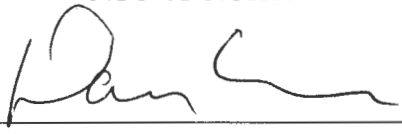
Recorder



Logan City Council Chair

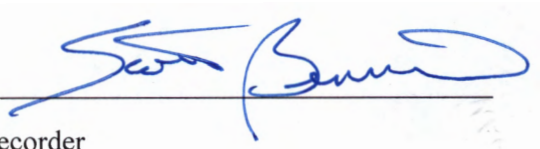


CITY OF NORTH LOGAN



Damon Cann, Mayor

ATTEST:



Recorder

North Logan City Council Chair

Exhibit "A"

Fee Structure for North Logan

Breakdown of Budget for North Logan contribution for FY2021

ITEM	NLC Proposed Cost
Promotions Capt. (3) Eng (3)	\$50,000
Existing Salaries (5)	\$254,000
New FTE's (F/F)	\$215,000
Benefits (10 FTE)	\$275,000
Operational Expenses	\$60,000
Overtime	\$40,000
TOTAL Payment To Logan City Year One.	\$895,000

FY2020/2021=	\$ 895,000
FY2021/2022=	\$ 952,750 *
FY2022/2023=	\$1,000,387*
FY2023/2024=	\$1,030,399*
FY2024/2025=	\$1,061,311*
FY2025/2026=	\$1,093,150*
FY2026/2027=	\$1,365,945* (includes funds for 3 additional FTE's at ~\$240,000)
FY2027/2028=	\$1,406,923*
FY2028/2029=	\$1,449,130*
FY2029/2030=	\$1,492,605*

* Beginning in FY2021/2022, North Logan will be entitled to a credit towards their annual payment if annual revenues generated by Wildland Services (provided by fire fighter volunteers from North Logan) exceed the cost of providing said services by more than 10 percent. The full amount of the excess shall be the credit amount.