

## **LOGAN CITY AND RIVER HEIGHTS INTERLOCAL AGREEMENT FOR FIRE PROTECTION**

This Agreement, made and entered into this 4th day of November 2025, by and between the City of Logan, a municipal corporation of the State of Utah, hereinafter referred to as "Logan City" and River Heights City, a municipal corporation of the State of Utah, hereinafter referred to as "River Heights".

**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**, River Heights wishes to contract with Logan City for the purposes of receiving fire protection services within the jurisdictional boundaries of River Heights 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 River Heights agree as follows:

### **SECTION 1.00 - DEFINITIONS**

1.01 In this Agreement,

- (a) "Fire Area" means the jurisdictional boundaries of River Heights;
- (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 River Heights, as more particularly described in the Scope of Work, attached hereto as Exhibit A.

### **SECTION 2.00 - TERM; TERMINATION**

2.01 This Agreement will become effective on July 1, 2025 ("Effective Date") and shall continue until June 30, 2027 ("Initial Term"). The Parties agree to complete the following before the Effective Date of this Agreement: (i) approval of the Agreement, if required, by the governing bodies of the relative City, including the adoption of any necessary resolution or ordinance authorizing the execution of this Agreement; (ii) the execution of this Agreement by a duly authorized official of each Party; (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law; (iv) the filing of a copy of this Agreement with the keeper of records for each Party. The Parties agree that after the expiration of the Initial Term, this Agreement shall automatically renew for additional one-

year periods for a maximum of five (5) years. Either Party may terminate this Agreement without cause after the expiration of the Initial Term by providing the other Party with no less than twelve (12) months' prior written notice of its intent to terminate.

### **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 River Heights 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 River Heights 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 River Heights 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 River Heights, 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 River Heights.

### **SECTION 4.00 - RIVER HEIGHTS RESPONSIBILITIES**

- 4.01 River Heights 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 River Heights shall identify all streets and roads in the Fire Area by having them clearly marked at all intersections.
- 4.03 River Heights 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 River Heights 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 River Heights 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 River Heights 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 River Heights, River Heights agrees to pay Logan City the fees as more particularly set out in Exhibit B, hereto attached.

## **SECTION 6.00 - LIABILITY AND INDEMNIFICATION**

- 6.01 Logan City shall not be liable for any injury to River Heights, or to any officers, employees, agents, residents, occupants or visitors of River Heights or the Fire Area, or for any damage to or loss of property of River Heights, or of any officers, employees, agents, residents, occupants or visitors of River Heights 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 River Heights or for any decision made by the Fire Chief pursuant to section 3.03 of this Agreement.
- 6.02 River Heights 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 River Heights 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 River Heights, 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 River Heights 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 River Heights 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 B, 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 River Heights 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 email and addressed or sent as specified below:

(a) If to Logan City: Logan City Mayor  
290 North 100 West  
Logan, Utah 84321  
Email: [holly.daines@loganutah.gov](mailto:holly.daines@loganutah.gov)

(b) If to River Heights: River Heights City Mayor  
520 S 500 E  
Logan, Utah 84321  
Email: [blakewright@riverheights.org](mailto:blakewright@riverheights.org)

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 email 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.

8.06 Interlocal Cooperation Act. In satisfaction of the requirement of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

- (i) This Agreement shall be reviewed as to proper form and compliance with the applicable law by a duly authorized attorney in behalf of every Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.
- (ii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.
- (iii) The Term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.
- (iv) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- (v) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.
- (vi) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the Parties' relative mayors or designees, shall serve as the joint administrative board for purposes of the Interlocal Cooperation Act.

8.07 Governmental Immunity. The parties are governmental entities under the Governmental Immunity Act of Utah, §§63G-7-101, *et. seq.* (1953, as amended) (the "Immunity Act").

Nothing contained in this Agreement shall be construed in any way to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. Nothing contained in this Agreement shall be construed as a waiver by any Party of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

8.08 Each Party shall be solely responsible for providing workers' compensation coverage for its own employees, in accordance with the requirements of the Utah Workers' Compensation Act, Utah Code 34A-2-101 *et seq.* No employee of either Party shall be considered an employee of the other Party for any purposes, including, but not limited to, eligibility for any benefits or protections afforded by workers' compensation laws.

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

River Heights City

CITY OF LOGAN

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Blake Wright, Mayor

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Holly H. Daines, Mayor

Attest:

Attest:

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River Heights City Recorder

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Logan City Recorder

Approved as to Form:

Approved as to Form:

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River Heights City Attorney

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Logan City Attorney

## EXHIBIT A

Logan City Fire Department service contract for River Heights City

### 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 the parties under the terms of this agreement.
2. Services to be provided. Fire Department will provide the following services for River Heights:

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. Fire Department provides a paramedic level service system and is the area licensed ambulance transport provider. Fire Department will also provide first responder service to River Heights 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. Fire Department 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; Fire prevention education to community, schools, and community groups as requested and consistent with Fire Department policies and practices.

2.7 Fire investigation and cause determination.

2.7.1 Fire Department will assume responsibility for all fire cause determination investigation activities within River Heights and will work closely with the Cache County Sheriff's Office (CCSO) in processing any case. Fire Department and CCSO 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 River Heights.

3. Hydrants and water service. River Heights is responsible for providing hydrants, water service delivery, and hydrant maintenance for their service area.

3.1 Logan City will assist River Heights in assessing water supply capabilities as pertains to firefighting and make recommendations as necessary.

3.2 Fire Department's obligation to provide fire suppression services under this Agreement is expressly conditioned upon River Heights providing appropriate water pressure, volume, and sufficient hydrant capability.

3.3 River Heights City agrees to maintain and service all hydrants, water lines, and related infrastructure within its jurisdiction.

4. Fire Insurance Grading and Regrading. River Heights shall cooperate with Fire Department to maintain the Insurance Service Office grading of Logan area that is in existence at the time of execution of this agreement (ISO Class 2).

5. Reporting.

- 5.1 Fire Department Fire Chief or designee will provide reports to the Mayor of River Heights about activities, events and issues within their jurisdiction. In the event of a major fire or newsworthy medical emergency within the boundaries of River Heights, Fire Department 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 information relating to the incident that doesn't violate HIPAA regulations.

## **EXHIBIT B**

1. River Heights agrees to pay Logan City pursuant to the following chart. Fiscal years begin July 1 and end June 30. Logan City will invoice River Heights City annually on the first business day in January.
2. River Heights' payment obligation under this Agreement shall automatically increase by three percent (3%) per year on July 1 of each fiscal year.

<b>Year</b>	<b>River Heights</b>	<b>FY24/25</b>	<b>\$ 144,398.51</b>	<b>Due Jan. 2025</b>
<b>1</b>	<b>3%</b>	<b>FY25/26</b>	<b>\$ 148,730.46</b>	<b>Due Jan. 2026</b>
<b>2</b>	<b>3%</b>	<b>FY26/27</b>	<b>\$ 153,192.37</b>	<b>Due Jan. 2027</b>
<b>3</b>	<b>3%</b>	<b>FY27/28</b>	<b>\$ 157,788.15</b>	<b>Due Jan. 2028</b>

<b>4</b>	<b>3%</b>	<b>FY28/29</b>	<b>\$ 162,521.79</b>	<b>Due Jan. 2029</b>
<b>5</b>	<b>3%</b>	<b>FY29/30</b>	<b>\$ 167,397.45</b>	<b>Due Jan. 2030</b>