

RESOLUTION 03-02-2021

A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT FOR THE SANTAQUIN CITY FIRE CHIEF

WHEREAS, Santaquin City is a municipality and political subdivision of the State of Utah with the power and authority to create employment positions to serve the needs of the community and hire professional city staff members; and

WHEREAS, the City desires create the position of Full Time Fire Chief and enter into an employment agreement to fill said position

NOW THEREFORE, be it resolved by the City Council of Santaquin City to authorize the Mayor to execute the attached Employment Agreement for the Santaquin City Operations Manager.

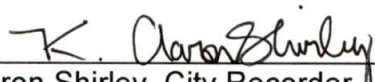
ADOPTED AND PASSED by the City Council of Santaquin City, Utah, this 2nd day of March 2021.

SANTAQUIN CITY



Kirk F. Hunsaker, Mayor

Attest



K. Aaron Shirley, City Recorder

SANTAQUIN CITY FIRE CHIEF EMPLOYMENT AGREEMENT

This Agreement, made and entered into this _____ day of March, 2021, by and between **Santaquin City**, a fourth-class city and political subdivision of the State of Utah (hereinafter called "City") and **Ryan M. Lind**, (hereinafter called "Lind").

WITNESSETH:

WHEREAS, the City is authorized by Utah law to employ a Fire Chief to perform such duties on behalf of the City as may be established by law or ordinance; and

WHEREAS, the City previously adopted an ordinance authorizing the employment of a Fire Chief and establishing certain duties and responsibilities of the same; and

WHEREAS, Lind began his service to Santaquin City as a volunteer fire fighter nearly twenty-two years ago, was hired as a part-time fire fighter with responsibilities over EMS and as part-time law enforcement officer more than twelve years ago, and began his service as a part-time Santaquin City Fire Chief on July 1, 2019; and

WHEREAS, the City is pleased with the service Lind has rendered on behalf of the citizens of Santaquin City and its elected leaders and now desires to transition the responsibility of the Santaquin City Fire Chief into a full time position and enter into an employment contract with Lind and to update the terms and conditions of his employment; and

WHEREAS, Lind is likewise pleased with his employment with Santaquin City and desires to accept the transition of his responsibilities as the Santaquin City Fire Chief into a full time capacity and continue to fulfill the responsibilities of that appointment in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the City and Lind as follows:

1. **EMPLOYMENT.** The City agrees to continue to employ Lind and Lind agrees to continue to be employed by the City, in the capacity of Fire Chief. In his capacity as Fire Chief, Lind shall report directly to the Mayor or his designee concerning those duties for which the Mayor has authority pursuant to state law and/or local ordinance. Lind shall report directly to the City Council when requested to do so concerning those duties for which the City Council has exclusive authority pursuant to state law and/or local ordinance.
2. **TERM.**
 - a. The Fire Chief shall serve at the pleasure of the Mayor and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the governing body to terminate the services of the Fire Chief at any time, subject to the provisions set forth

elsewhere in this agreement. This agreement continues for an indefinite term, until termination with notice as provided herein.

- b. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the Fire Chief to resign at any time from his position with the City subject to the provisions set forth elsewhere in this agreement.
3. **DUTIES.** During the term of this Agreement, Lind, as Fire Chief, or his designee for the City, shall perform those duties designated in section 4.04 of the Santaquin City Code, those duties outlined in the Fire Chief Job Description (Exhibit A), and such additional duties as may be assigned to him from time to time by the Mayor and/or City Council. Lind shall at all times faithfully, diligently and conscientiously perform all of the duties that may be required of and from him pursuant to the express and implied terms of this Agreement in a professional, competent and ethical manner.
4. **TIME AND EFFORT.** Lind shall devote whatever time is necessary to satisfactorily perform the duties of Fire Chief, but it is agreed that Lind shall work, on average, a minimum of forty (40) hours per week. Lind is an exempt non-merit employee and, therefore, does not qualify and is not entitled to receive overtime compensation or compensatory time off.
5. **SALARY.** Beginning on the effective date of this Agreement, Lind's starting salary shall be established at a Grade 27, with credit for 12.7 years of previous service plus cost of living increases as the same may be from time to time approved by the City Council and generally applied to other City employees, less applicable federal and state tax withholdings and other deductions required by law or authorized by Lind, payable in substantially equal installments bi-weekly in accordance with the City's regular payroll schedule. The City may, upon the favorable performance review of Lind by the City, increase the salary of Lind from time to time. The City agrees to conduct at least one annual evaluation of Lind.
6. **BENEFITS.** Lind shall be eligible to participate in the benefit programs of the City that are available to all other regular, full-time employees.
 - a. **Health, Disability and Life Insurance Benefits.** The City agrees to provide life, hospitalization, surgical, comprehensive medical insurance for Lind and his dependents equal to that which is provided to all other full time employees of Santaquin City and to pay the insurance premiums for said insurance.
 - b. **Vacation.** Lind shall receive vacation benefits pursuant to the terms of the Santaquin City employee's policy and procedures. Lind will be credited with 2 weeks of vacation at the execution of this agreement.
 - c. **Sick Leave.** Lind shall accrue sick leave equal to the highest annual accrual provided to other employees pursuant to the City's personnel policies and procedures manual.
 - d. **Holidays.** Lind shall receive paid time off for state and federal holidays the same as provided to all other full-time employees pursuant to the City's personnel policies and procedures manual.

e. **Retirement.** The City agrees to make contributions to Lind's retirement account at the rate set by Utah Retirement Systems.

7. **REIMBURSEMENT OF EXPENSES.** The City shall reimburse Lind for preauthorized expenses necessarily incurred by him in connection with the work performed by Lind for or on behalf of the City upon presentment of an expense reimbursement request containing a detailed itemization of the expenses for which reimbursement is sought, together with receipts or other appropriate documentation relating to those expenses. Preauthorization of expenses shall be in accordance with City policy as established from time-to-time by the City Council.

a. City, subject to the approval and discretion of the City Council, agrees to budget for and to pay for professional dues and subscriptions that are necessary for Lind's continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for Lind's continued professional participation, growth, and advancement, and for the good of the City.

b. City, subject to the approval and discretion of the City Council, agrees to budget for and to pay for travel and subsistence expenses of Lind for professional and official travel, meetings, and occasions to adequately continue the professional development of Lind and to pursue necessary official functions for City.

c. City, subject to the approval and discretion of the City Council, agrees to budget for and to pay for travel and subsistence expenses of Lind for short courses, institutes, and seminars that are necessary for Lind's professional development and for the good of the City.

d. City shall provide Lind with a vehicle for his use in connection with his employment and normal travel to and from employment, which use shall be administered in accordance with the Santaquin City Employee Policy and Procedure Handbook.

8. **COVENANT NOT TO DISCLOSE CONFIDENTIAL OR PROPRIETARY INFORMATION.** Lind acknowledges that, as Fire Chief, he has received and will continue to receive confidential or proprietary information of the City, including such information that may be originated by or imparted to him from time in the course of his employment. Lind agrees that he shall not at any time, whether during the time that he is employed by the City or at any time thereafter, disclose to any person or entity, or use any confidential or proprietary information in any manner whatsoever unless revelation is necessary in the performance of his duties as Santaquin Fire Chief. Upon the request of the City while Lind is employed by the City, or upon the termination of Lind's employment with the City, Lind will turn over to the City all documents, papers or other materials in his possession, custody or control which may contain or be derived from confidential or proprietary information of the City. The term "confidential or proprietary information" shall include, without limitation, all trade secrets, financial information, customer information, litigation strategy, case files, personnel files and all other information involving or reasonably related to the business of the City, and any tangible article which embodies such confidential or proprietary information.

9. **REMEDIES FOR BREACH OF THE COVENANT NOT TO DISCLOSE CONFIDENTIAL OR PROPRIETARY INFORMATION.** In the event of a breach or threatened breach by Lind of the provisions of the covenant not to disclose confidential or proprietary information, a court of competent jurisdiction may issue a restraining order or an injunction against Lind, restraining or enjoining him from taking, copying, using, disclosing, giving, selling, or transferring to any other person or entity any of the City's confidential or proprietary information. In addition, the City shall be entitled to any and all other remedies available to the City at law or in equity, and no action by the City in pursuing a given remedy shall constitute an election to forego other remedies.
10. **ADHERENCE TO CITY POLICIES.** Lind agrees to comply with the City's personnel policies and procedures, to the extent that such policies and procedures are not contrary to or inconsistent with the terms of this Agreement. To the extent that any provisions in the City's personnel policies and procedures are contrary to or inconsistent with the terms of the Agreement, the terms of this Agreement shall apply.
11. **TERMINATION.** For the purpose of this Agreement, termination shall occur upon:
- a. Voluntary Termination by Lind, including but not limited to;
 - 1. Written resignation;
 - 2. Oral communication of resignation to a superior; or
 - 3. Failure to appear for duties in violation of the Policies & Procedure Handbook;
 - b. Termination for Cause. Termination for Cause occurs when the City terminates Lind's employment for any of the following reasons:
 - 1. Lind is unable to perform the duties of Fire Chief as described in paragraph 3 hereto;
 - 2. Lind is terminated for cause pursuant to the provisions of the Employee Policies & Procedures Handbook; or
 - 3. Lind is terminated for a material breach of this Agreement.
 - c. Involuntary Termination occurs when:
 - 1. a majority of the governing body votes to terminate Lind at a duly authorized public meeting without cause;
 - 2. Lind resigns within two (2) working days of an action by the City, citizens, or the state legislature to amend any provision of Santaquin City Code or Utah Code pertaining to the role, powers, duties, authority, responsibilities of the position of Fire Chief that substantially alters the position of Fire Chief;
 - 3. Lind resigns within two (2) working days of an action by the City Council that reduces the base salary, compensation or any other financial benefit of Lind, unless it is applied in no greater percentage than the average reduction of all department heads; or

4. Lind resigns within two (2) working days of an offer to accept resignation, whether formal or informal, by a vote of the majority of all members of the governing body without cause.

12. **SEVERANCE PAY.** Upon Involuntary Termination, the City shall cause Lind to be paid any unpaid balance of his salary, vacation, and sick time in accordance with the Santaquin City Employee Policy and Procedure Handbook, accrued through the date of his removal together with his salary at the same rate for the next six (6) calendar months following the date of his removal. Severance shall be paid in a lump sum unless otherwise agreed to by the City and by Lind. Apart from payment of six (6) months of salary there are no other payments, benefits or entitlements pertaining to severance. Lind shall not be entitled to such severance pay in the event of termination; including Voluntary Termination or Termination for Cause.

13. **OTHER AGREEMENTS.** Lind warrants that, to the best of his knowledge, the execution and delivery of this Agreement and the performance of his duties hereunder will not violate the term of any other agreement to which he is a party or by which he is bound.

14. **NOTICES.** Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:
 - a. **CITY:** Santaquin City, 275 West Main Street, Santaquin, Utah 84655
 - b. **LIND:** Ryan M. Lind, 756 North 100 West, Santaquin, Utah 84655

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

15. **MISCELLANEOUS.**
 - a. **Attorney's Fees and Costs.** In the event that either party commences an action to enforce the terms of this Agreement, or to recover for its breach, the prevailing party shall be entitled to recover from the non-prevailing party his or its attorney's fees and costs incurred therein.

 - b. **Headings.** The headings used herein are inserted for convenience only and shall not be construed as having any substantial significance or meaning whatsoever.

 - c. **Assignability.** The rights and duties under this Agreement are not assignable by Lind.

 - d. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors and assigns.

 - e. **Entire Agreement.** This Agreement sets forth the entire agreement between and among the parties regarding the specific subject matter of this Agreement, and this Agreement supersedes and terminates all prior agreements, representations and

understandings, written or oral, pertaining thereto. All obligations shall commence upon the effective date of this Agreement. Any modifications, amendments, or changes to this Agreement will be binding upon the parties only if agreed upon in writing by the parties.

- f. **Effect of Waiver.** No waiver by any party of any breach of any term or provision of this Agreement shall be construed to be, nor be, a waiver of any preceding, concurrent or succeeding breach of the same, or of any other term or provision hereof.
- g. **Unenforceable Provisions.** In the event that any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining parts herein shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included herein.
- h. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.

(Signature Page Follows)

DATED this 3rd day of March, 2021.

SANTAQUIN CITY


Kirk E. Hunsaker, Mayor

ATTEST:


K. Aaron Shirley, Recorder


Ryan M. Lind, Fire Chief

Exhibit A: Santaquin City Fire Chief Job Description



Job Description

Title:	Fire Chief	Code:	650
Division:	Public Safety	Effective Date:	03/13
Department:	Fire	Last Revised:	12/20

GENERAL PURPOSE

Performs general administrative, technical duties and emergency services duties related to planning, organizing, directing, staffing, and coordinating fire prevention and suppression activities as well as directing and coordinating Emergency Medical Services (EMS) on behalf of the city.

SUPERVISION RECEIVED

Works under the broad policy guidance and direction from the Mayor, or designee

SUPERVISION EXERCISED

Provides general supervision to Fire Fighters, Emergency Medical Technicians (EMTs) and Paramedics directly or through assigned supervisors.

Implements incident response protocols and training as outlined by the National Incident Management System (NIMS).

ESSENTIAL FUNCTIONS

Plans, directs and administers fire prevention and suppression programs and EMS operational procedures of the city; develops city policy into action plans and strategies; Recommends changes in fire ordinances and codes; directs fire code enforcement programs and practices; Performs as Fire Marshal and Inspector; determines essential resources needed to achieve program objectives and recommends equipment and material acquisitions.

Coordinates and manages contacts with outside agencies, including, but not limited to, Utah State Fire Marshal, Utah State Department of Health, Bureau of Emergency Medical Services, Utah Fire & Rescue Academy, etc.; assures quality of departmental operations as needed to maintain highest possible departmental rankings and certifications. Attends Fire/EMS meetings, Local Emergency Planning Committee (LEPC) meetings, County Fire Chief's Meetings, County EMS Meetings, South County EMS Meetings and other meetings pertinent to the administration and coordination efforts of Santaquin City Fire/EMS operations.

Prepares and administers department budget; monitors expenditures to assure conformity to established fiscal constraints; prepares and writes reports on department activity; Seeks and applies for alternative funding through grants and other financial programs targeting Fire/EMS operations and safety. Submits all required reports for Fire/EMS to State agencies; processes billings for all Fire/EMS calls for service.

Exhibit A: Santaquin City Fire Chief Job Description

Ensures vehicles and equipment are in working order and are fully inspected and certified; Schedules repairs when necessary; maintains adequate inventory of supplies as required for State certification; conducts periodic inspection of vehicles, equipment and inventory of supplies.

Reviews site plans, subdivision plans, building specifications and prints to assess compliance with fire safety codes and standards; participates as member of State and local committees (e.g. safety committee, development review committee, risk management committee, etc.)

Exercises supervision over department personnel; establishes policies, rules and regulations as deemed necessary and expedient for suppression operations and prevention programs; assigns and evaluates work; disciplines personnel when necessary; supervises departmental training related to fire prevention, suppression, investigation, emergency medical response, equipment maintenance and hazardous materials handling; coordinates and schedules "on-call" schedules.

Coordinates and participates in interviewing, screening and hiring of new fire department personnel in coordination with Human Resources and in compliance with the Santaquin City Employee Policies and Procedures Handbook; participates in the planning and implementation of Fire/EMS drills; conducts department meetings; updates and informs personnel of new policy changes or procedures implements yearly evaluations.

Directs departmental emergency response and emergency medical program; participates in and/or delegates investigation of fires (24 hours a day); determines the magnitude and needs of the fire and/or hazardous material incident to expedite suppression or containment and minimize property loss.

Responds to fires, accidents, medical calls and other required incidents and performs leadership responsibilities following NIMS protocols (e.g. directs Firefighters/EMTs in the performance of their duties; makes decisions concerning effective Fire/EMS strategy, water source usage, overhaul, removal of property, and blockading streets or other entrances while a fire or incident is in progress for the protection of life and property, etc.)

Conducts public meetings or issues public notices to inform citizens of fire hazards in the community and activities of the Fire Department; enforces rules and regulations established for protection of life and property; makes presentations to schools and civic groups; develops and maintains good public relations with the community.

Develops and oversees station house maintenance and general upkeep; assures upkeep and functional operation of all equipment and firefighting apparatus; Assures department readiness to deliver efficient and effective response to Fire/EMS incidents.

Coordinates with Public Works and Engineering departments in the planning of water lines, reservoir systems, installation of hydrants and repair or replacement of hydrants. Obtains from the Public Works and Engineering department current location maps of hydrant system showing flows, valves, etc.

Oversees the implementation of inspection programs on local establishments, schools, pre-schools and other high priority safety environments; Coordinates Fire/EMS drill exercises; directs the preparation of regular reports and submits to school administrators, State and/or Federal agencies.

Oversees and issues burning permits; Conducts site reviews to confirm compliance with burn regulations and ordinances; advises citizens regarding safety methods and precautions related to open burning.

Performs related duties as required.

Exhibit A: Santaquin City Fire Chief Job Description

MINIMUM QUALIFICATIONS

1. Education and Experience:

- A. Graduation from a college or university with a bachelor's degree in a related field; plus, sufficient education and training to demonstrate ability to perform duties set forth above and related duties;

AND

- B. Eight (8) years progressively responsible experience in fire, emergency management operation and other related public safety services, plus four (4) years of progressively responsible, related supervisory or leadership/management experience;

OR

- C. An equivalent combination of education and experience.

2. Knowledge, Skills and Abilities:

Considerable knowledge of laws, ordinances, codes, and regulations effecting goals, objectives, and department operation; principles and practices of fire prevention and suppression; maintenance requirements and practices of Firefighting & EMS equipment and apparatus; departmental rules, policies and regulations; City geography; emergency medical practices and procedures.

Working knowledge of principles of supervision and management practices and procedures; budget development and preparation; common fire and chemical hazards and related safety precautions; public speaking and interpersonal communication skills; modern practices related to personnel training, management and motivation; Firefighting/EMS techniques and equipment; fire/arson investigation procedures.

Skill in the evaluation of tactical and operational requirements of conflagration situations.

Ability to plan, organize and direct the implementation of overall Fire/EMS Department programs and objectives; direct and supervise various levels of professional Firefighters and EMTs; evaluate performance without partiality; communicate effectively, verbally and in writing; make quick and accurate decisions in emergency situations; develop effective working relationships with local elected officials, city merchants, subordinates, surrounding Fire Departments and the public.

3. Special Qualifications:

- A. Must possess a valid Utah Driver's license without any suspensions or revocations from any state.
- B. Must possess and maintain the following certifications: Firefighter I and II, Fire Officer I, HAZMAT First Responder Awareness, HAZMAT First Responder Operation, Wildland Red Card, Apparatus Driver Operator (ADO), Advanced EMT, National Incident Management Systems (NIMS) I, II and VII.
- C. Must complete the following certifications within one year of hire: Fire Inspector I and National Incident Management Systems (NIMS) III, IV and VIII.
- D. Must live within a 20-minute response time to the Fire Station.

4. Physical Demands and Work Environment:

Exhibit A: Santaquin City Fire Chief Job Description

Functions of the position are generally performed in a controlled environment, but subject to all seasonal and weather extremes. Emergency response travel, exposure to hazardous material, chemicals and high noise levels expected in normal course of performing duties. Often works in and around vehicular traffic. Tasks require a variety of physical activities, which may involve muscular strain, such as walking, standing, stooping, sitting, reaching and lifting medium to heavy weights up to 75 lbs or more on a regular basis. Many functions of the work pose a high degree of hazard uncertainty. Various levels of mental application required (e.g. memory for details, emotional stability, discriminating thinking, creative problem solving); and continuous use of motor skills.

NOTE: All Santaquin City employees must successfully complete a pre-employment drug test and criminal history check following a conditional offer of employment.

Employees required to drive a motor vehicle as an essential job duty will be required to successfully complete a motor vehicle record (MVR) check following a conditional offer of employment.



Disclaimer: The above statements are intended to describe the general nature, level, and type of work performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, demands, and skills required of personnel so classified. The Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes any earlier versions. **SANTAQUIN CITY IS AN EQUAL OPPORTUNITY EMPLOYER AND PROVIDER.**

I _____ have reviewed the above job description. Date: _____

(Employee)