

# Santaquin City Resolution 09-04-2012

## A RESOLUTION AUTHORIZING A WILDLAND FIRE TRUCK RENTAL AND EMPLOYMENT AGREEMENT WITH LANCE WOLLEBAEK

**WHEREAS**, Santaquin City intends to enter into a Memorandum of Understanding (MOU) with the Utah Division of Forestry, Fire and State Lands to provide Wildland Fire Fighting Resources under Santaquin City Resolution 09-03-2012; and

**WHEREAS**, Mr. Lance Wollebaek currently owns and operates a Type 6 Wildland Fire Fighting Brush Truck and desires to provide said vehicle and personnel to staff said vehicle for Wildland Fire Fighting response inside and outside the State of Utah; and

**WHEREAS**, utilizing said resources under the authority of the Santaquin City Fire Department provides Mr. Wollebaek a greater opportunity for the vehicle to be called up for active duty assignments; and

**WHEREAS**, utilizing said resources under the authority of the Santaquin City Fire Department provides opportunity for the department to secure additional funding for much needed supplies and equipment while also providing training and staffing opportunities for current Santaquin City Fire Department personnel; and

**WHEREAS**, it in the interest of both parties to insure that all variable and fixed costs of operating a Wildland Fire Truck (e.g. wages, insurances, supplies, startup costs, etc.) follow a reimbursement schedule prior to the distribution of proceeds for other purposes; and

**WHEREAS**, an Agreement that outlines the rental of said vehicle and defines the terms of employment of seasonal Wildland Fire Fighters along with revenue sharing provisions is in the best interest of both parties.

**NOW THEREFORE**, be it resolved by the City Council of Santaquin City to enter into the attached Agreement.

ADOPTED AND PASSED by the City Council of Santaquin City, Utah, this 3<sup>rd</sup> day of October, 2012.

SANTAQUIN CITY



James E. DeGraffenried  
James E. DeGraffenried, Mayor

Attest

Susan B. Farnsworth  
Susan B. Farnsworth, City Recorder

## WILDLAND FIRE TRUCK RENTAL AND EMPLOYMENT AGREEMENT

This Agreement is entered into as of 3 day of October, 2012 between the City of Santaquin, Utah, a political subdivision of the State of Utah (as "City"), and Mr. Lance Wollebaek (as "Wollebaek"), who agree as follows:

1. **Rental of Fire Truck.** Wollebaek agrees to rent a 2007 Ford F-550 Type 6 Wildland Fire Engine and associated equipment (as "Engine") [See Exhibit A] to the City for the purpose of fighting Wildland Fires under a Memorandum of Understanding (MOU) with the State of Utah, Department of Natural Resources, Division of Forestry, Fire and State Lands (as "Division") [See-Exhibit B].
2. **Term of Agreement.** This Agreement shall commence as of the date hereof and continue through December 31, 2013. This agreement shall automatically renew annually for an additional twelve (12) month period unless written notice has been submitted by either party to discontinue.
3. **Exclusive Use** – During the term of this agreement the Engine will be used solely for the benefit of the City under the terms of this Agreement and not for the benefit of any private individual.
4. **Termination.** This Agreement may be terminated at any time by either party with thirty (30) days written advance notice.
5. **Santaquin City Agrees To:**
  - a. **Memorandum of Understanding (MOU)** - administrate all the necessary agreements between the Santaquin City Fire Department, Utah County, and the Division to allow the Engine to be used as a state resource for incidents inside and outside of the State of Utah; and

- b. Vehicle Registration and Inspection - pay for the inspection and registration of the Engine under the name of Santaquin City as a Stage 3 cost pursuant to paragraph 7.c. of this Agreement. *(Any vehicle maintenance required to pass the vehicle inspection shall be considered a direct cost under Stage 2 pursuant paragraph 7b of this Agreement )*; and
- c. Vehicle Insurance – acquire vehicle insurance on the Engine to coverage levels that meet or exceed those outlined in the Division’s Fire Department Manual and Division Rate Book as a Stage 3 cost pursuant to paragraph 7.c of this Agreement; and
- d. Vehicle and Personnel Identification – supply magnetic Santaquin City Fire Department emblems to be placed on the doors of the Engine and seven (7) T-shirts for each Transitioned Personnel (see paragraph 5.e.) identifying them as Santaquin City Fire Fighters as a Stage 3 cost pursuant to paragraph 7.c. of this Agreement; and
- e. Transitioned Personnel – hire, as Santaquin City seasonal employees, Mr. Wollebaek and six additional personnel members under a new “seasonal” Wildland Engine Boss or Wildland Fire Fighter designation. Note: all prospective personnel must meet Santaquin City hiring requirements including background checks and pre-employment drug testing. Employment is not guaranteed. Transitioned personnel will be retained as “At Will” employees subject to the Santaquin City Policies and Procedures. Employees participating under this program will report to Wollebaek who

will report to the Santaquin City Manager for financial related matters and the Santaquin City Fire Chief for operations and all other matters.

- f. Non-Transitioned Personnel – provide Personal Protective Equipment (PPE) and Santaquin City Wildland Fire Fighter T-shirts to all current Santaquin City Fire Fighters (Non-Transitioned Personnel) who qualify and choose to participate in Wildland Fire Fighting response through the MOU. Non-Transitioned Personnel that participate in said response shall be paid at the same rate of pay as Transitioned Personnel commensurate to pay schedule of paragraph 7.a and the position assigned through scheduling. This pay shall be in-lieu of normal volunteer wages paid which shall not accumulate under a Wildland Fire Fighting Response as outlined by this Agreement; and
- g. Accounting and Payroll Administration – shall maintain all financial records for the processing of payroll and accounts payable with respect to this Agreement. Wollebaek (in coordination with the assigned Wildland Engine Boss) shall generate reports and billing which shall be reviewed and approved by the Santaquin City Administration. Santaquin City shall submit billings and reports to the Division and shall receive all financial proceeds in accordance with the provision of the Division's MOU. Upon receipt of said funding, Santaquin City shall distribute the proceeds in accordance with Paragraph 7 – Financial Distribution Schedule of this Agreement.

6. **Lance Wollebaek Agrees To:**

- a. **Fire Truck and Associated Equipment** – provide the Engine for use as a Wildland Fire Response Vehicle outside the city limits of Santaquin City; and
- b. **Dispatch Contact** – be the primary contact for dispatch requests for assignments outside the Santaquin City limits. Acting in this capacity, Mr. Wollebaek shall determine if there is sufficient personnel to staff a Wildland Fire Response, and if so, shall accept and respond to said calls; and
- c. **Vehicle Storage** – Mr. Wollebaek shall also provide secure storage for the Engine and shall be responsible for all damages to the Engine while in said storage; and
- d. **Transitioned Personnel** – shall provide Personal Protective Equipment for all Transitioned Personnel; and
- e. **Training** – provide orientation training at no cost to all Transitioned and Non-Transitioned Personnel for Wildland Fire Fighting Response pursuant to the use of this Engine under the terms of this Agreement; and
- f. **Submission of Records** – shall submit all reports to the City who shall review, approve and submit said reports to the Division as outlined in the MOU. Wollebaek, acting in the capacity of the Dispatch Contact and/or Engine Boss, shall be responsible for the submission of all receipts for direct costs (e.g. fuel, hotel, and miscellaneous expenses) for processing by the Santaquin City Administration Staff.

7. **Financial Distribution Schedule.** Gross financial proceeds shall be paid under the following schedule:

a. **Stage 1 – Wages (and other variable costs).** For every hour billed to the Division under the MOU and for which funding has been received by the City, wages and all corresponding variable cost of deployment (e.g. FICA, Federal, State withholdings, etc.) shall be paid prior to the distribution of proceeds for any other Stage or purpose. *(The hourly wage for a Wildland Engine Boss is established at \$25/hour with no overtime pay provision and the hourly wage for a Wildland Fire Fighter is established at \$15/hour with no overtime pay provision. Wages are subject to change upon written approval of both parties to this Agreement.)*

**Stage 2 – Direct Costs.** All direct costs incurred while responding to a Wildland Fire including, but not limited to Meals Ready to Eat (MREs), fuel, supplies, foam, hotel costs, etc. shall be reimbursed to the purchasing party. *(Note: the Engine Boss is responsible for all operational and travel purchases during an assignment. All receipts shall be submitted by the Engine Boss at the end of the assignment and shall be reviewed, reconciled and approved by both parties to this Agreement.)*

Operational maintenance costs such as oil changes, tires, batteries, etc. shall be considered a Stage 2 cost and must be preapproved by both parties to this Agreement prior to purchase. *(Note: Any unanticipated direct costs incurred, not specifically related to responding to a Wildland Fire as outlined above, (such as unemployment claims or other*

*unanticipated cost) shall be considered a Stage 2 reimbursement schedule.) All Stage 2 costs shall be paid prior to the distribution of proceeds for any other Stage or purpose except for Stage 1 expenditures.*

- b. Stage 3 – Startup Costs. All startup costs fronted by the Santaquin City Administration Department shall be reimbursed to said department prior to the distribution of proceeds for any other Stage or purpose except for Stages 1 and Stage 2 expenditures. Those startup costs include:

Schedule of Startup Costs:

- i. Vehicle & Equipment Insurance (Estimated Cost \$386 annually)
  - ii. Vehicle Inspection (Estimated Cost \$20 annually)
  - iii. Background Check (Estimated Cost \$22/employee)
  - iv. Pre-Employment Drug Screening (Estimated Costs \$55/employee)
  - v. T-Shirts (Estimated Cost \$5/shirt) – (7 shirts per employee)
  - vi. Magnetic emblems (Estimated Cost \$75)
- c. Stage 4 – Profit – If unexpended funds are available after the payment “in full” of all Stages 1, 2, and 3, remaining funds shall be paid to Wollebaek and to the Santaquin City Fire Department under a 90%/10% split respectively until said payments to Wollebaek total \$15,000. For distributions in excess of \$15,000 to Wollebaek shall be split under a 75%/25% ratio respectively.

8. Modification or Replacement of Equipment. The Engine currently meets National standards and modifications are not anticipated. If modifications are desired or required they must be submitted in written form and preapproved by



both parties to this Agreement. Normal replacement of equipment for wear and tare shall be the responsibility of Wollebaek.

9. **Replacement of Apparatus.** Replacement of apparatus will require an amendment to this Agreement approved by both parties.
10. **Compliance with Laws.** Wollebaek and/or designated Engine operators shall fully comply with all laws and regulations with respect to City's use of the Engine.
11. **Enter Agreement.** This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements between the parties. This Agreement may not be changed by any party hereto except by written approval of both parties.
12. **Notices.** Any notices required to be sent to the parties hereunder may be made by personal deliver or by certified or registered mail, return receipt requested.

a. Wollebaek

Lance Wollebaek  
708 East 650 South  
Santaquin, Utah 84655

b. City

Santaquin City  
Attn: City Manager  
275 West Main Street  
Santaquin, Utah 84655

13. **Partial Invalidity**. The invalidity or unenforceability of any term, covenant or condition of this Agreement shall not affect the validity of the remainder of this Agreement, which shall continue to be valid and enforceable.

14. **Default and Attorney's Fees**. Either party defaulting in any of the covenants or agreements contained herein shall pay all costs and expenses, including reasonable attorney's fees, incurred by the other party in enforcing its rights arising under this Agreement, whether incurred through legal action or otherwise.

15. **Binding**. This Agreement shall be binding upon the inure to the benefit of the parties hereto, their heirs, agents, personal representatives, successors and assigns.

16. **Assigns** – Neither party can assign without the written approval of the other party.

17. **Paragraph Numbering and Headings**. Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meaning, construction or effect of the Agreement.

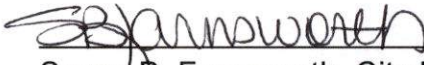
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.



SANTAQUIN CITY

  
James E. DeGraffenried, Mayor

Attest:

  
Susan B. Farnsworth, City Recorder

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Lance Wollebaek