

**APPROVED**

**CACHE COUNTY  
COUNCIL MEETING  
MINUTES  
JUNE 11, 2019**

**COUNTY COUNCIL MEETING  
June 11, 2019**

<b>NATURE OR ORDER OF PROCEEDING</b>	<b>PAGE</b>
<b>AGRICULTURE AGENT INTERVIEWS</b> .....	2
<b>APPOINTMENT – Major, Jonathan J. – Cache County Deputy Sheriff</b> .....	1
<b>BUDGET – Public Hearing-June 11, 2019-6:00 p.m. – Resolution No. 2019-20-Amending the 2019</b> .....	3,4
<b>CCEMS – Approval of Updated Interlocal Agreement between Logan City and Cache County to jointly own, manage and operate Cache County Emergency Medical Services</b> .....	4
<b>CACHE COUNTY 2019 RODEO ROYALTY – Introduction of</b> .....	2
<b>CACHE COUNTY EMERGENCY MEDICAL SERVICES (CCEMS) – Approval of Updated Interlocal Agreement between Logan City and Cache County to Jointly Own, Manage and Operate</b> .....	4
<b>CACHE VALLEY TRANSIT DISTRICT (CVTD) REPORT</b> .....	3
<b>COMMUNITY IMPACT FUNDING BOARD (CIB) GRANT APPLICATION FOR GENERAL PLAN FUNDING – Public Hearing-June 11, 2019-5:30 p.m.</b> .....	2
<b>COMMUNITY IMPACT FUNDING BOARD (CIB) GRANT APPLICATION FOR ROAD AND WEED DEPARTMENT FACILITIES – Public Hearing-June 11, 2019-5:40 p.m.</b> .....	3
<b>COUNTY EMPLOYEE SUMMER PARTY – Wednesday, July 10, 2019-6:00 p.m.</b> .....	4
<b>CUTLER RESERVOIR RELICENSING REPORT – Rocky Mountain Power</b> .....	2
<b>DISCUSSION REQUEST – Assistant to County Executive</b> .....	5
<b>DUMP STATION – RV’s</b> .....	5
<b>EXPENSE REPORTS (Warrants) – May 2019</b> .....	2
<b>HOMELESS ISSUE IN CACHE COUNTY</b> .....	5
<b>HYRUM 4<sup>TH</sup> OF JULY PARADE</b> .....	4
<b>LEWISTON 4<sup>TH</sup> OF JULY PARADE</b> .....	4
<b>MAJOR, JONATHAN J – Appointment-Cache County Deputy Sheriff</b> .....	1
<b>NIBLEY HERITAGE DAYS PARADE</b> .....	4
<b>PUBLIC HEARING – June 11, 2019-5:30 p.m.-Community Impact Funding Board (CIB) Grant application for General Plan Funding</b> .....	2
<b>PUBLIC HEARING – June 11, 2019-5:40 p.m.-Community Impact Funding Board (CIB) Grant application for Road and Weed Department Facilities</b> .....	3

**PUBLIC HEARING – June 11, 2019-6:00 p.m.-Resolution No. 2019-20-Amending the 2019 Budget..... 3**

**RAPZ FUNDING MODIFICATION REQUEST – Amalga..... 3**

**RAPZ FUNDING REALLOCATION REQUEST – Fairgrounds ..... 3**

**RESOLUTION NO. 2019-20 – Amending the 2019 Budget –Public Hearing-June 11, 2019-6:00 p.m. (*NO ACTION TAKEN*)..... 3,4**

**RIVER HEIGHTS APPLE DAYS PARADE ..... 4**

**ROCKY MOUNTAIN POWER – Cutler Relicensing Report ..... 2**

**RODEO ROYALTY – Introduction of Cache County 2019..... 2**

**VOCA AND VAWA GRANTS REPORT..... 4**

**CACHE COUNTY COUNCIL MEETING  
JUNE 11, 2019**

The Cache County Council convened in a regular session on June 11, 2019 at 5:00 p.m. in the Cache County Council Chamber at 199 North Main, Logan, Utah.

**ATTENDANCE:**

**Chairman:** Karl B. Ward  
**Vice Chair:** Gina H. Worthen  
**Council Members:** Barbara Tidwell, Jon White, & Gordon A. Zilles. **Paul R. Borup, David L. Erickson absent.**  
**County Executive:** Craig "W" Buttars  
**Deputy County Clerk:** Sharon L. Hoth  
**County Attorney:** James Swink

**The following individuals were also in attendance:** Director Amy Adams, Janeen Allen, Bryan Anderson, Jamie Andrus, Erik Ashcroft, Cambry Bentley, Catherine Bentley, Todd Beutler, Holly Broome-Hyer, Eve Davies, Jay Downs, Bart Esplin, Jim Gass, Trish Gibbs, Laura Hansen, Aspen Hunter, Brianna Jones, Brylee Jones, Ron Natali, Director Bartt Nelson, Hadlee Noble, Brandi Olsen, LaMont Poulsen, Kendyl Reeder, Mckenzie Reeder, Director Josh Runhaar, Terryl Warner, Scott Wilkinson, Mayor David Wood, Craig Wright, **Media:** Mattie Mortensen (Herald Journal).

**OPENING REMARKS AND PLEDGE OF ALLEGIANCE**

Vice Chairman Gina Worthen gave the opening remarks and led those present in the Pledge of Allegiance.

**REVIEW AND APPROVAL OF AGENDA**

**Item 6b – Financial Reports; April 2019 Expense Report (Warrant Register) was corrected to read Financial Reports: May 2019 Expense Report (Warrant Register).**

**ACTION: Motion by Council member Zilles to approve the agenda as amended. Tidwell seconded the motion. The vote was unanimous, 5-0. Borup & Erickson absent.**

**REVIEW AND APPROVAL OF MINUTES**

**ACTION: Motion by Vice Chair Worthen to approve the minutes of the May 28, 2019 Council meeting as written. White seconded the motion. The vote was unanimous, 5-0.**

**MINUTES FOLLOW-UP:** None

**REPORT OF THE COUNTY EXECUTIVE: CRAIG "W" BUTTARS**

**APPOINTMENTS:** Jonathan J. Major Cache County Deputy Sheriff

**ACTION: Motion by Vice Chair Worthen to approve the recommended appointment. Zilles seconded the motion. The vote was unanimous, 5-0. Borup & Erickson absent.**

**EXPENSE REPORTS:** Expense reports (*warrants*) for May 2019 were submitted to the Council Chair and Clerk.

**OTHER ITEMS:**

- **Agriculture Extension Agent Interviews** – Executive Buttars stated the interviews have been completed and the final decision rests with Ken White, Dean of the College of Agriculture at Utah State University.

**ITEMS OF SPECIAL INTEREST**

- **Introduction of 2019 Cache County Rodeo Royalty** –

Cambry Bentley	Queen
Brandi Olsen	1 <sup>st</sup> Attendant
Aspen Hunter	2 <sup>nd</sup> Attendant
Kendyl Reeder	Princess
Hadlee Noble	Junior Queen
Brylee Jones	Junior Princess

Cambry delivered her prize winning speech for the Council.

- **Cutler Relicensing Report – Rocky Mountain Power** – Bryan Anderson, Regional Business Manager with Rocky Mountain Power, introduced Eve Davies, principal scientist – renewable resources – with PacifiCorp Rocky Mountain Power. Davies outlined the Federal Energy Regulatory Commission (FERC) relicensing process. It is a very strict process with specific required documents and steps. Rocky Mountain Power has been holding workshops to help the public understand the issue and process. The next stakeholder Workshop Meeting will be June 25, 2019. Consideration is being given to more flexibility relative to the reservoir level and how that impacts water quality, turbidity, recreation, wildlife, etc. Changing the level of the reservoir is not part of the present relicensing process. Relicensing occurs every forty years.

(Attachment 1)

**PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS**

**PUBLIC HEARING:** June 11, 2019 at 5:30 p.m. – Community Impact Funding Board (CIB) Grant Application for General Plan Funding – Discuss the submission of an application to obtain financial assistance through a loan/grant from the Community Impact Board (CIB). The requested funding will be used to update the Cache County General Plan. The General Plan will provide long-term direction and collaboration between rural Cache County and the Communities located in the county.

**Chairman Ward opened the Public Hearing and invited public comment. There was none.**

**ACTION:** Motion by vice Chair Worthen to close the Public Hearing - June 11, 2019 at 5:30 p.m. – Community Impact Funding Board (CIB) Grant Application for General Plan Funding. Tidwell seconded the motion. The vote was unanimous, 5-0. Borup & Erickson absent.

**PUBLIC HEARING:** June 11, 2019 at 5:40 p.m. – Community Impact Funding Board (CIB) Grant Application for Road and Weed Department Facilities – Discuss the submission of an application to obtain financial assistance through a loan/grant from the Community Impact Board (CIB). The requested funding will be used to relocate the Road and Weed Department facilities to a new site to improve service to the public and replace deteriorating facilities for safety and to create efficient working conditions.

**Chairman Ward opened the Public Hearing and invited public comment. There was none.**

**ACTION:** Motion by Council member White to close the Public Hearing – June 11, 2019 at 5:40 p.m.-Community Impact Funding Board (CIB) Grant Application for Road and Weed Department Facilities. Zilles seconded the motion. The vote was unanimous, 5-0. Borup & Erickson absent.

### **ITEMS OF SPECIAL INTEREST**

- **Cache Valley Transit District (CVTD) Report** – Holly Broome-Hyer, Board Chair, thanked the county for its support and introduced General Manager Todd Beutler who presented the District's plan for expansion of service.

### **PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS**

**PUBLIC HEARING:** June 11, 2019 at 6:00 p.m. – Resolution No. 2019-20-Amending the 2019 Budget

**Chairman Ward opened the Public Hearing and invited public comment. There was none.**

**ACTION:** Motion by Council member White to close the Public Hearing – June 11, 2019 at 6:00 p.m.-Resolution No. 2019-20-Amending the 2019 Budget. Worthen seconded the motion. The vote was unanimous, 5-0. Borup & Erickson absent.

- **RAPZ Funding Modification Request** – Amalga Mayor Wood explained that Amalga's project will cost more than anticipated and wanted to know if that will affect their allocation.

**ACTION:** Motion by Council member White to continue the current RAPZ allocation for Amalga's Building with Kitchen Facilities and Storage project. Tidwell seconded the motion. The vote was unanimous, 5-0. Borup & Erickson absent.

- **RAPZ Funding Reallocation Request – Fairgrounds – Bart Esplin** asked that the funding awarded for reroof of the maintenance shop (\$13,800.00) be reallocated to use for an addition of concrete at the southeast corner of the kitchen area in the Event Center, re-landscaping that area and installing bicycle racks. The concrete is needed to allow vehicles to service the kitchen area.

**ACTION:** Motion by Council member Zilles to approve the reallocation of RAPZ Funding as requested. Worthen seconded the motion. The vote was unanimous, 5-0. Borup & Erickson absent.

## **DEPARTMENT OR COMMITTEE REPORTS**

- ★ **VOCA and VAWA Grants Report – Terryl Warner** reported that the failure of parents to bond with infants is a probable cause of future addiction, lack of trust, etc. It has been found that even though death may not occur, brain damage can occur in individuals who have been choked/strangled. QPR training is set up for Wednesday, June 26<sup>th</sup> from 5:00-6:00 p.m. and Wednesday, July 10<sup>th</sup> from 12:00 -1:00 p.m. Warner and Attorney Swink both praised the CART program in Cache County and all those who participated in the Shelley investigation. A grant change request will be forthcoming to pay Victim Advocates overtime for time spent on the Shelley case.

## **PENDING ACTION**

- **Approval of Updated Interlocal Agreement between Logan City and Cache County to jointly own, manage and operate Cache County Emergency Medical Services (CEMS)** – The Council expressed appreciation for the red-lined copy of the agreement so changes were easily identified.

(Attachment 2)

**ACTION:** Motion by Council member White to approve the Updated Interlocal Agreement Cache County Emergency Medical Services Authority (CEMS). Zilles seconded the motion. The vote was unanimous, 5-0. Borup & Erickson absent.

## **INITIAL PROPOSAL FOR CONSIDERATION OF ACTION**

- **Resolution No. 2019-20 – Amending the 2019 Budget** *(NO ACTION TAKEN)*

## **OTHER BUSINESS**

- ✓ **Nibley Heritage Days Parade – Saturday, June 22, 2019 at 10:00 a.m.** – Buttars, Ward, and Zilles will attend.
- ✓ **Lewiston 4<sup>th</sup> of July Parade – Thursday, July 4, 2019 at 9:15 a.m.** – Buttars and Ward will attend.
- ✓ **Hyrum 4<sup>th</sup> of July Parade – Thursday, July 4, 2019 at 12:00 noon** – White and Zilles will attend.
- ✓ **County Employee Summer Party – Wednesday, July 10, 2019 at 6:00 p.m.**
- ✓ **River Heights Apple Days Parade – August 24, 2019 at 4:00 p.m.**

## **COUNCIL MEMBER REPORTS**

**Gordon Zilles** said the parking lot looks good with the improved entrances, blacktop and striping.

**Gina Worthen** expressed appreciation for Council members' ability to work well together.

**Jon White** asked that a discussion on the hiring of an assistant for the County Executive be on the next agenda.

**Barbara Tidwell** again encouraged the county to look at developing a dump station for RV's. Tidwell also said the homeless situation needs to be looked at. Attorney Swink agreed and a presentation from Bear River Health Department on the homeless and substance abuse/mental health issues will be scheduled.

**ADJOURNMENT**

The Council meeting adjourned at 7:00 p.m.

\_\_\_\_\_  
**ATTEST:** Jill N. Zollinger  
County Clerk

\_\_\_\_\_  
**APPROVAL:** Karl B. Ward  
Chairman



## PACIFICORP RELICENSING MILESTONES (DETAILED THROUGH JAN. 2020)

Responsible Party	Pre-Filing Milestone	Date	FERC Regulation (18 CFR Part 5)
PacifiCorp	Issue Public Notice for NOI/PAD	3/29/19	5.3(d)(2)
PacifiCorp	File NOI/PAD	3/29/19	5.5, 5.6
FERC	Tribal Consultation Meeting	4/26/19	5.7
FERC	Issue Notice of Commencement of Proceeding and Scoping Document 1	5/28/19	5.8
PacifiCorp	Stakeholder Study Plan Workshop Meeting	6/25/19	N/A
FERC	Scoping Meetings and Project Site Visit	6/26/19-6/27/19	5.8(b)(viii)
Stakeholders	File Comments on PAD/Scoping Document 1 and Study Requests	7/26/19	5.9
FERC	Issue Scoping Document 2 (if necessary)	9/9/19	5.10
PacifiCorp	File Proposed Study Plan	9/9/19	5.11(a)
PacifiCorp	Proposed Study Plan Meeting	10/9/19 (tentative)	5.11(e)
PacifiCorp	Drawdown	Oct 15 – TBD	N/A
Stakeholders	File Comments on Proposed Study Plan	12/6/19	5.12
PacifiCorp	File Revised Study Plan	1/03/20	5.13(a)
Stakeholders	File Comments on Revised Study Plan	1/17/20	5.13(b)
FERC	Issue Director's Study Plan Determination	1/31/20	5.13(c)
PacifiCorp	Complete Studies and Study Technical Reports	2020-2021	5.15
PacifiCorp	Submit Draft License Application	Late 2021	5.16
PacifiCorp	Submit Final License Application	March 2022	5.17-5.18
FERC	Issue New Project License	March 2024	5.22-

\*Dates in grey have passed.

\*Dates in gold are PacifiCorp Collaboration process specific.

*Plan of Operation*

**INTERLOCAL AGREEMENT  
CACHE COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY  
(CCEMS)**

THIS AGREEMENT is made by and between THE COUNTY OF CACHE, a county corporation of the State of Utah, hereinafter referred to as "County" and THE CITY OF LOGAN, a municipal corporation of the State of Utah, hereinafter referred to as the "City." The County and City will jointly be referred to as "parties."

**RECITALS**

THIS AGREEMENT is made by and between the parties based upon the following representations and recitals:

A- Purpose for Agreement

The parties intend jointly to own, manage, and operate a unified emergency medical services entity for the benefit of the people of Cache County. This service will be provided by the entity created by this agreement to protect, preserve, and enhance the health and safety of the County with the intent that the emergency medical services be provided in an efficient, effective, and flexible manner to ensure the highest quality emergency medical treatment to those citizens of Cache County.

In recognition of the need to provide emergency medical services to the people of Cache County, it is acknowledged by the parties the necessity for the parties to cooperate in obtaining licensure status as is set forth in the requirements of U.C.A. §26-8a-101 et seq. and in the creation, ownership, maintenance, and operation of a unified emergency medical services entity.

B- Authority

This agreement is made and entered into by the parties pursuant to the authority granted by the Utah Interlocal Cooperation Act as set for in Chapter 13, Title 11, Utah Code Annotated, 1953, as amended, and 10-1-202 and 17-50-302, Utah Code Annotated, 1953, as amended.

**TERMS OF AGREEMENT**

Now, therefore in consideration of the mutual terms and covenants contained herein, the parties agree as follows:

1. Creation of Cache County Emergency Medical Service Authority

There is hereby created a separate and legal administrative entity pursuant to the Utah Interlocal Cooperation Act to be known as the Cache County Emergency Medical Services Authority (CCEMS).

*waiting for signed agreement*

2. Term of Agreement

This agreement is in effect beginning July 1, 2019 and will continue until changed or rescinded by either party by giving at least one (1) year written notice prior to the end of the then current budget year.

3. Emergency Medical Service Licenses

The parties acknowledge the necessity to maintain the appropriate state licensing in order to provide the emergency medical services required by this agreement. Therefore, it is hereby agreed that the Cache County Emergency Medical Services Authority (CCEMS) shall hold and maintain the following ambulance licenses from the State of Utah:

- (a) Paramedic Rescue
- (b) Paramedic Inter-facility
- (c) Advanced EMT Ambulance
- (d) Advanced EMT Inter-facility Transfer

CCEMS shall have the authority to manage the licenses as set forth below

4. Service Areas

The parties hereby create two distinct service areas: Logan City/Zone 7 Operations and Cache County Operations.

- (a) Logan City/Zone 7 Operations. This service area shall consist of the jurisdictional boundaries of the Cities of Logan, River Heights and Providence and the communities of Young Ward, College Ward and all of Logan Canyon to the Rich County Line. Zone 7 operations shall also include the jurisdictional boundaries of North Logan and Green Canyon.
- (b) Cache County Operations. This service area shall consist of the jurisdictional boundaries of Cache County excluding Logan City/Zone 7 Operations as described above in paragraph (a).

5. Service Area Directors and Employee Status

- (a) The City of Logan Fire Chief shall be the director of the Logan City/Zone 7 service area and shall have the authority to manage day-to-day operations, tactical procedures, personnel matters (including employee hiring, termination, and compensation) and shall have all other rights and responsibilities not specifically granted to CCEMS.
- (b) The County Emergency Medical Services Coordinator shall be the director of the Cache County service area and shall have the authority to manage day-to-day operations, tactical procedures, personnel matters (including employee hiring, termination, and compensation) and shall have all other rights and responsibilities not specifically granted to CCEMS.

6. Powers Granted CCEMS.

The mission of CCEMS is to oversee the formation and management of a countywide comprehensive emergency medical services program providing emergency medical services to all citizens of Cache County, as a joint program of the Office of the Cache County EMS Coordinator and the ambulance program of the Logan City Fire Department. CCEMS shall accomplish this mission by providing the EMS Coordinator's Office and the Logan Fire Department ambulance program four key services: strategic

policy direction; pre-city and county council budgetary approval; ambulance billing and collection; and revenue for ambulance operations. Therefore, it is hereby granted to CCEMS the following powers:

(a) General Powers

CCEMS shall have the power to acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, and operate, and regulate its operations with a primary purpose of providing high quality emergency medical services to the citizens of Cache County.

(b) Billing

CCEMS shall be responsible for all ambulance billing for both service areas.

(c) No Taxing Powers

Notwithstanding any statutory provisions to the contrary, CCEMS shall have no power to appropriate or cause any funds neither to be raised by taxation nor to levy any taxes.

(d) No Bonding Powers

Notwithstanding any statutory provisions to the contrary, CCEMS shall have no power to issue bonds or allow liens to be placed against real property without the prior consent of the parties.

(e) Additional Powers

CCEMS shall have additional powers and responsibilities to keep and maintain appropriate and necessary records; to make and enter into contracts; to employ employees, agents, and consultants; to accept gifts in accordance with law; and to make the necessary and appropriate by-laws, rules, policies, and regulations regarding CCEMS and its functions subject to applicable federal and state laws, rules, regulations, and this agreement.

(f) Powers Not Enumerated

Powers not specifically granted to CCEMS shall remain with the City and County and their Service Area Directors.

7. CCEMS Governing Board

(a) Designation of Board

CCEMS shall be governed by a governing board designated as the "Cache County Emergency Medical Services Governing Board" (hereinafter referred to as the "Board").

(b) Composition

- 1) The Board shall consist of seven (7) voting members and six (6) non-voting advisory members.
- 2) The voting members of the Board shall include the following:

- a) Two members of the City of Logan Municipal Council;
  - b) Two members of the Cache County Council;
  - c) One member appointed by the City of Logan Municipal Council;
  - d) The Cache County Executive;
  - e) One member appointed by the other six Board members with a minimum of four votes approving the appointment.
- 3) The non-voting advisory members of the Board shall include the following:
- a) The Cache County EMS Coordinator;
  - b) The City of Logan Fire Chief;
  - c) The Medical Control Doctor;
  - d) A State of Utah EMS Representative;
  - e) A 911 Dispatch Representative;
  - f) The Medical Quick Response Council Chairperson.

(c) Tenure

- 1) Each appointed voting member shall be appointed for a term of four years on a staggered term basis. Of the initial appointed members, the member appointed by the Board shall serve an initial term of two years and the member appointed by the Logan Municipal Council shall serve an initial term of three years. Thereafter all terms shall be for four years. Appointed members may be reappointed for consecutive terms.
- 2) In the event of a vacancy caused by the removal, resignation, death, or other unavailability of any appointed member, the appropriate body shall promptly appoint a new Board member to serve the remainder of the term of the vacant position.

(d) Powers

- 1) The Board shall formulate and approve policies, objectives, and guidelines that will enable CCEMS to achieve its stated purpose as set forth in section 6 of this agreement.
- 2) The Board shall approve the provider of ambulance billing services and authorize all contracts entered into on behalf of CCEMS.
- 3) The Board shall authorize and administer the payments of funding as set forth herein to the service areas.

- 4) The Board shall annually submit to the parties a recommended budget for CCEMS and the service areas under the procedures set forth in this agreement.
- 5) The Board shall have such other powers as are appropriate and necessary for the performance of this agreement.
- 6) The Board shall not have any authority over personnel matters, including hiring and termination, of employees.

(e) By-laws

The Board shall adopt by-laws for the CCEMS consistent with the provisions of this agreement.

(f) Rules of Procedure

The Board may establish rules of procedure for its business and operations.

(g) Committees

The Board may create committees, make appointments to such committees, and establish the responsibilities and duties of such committees; however, the Board may not delegate its rights and responsibilities as outlined herein to any committee.

(h) Officers

The Board shall elect a chairman and such other officers, as it deems appropriate.

(i) Meetings

- 1) The Board shall meet at least quarterly, providing that reasonable notice is given to all board members of the time and place of each meeting.
- 2) The Board shall comply with the provisions of Utah Code Annotated, Title 52 Chapter 4, 1953 as amended, for open and public meetings. All meetings of the Board shall be open to the public unless closed pursuant to Sections 52-4-4 and 52-4-5, Utah Code Annotated, 1953 as amended.
- 3) Public notice shall be given of all meetings as required by Section 52-4-6, Utah Code Annotated, 1953 as amended, and minutes kept of all meetings in accordance with Section 52-4-7, Utah Code Annotated, 1953 as amended.
- 4) Quorum and Voting
  - (a) A quorum shall be required for the transaction of all business of the Board.
  - (b) A quorum shall consist of a majority of all voting Board members.
  - (c) All decisions shall require the affirmative vote of a majority, but in no event less than four

(4) of the voting Board members present.

(d) Each board member shall have one vote.

8. Standards for Emergency Medical Services.

The minimum standards, service levels and concepts for operations and logistics for emergency medical services for the service areas shall be as set forth in Exhibit A. Exhibit A may, from time to time, be amended by mutual written agreement of the parties.

9. Funding

The parties agree that CCEMS is an essential operation, which serves the entire Cache County community and the funding of CCEMS should come from the entire Cache County Community. Therefore, it is hereby agreed by the parties that the County, through the appropriate property tax assessment, shall fund CCEMS. Funding may also be derived from Fees for Service, donations and such other sources as the parties approve. The Board and the parties shall approve the budget annually.

10. Fiscal Matters

(a) Standards

The fiscal and financial affairs of CCEMS shall be conducted in compliance with the provisions of generally accepted accounting principles, standards, and regulations for governmental entities as well as applicable federal and state rules, regulations, and standards. The Parties acknowledge that CCEMS shall be a component unit and shall be reported in the County's annual financial statements.

(b) Audit

The Board shall provide for an annual audit of the financial records of CCEMS. The Board may authorize an independent certified public accounting firm, qualified and experienced in governmental audits to perform an independent audit under a written engagement letter specifying the audit services to be performed.

(c) Policies

The Board shall adopt appropriate policies, regulations, and standards for accounting, payments, budgets, and other financial affairs for CCEMS.

(d) Records and Fiscal Services

The Board may contract for records and fiscal services with any entity the Board deems appropriate. Said contract shall provide for maintenance of the records and handling of the fiscal affairs of CCEMS. If any government entity is contracted with to provide such services, they shall be reimbursed for any actual costs incurred for the services, and any materials, books, or records purchased specifically for CCEMS.

(e) Fiscal Year

The fiscal year for CCEMS shall be for the period January 1 to December 31.

(f) Budget

- 1) To address the ever-changing scope and cost of providing emergency rescue services, the Board with the assistance of the Service Area Directors, shall undertake a comprehensive review of the capital and personnel needs of the system. This review shall be performed every three (3) years beginning with fiscal year 2019 and shall serve as the basis upon which a base funding amount reflecting the contribution by each entity to the system may be determined.
- 2) Using the base funding amount established by the Board, the Service Area Directors shall submit to the Board a proposed budget for their respective service area at a time set by the Board. The Board then shall prepare and recommend a tentative budget at least three months prior to the beginning of the fiscal year for CCEMS for which that budget is proposed.
- 3) Upon the approval of the Board, the tentative budget shall be submitted to all parties of this agreement.
- 4) A copy of the final budget as approved by the parties of this agreement shall be given to the Board for implementation.
- 5) The Board may not recommend a tentative budget that is lower than the previous fiscal year's budget plus 3 percent, except for those years in which a new base amount is determined, unless said reduction is requested by both parties to this agreement.
- 6) It is understood that in the event of a reduction in revenues which prevents CCEMS from providing the full 3% annual increase, any shortfall may be passed along to each entity proportionally.

11. CCEMS Staff

Staffing for the CCEMS Authority shall be as determined by the Board.

12. Records and Confidentiality

The Board shall adopt a policy regarding the maintenance, dissemination, and retention of records and information in accordance with Utah Code Annotated Title 63 Chapter 2, 1953 as amended, Government Records Access and Management Act and any applicable federal regulations. The parties agree to abide by the provisions of that policy, as allowed under the applicable law, including any time subsequent to the termination of their membership in CCEMS.

13. Termination

- (a) Termination may occur at anytime, upon the parties entering into a written, mutually agreed upon, Termination Agreement, or;



(b) Termination may occur upon written notice to the non-terminating party at least one (1) year prior to the end of the current budget year, or;

(c) Termination shall be effective immediately upon the termination of the licensure status of CCEMS to provide ambulance service.

14. Disposition of Assets Upon Termination

(a) In the event of termination of this agreement the County and the City shall each retain any real and personal property owned by the respective parties prior to the termination of this agreement, and property owned by CCEMS shall be sold at public auction with the proceeds being divided equally among the County and City.

(b) If applicable, the County and City agree to negotiate mutual aid agreements for ambulance service back up in the event of termination.

15. Limited Obligations

The obligations entered into by each of the parties to this agreement are limited obligations. The debts, liabilities, and obligations of CCEMS shall not constitute debts, liabilities, or obligations of either party except by specific agreements otherwise.

16. Liabilities and Indemnification

(a) CCEMS shall defend, indemnify, save harmless, and exempt the parties to this agreement, and the officers, agents, and employees of said parties from and against any and all claims, litigation, demands, or costs with respect to any injury or damages incident to any willful or negligent acts or omissions by the CCEMS or its officers, agents, or employees including all costs of defense including, but not limited to, court costs and attorney's fees.

(b) The Board shall provide for risk and liability coverage in such amounts, as it deems necessary and appropriate to ensure against claims arising from the operations of CCEMS. Coverage shall be obtained prior to the commencement of operations and shall be maintained at all times during the term of this agreement.

17. Legal Representation

CCEMS, as a separate public entity, may receive legal services by and through the legal departments or representatives of the parties to this agreement, but in the event of litigation may, because of potential conflicts of interest, hire independent legal representation. The legal departments or representatives of the parties are not to be automatically deemed the legal representatives of CCEMS.

18. Cooperation

The parties to this agreement understand the importance of CCEMS and commit themselves to work toward the effective and efficient operation of CCEMS to provide for the health, safety and welfare of the citizens of Cache County

19. Annual Report and Plan

CCEMS shall, at its expense, submit an annual written report of its activities, budget, assets and liabilities, and expenditures and receipts to the parties of this agreement with proposed plans for the following fiscal year.

20. Resolutions and Authorization

This agreement shall not become effective unless and until a resolution has been duly adopted by the legislative body of each party approving this agreement. A copy of the resolution of each party shall be attached to and incorporated into this agreement.

21. Amendments

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.

22. Effective Date

The effective date of this agreement shall be \_\_\_\_\_, 2019.

IN WITNESS WHEREOF, the parties to this agreement have each executed the same in duplicate, each of which will be deemed an original, on the date designated with the execution.

COUNTY OF CACHE

CITY OF LOGAN

\_\_\_\_\_  
Craig Buttars, County Executive

\_\_\_\_\_  
Holly H. Daines, Mayor

Attest:

Attest:

\_\_\_\_\_  
Jill N. Zollinger, County Clerk / Auditor

\_\_\_\_\_  
Theresa, Harris, City Recorder

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Cache County Attorney

\_\_\_\_\_  
Logan City Attorney

**EXHIBIT A**  
Of  
The Interlocal Agreement Between Logan City and Cache County  
Creating  
the  
*Cache County Emergency Medical Services Authority (CCEMS)*

**Performance Standards**

It shall be the policy of the CCEMS Authority encourage Logan City to work towards the provision of a first responder medical unit to areas within Logan City in five minutes or less 90 percent of the time. The CCEMS Authority shall also encourage each of the other jurisdictions within Cache County to work toward the provision of a first responder medical unit to areas within their jurisdiction in 10 minutes or less 90 percent of the time.

It shall be the goal of the CCEMS Authority to provide an Emergency Medical Services Program that provides an intermediate or paramedic level ambulance within 8 minutes or less 90 percent of the time to the following cities: Logan, Providence, River Heights, North Logan, Hyde Park, Smithfield, Nibley, Millville, Hyrum and Wellsville. It shall be the goal of the Authority to provide an ambulance to the remaining communities of Cache County within 20 minutes or less 90 percent of the time.

**Call Triaging**

As a matter of policy, Cache County and Logan City adopts the concept of an Emergency Medical Dispatch (EMD) system that triages EMS calls, utilizing ProQA software through dispatch. Depending on the incident need units are dispatched at an Advanced Life Support level per State Protocol with either a (Paramedic or Advanced) as required by license. The system would, furthermore, recommend dispatch of resources appropriate to the nature of the call.

However, in all reports of an emergency medical incident, the nearest first responder medical company shall be dispatched unless the response distance differential between the ambulance and the first responder is not significant (as determined by the Service Area Director). Furthermore, all first responder agencies retain flexibility to determine the level of their first responder response once so notified.

**Medical Control & Medical Director**

In accordance with state law and/or state EMS regulations, the CCEMS authority shall provide adequate funding to insure appropriate medical control by means of "off-line" physician oversight for both ambulance transport and medical quick response units. In accordance with paragraph 5 of the interlocal agreement, selection of the oversight physician shall be the responsibility of the Logan City Fire Chief and the Cache County EMS Coordinator given the

technical nature of the process. The selection process shall conform with acceptable governmental bidding and accounting practices.

Medical Director:

To promote countywide uniformity and consistency, the same oversight physician shall be utilized by both Logan City and Cache County by means of a single contract issued by the CCEMS authority after the selection of the oversight physician is made. The contract shall stipulate the duties and responsibilities of the oversight physician. At a minimum, the stipulation shall include the physician's responsibility to promulgate and maintain medical control protocols (including "standing orders" and other related EMS response protocols). Such other protocols include, but are not limited to, those pertaining to 9-1-1 dispatch triaging ("priority dispatch") utilized by CCEMS ambulances.

Medical Control:

To further maintain equality between hospitals. The hospital destination protocols utilized by city/county ambulances will be contracted with Bear River Health Department. The medical control contract shall include provision for appeal of the oversight physician's hospital destination protocols, if challenged by an emergency patient receiving facility within Cache County. Also will provide assistance in Health related disasters and situations.

### **Interfacility Transfers**

All interfacility transfers within the county will be conducted by the primary service provider depending on the Zone location and level of treatment needed, either paramedic or advanced level.

All interfacility transfers outside the county will be on a fair and equitable rotation, utilizing the units available in the system.

### **County-wide EMS Structure**

EMS structure and responses are based on call type and

Both sets of responders shall be tied together in an integrated and "seamless" EMS system. This is achieved by means of specific automatic and mutual aid language contained within this Exhibit or contained within mutual/automatic aid agreements between the county and the individual cities and towns.

Logan City's responders shall consist of:

- Three paramedic engine/truck companies E70 or T70, E71, & E72 (2 personnel each)
- Three paramedic or AEMT ambulance(s) R70, R71, & R72 (2 personnel each)
- A paramedic rescue squad(s) (Paramedics utilized from units above) \*to primarily provide paramedic service to Cache County, as required until County has Paramedics in service.
- Automatic aid back up from Cache County's ambulances.
- A paramedic and AEMT/EMT ambulance in North Logan (station 120)

Cache County's responders shall consist of:

- Ambulance 160 AEMT's (2 personnel) Smithfield
- Ambulance 162 and 163 from Smithfield (staffed as needed with part-time/volunteer)
- Ambulance 161 AEMT's (2 personnel) from Hyrum.

This structure has the flexibility for future growth as the county or city population expands, if authorized by the Authority. Advanced life support units may be upgraded in the future to paramedic level as population and call volume increases. Furthermore, funding for additional city or county first responder or paramedic rescue units or ambulances may be provided when circumstances justify expansion that is approved by the Authority.

### **Cache-Logan EMS Operations**

With the structure described above in place, all city and county units would be available to provide for integrated and seamless first responder, rescue (ie., vehicle extrication, etc.), and ambulance transport services countywide. The mechanism to insure such availability would be the automatic aid agreements either contained within the Agreement (for Logan and Cache County) or developed separately between the EMS Coordinator's office and the individual EMS first responder companies or city fire departments.

Logan City/Zone 7 Operations: The nearest paramedic first responder engine company and Rescue would first handle medical emergencies. The closest available rescue (paramedic) and/or engine company would then handle second emergencies and third ambulance to handle the third call. Ambulance 120 will handle all North Logan first medical calls and back up to County A160 or Logan city units, as necessary. Cache County (Ambulances 161 and 162) will handle calls in north and south zones and provide assistance to Logan Zone as necessary. ~~fourth~~

Cache County Operations: In areas of Cache County outside of Logan City/Zone 7, medical emergencies would first be handled by the nearest EMS first responder company and either Ambulance 160 out of Smithfield (for the north county) or Ambulance 161 from Hyrum (for the south county). Additional calls in the North end will be handled by staffing Ambulance 162 and Ambulance 163 (when available). For calls triage as paramedic type calls, a paramedic

squad from Logan will be dispatched. Future growth of placing Paramedics in stations in the county will be accomplished by 2020.

The ambulance stationed in Smithfield and Hyrum are readily available in the event additional ambulances are needed in Logan City service area.

### **Multi-Casualty Incident Protocol**

In order to insure effectiveness of county-wide EMS operations during a major multi-casualty incident, the two service area directors shall develop and implement county-wide, comprehensive Multi-Casualty Incident (MCI) protocol. At a minimum, the protocol shall:

- Be approved by the medical director.
- Be approved by the county EMS council.
- Provide at the scene of an MCI, at a minimum, for the establishment of:
  - Triage, treatment and transport areas (with supervisors for each)
  - Checklist for each area supervisor
  - A patient transportation worksheet for the transport area supervisor
  - Any other key element deemed appropriate by the service area directors.

### **Cache-Logan EMS Logistics**

All logistical needs for the county ambulances shall be ordered and distributed by Logan City, and paid by County through CCEMS.

Specifically, the following logistical support shall be provided to Cache County by Logan City as part of the Agreement:

- On-going provision (refilling) of all operational supplies including, but not limited to, oxygen, medicines, bandages, splints, backboards, fuel, etc. With the exception of fuel, these same supplies shall also be provided to the first responder companies by the on-scene ambulance by mechanism of an on-scene replacement of expended medical supplies with refills.

- Provision of all maintenance and/or repair for the ambulances, also should be paid by CCEMS.
- Training assistance as necessary to Cache County units and personnel.
- Specific to the State EMS Authority requirements of the Ground Ambulance and Paramedic License application process, the full-time state-certified medical training officer (which is the Logan City Fire Department EMS Chief) shall be designated as the "Certified EMS Training Officer" for the CCEMS Authority.
- The primary responsibilities of the CCEMS Certified EMS Training Officer, at a minimum, shall be to:
  - Act as primary training liaison between the CCEMS authority and the State EMS agency;
  - Provide training support, coordination, and correlation for the service area EMS training coordinators (ie., Logan City Fire Department EMS Coordinator for Logan City and Zone 7 and the Cache County EMS Coordinator for all of the remainder of Cache County).