



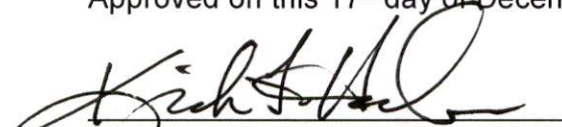
**RESOLUTION 12-03-2019**  
**A RESOLUTION APPROVING A MEMORANDUM OF**  
**UNDERSTANDING (MOU) BETWEEN THE UTAH**  
**DIVISION OF FORESTRY, FIRE AND STATE LANDS AND**  
**THE SANTAQUIN FIRE DEPARTMENT**

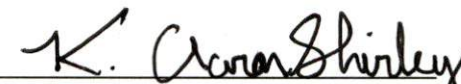
**BE IT HEREBY RESOLVED:**

**SECTION 1:** The attached document represents the Memorandum of Understanding (MOU) between the Utah Division of Forestry, Fire and State Lands and the Santaquin Fire Department.

**SECTION 2:** This Resolution shall become effective upon passage.

Approved on this 17<sup>th</sup> day of December 2019.

  
Kirk F. Hunsaker, Mayor

  
K. Aaron Shirley, City Recorder





**Utah Wildfire Resource Memorandum of Understanding**  
**Between**  
**Utah Division of Forestry, Fire, and State Lands**  
**And**  
Santaquin

This Utah Wildfire Resource Memorandum of Understanding (“UWRMOU”) is made by and between Santaquin, an eligible entity as described in Utah Code § 65A-8-203 (1) (a), hereinafter referred to as the “Department” or “District” as appropriate, and the State of Utah, Department of Natural Resources, Division of Forestry, Fire and State Lands, hereinafter referred to as “Division”. This UWRMOU is an addendum to the Cooperative Agreement between the Division and the Department or District. The “Department” or “District” and the “Division” shall hereafter be referred to jointly as “Parties”.

**PURPOSE OF UWRMOU:**

This UWRMOU provides a mechanism for procurement, use, and compensation for services provided to the State of Utah and its cooperators by the Department or District outside of its jurisdictional area of responsibility or service area pursuant to cooperative agreements, operating plans, closest forces agreements, and suppression resource needs in support of fire management activities.

This UWRMOU may also be used for the purposes of procuring personnel and equipment for the purposes of other fire management activities, under the direction of the Division, such as fuels mitigation and prescribed fire projects both inside and outside of the Department or District’s jurisdictional area. Any project work with costs exceeding \$5,000 must be done under the conditions of a separate agreement.

Due to safety concerns, insurance liability, and the intent of the program, this MOU does NOT support or allow for the use of Supplemental Firefighters and/or Supplemental Fire Department Resources as defined in this agreement.

**DEFINITIONS:**

- Cooperative Agreement                      An agreement between the Division and an Eligible Entity wherein the Eligible Entity agrees to meet a Participation Commitment and provide Initial Attack for wildland fire, and the Division agrees to pay for wildland fire suppression costs following a Delegation of Fire Management Authority as found in Utah Code § 65A-8-203.1 (2017), as well as all aviation asset costs charged to the incident.
  
- Closest Forces                                      The use of the closest available appropriate qualified firefighting resources, regardless of agency, for initial attack.
  
- Eligible Entity                                      As defined in Utah Code § 65A-8-203 (2017), a county, municipality, special service district, local district, or service area with wildland fire

Supplemental Fire Fighters Or Supplemental Fire Department Resources	Overhead and equipment that is not considered a permanent part of the Department or District and is not required to attend scheduled training, meetings, or respond to local emergencies etc. of the Department or District.
MOU Advisory Council	The MOU Advisory Council convened by the Utah State Forester to advise and support the Utah Division of Forestry, Fire and State Lands' Wildfire Management Program's oversight and implementation of the UWRMOU

**RECITALS:**

WHEREAS, it is in the best interest of the State of Utah and its cooperators to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and,

WHEREAS, the Department or District may have the capability to respond and suppress fires under the jurisdiction of the Division and/or its cooperators in a more timely and effective basis than any other assets or resources in the state; and,

WHEREAS, the Department or District may have the capabilities and resources to assist the Division with fire hazard mitigation projects that mutually benefit both parties; and,

WHEREAS, the Department or District represents that it is a duly constituted fire department, fire district, or non-profit association or political subdivision of the State of Utah authorized to provide fire protection within the boundaries of the **map attached** hereto and by reference made a part hereof (Appendix A); and,

WHEREAS, the Department or District, may also have a limited number of units of firefighting equipment, that can be made available to the Division for fire management work.

NOW THEREFORE, the parties to this agreement do hereby agree as follows:

**The Division Agrees:**

1. To provide personnel and wildland firefighting resources inside the jurisdictional boundary of the Department or District when deemed available by the Division, and when the Department or District has exhausted its own resources or capabilities and has requested assistance from the Division and / or its cooperators. Payment for the Division's and cooperator resources will be based upon the suppression resources furnished at the actual cost of those resources to the Division as described in Utah Code § 65A-8-203.2, unless otherwise provided in a Cooperative Agreement with the Division as provided in Utah Code § 65A-8-203.
2. To make available organizational training, technical assistance, and other expertise as available to the Department or District.
3. To make available such firefighting equipment as can be obtained and is suitable for the use of the Department or District in fire management work through programs such as FEPP by custodial agreement and the terms set forth in the Cooperative Fire Protection Agreement with the Counties throughout Utah.
4. To produce, update, and distribute a handbook or manual that references rates, procedures and other references associated with this UWRMOU.
5. To provide necessary forms as needed by the Department or District in executing its



A profile must be set up in FBS before any billing can be submitted. Contact your local area office for any further assistance in setting up your profile.

8. To submit claims for reimbursement to the Division's area office within thirty (30) days after the release of its workforce and/or equipment, or as soon as possible, in the manner and form prescribed by the Division. **No claims for reimbursement will be accepted after the end of the calendar year.**
9. To maintain wildland fire training qualifications and equipment standards as set forth by the Division. Personnel requested for structure protection on wildland urban interface or similar fires will be qualified to the level required for their structural firefighting position **and** basic wildland firefighter (i.e. "red card") certifications.
10. To provide self-insurance or the following insurance with a carrier authorized to conduct business within the State of Utah with the following minimum coverage:
  - a. Workers' Compensation - Statutory for State of Utah
  - b. Employers' Liability;
    - i. \$100,000 each accident;
    - ii. \$100,000 each employee disease; and
    - iii. \$500,000 each policy limit disease
  - c. Commercial general liability limits of \$1,000,000 per occurrence and general aggregate limit. The policy shall contain a severability of interest provision, which shall include coverage for:
    - i. Bodily injury;
    - ii. Property damage;
    - iii. Premises liability; and
    - iv. Personal injury.
  - d. Automobile insurance coverage of \$1,000,000 combined single limit for each occurrence for all owned, hired or non-owned vehicles, applicable to claims arising from bodily injury or death to any person or damage to property arising out of the ownership, maintenance or use of any vehicle.
  - e. Annual Certificate of Insurance or Proof of Self-Insurance shall be provided to the Division as evidence that policies providing the required coverage and limits are in full force and effect.

**IT IS MUTUALLY AGREED:**

1. The Parties to this UWRMOU shall each be responsible for their own losses arising out of the performance of this Agreement and each Party hereby waives any claim against any other Party for any loss, damage, personal injury, or death in the Party, or its employees or agents, occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Party from responsibility for claims of third parties for losses for which the Party is otherwise legally liable. Third party claims will be processed by the protecting agency.

To the fullest extent permitted by law, the Division, the State of Utah and the Department of Natural Resources and the Department or District mutually agree to defend, indemnify and hold each other and their agents and employees harmless from and against all claims, damages, losses and expenses relating to, arising out of, resulting from, or alleged to have resulted out of any fire management activity conducted pursuant to this agreement, except that each party shall bear liability for its own intentional and negligent acts or omissions and the intentional and negligent acts or omissions of its employees or agents.

the Governmental Immunity Act of Utah, UCA 63G-7-101 et.seq. The parties expressly claim the privileges and immunities contained in of the Governmental Immunity Act of Utah, including but not limited to the limitations of liability contained therein.

10. That the Department or District will be hired and reimbursed as set forth in the Fire Department Rate Agreement.
11. Equipment under the Fire Department Rate Agreement will not receive reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear or loss. Damage which occurs as the result of driver / operator negligence or poor maintenance will be the responsibility of the Department / District.
12. Replacement of expendable supplies such as, but not limited to foam concentrate, MRE's, backfiring fusees, etc. may be replaced by the incident by use of a general message form or use of the Fire Incident Replacement form and approved by the line supervisor or a Division representative.
13. Fire department personnel under agreement with the State, are eligible for 2 days of paid Rest and Recovery (R&R) after an assignment of fourteen or more consecutive days outside their area of jurisdictional responsibility. Cost of R&R will be charged to the ordering incident.
14. This agreement may be modified only by a written amendment signed by the parties. However, if mutually agreed, the parties may enter into specific supplemental written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
15. The Division does not sponsor Supplemental Fire Department Resources. There will be no reimbursement for supplemental resources.
16. Either party may terminate this agreement by written notice given to the other party, thirty (30) days in advance of the effective date of such termination.
17. The parties' performances under this agreement shall be without discrimination as to race, color, creed, sex, or national origin.
18. All notices required by this agreement shall be in writing delivered to the person and address specified below or to such other persons or addresses as either party may designate to the other party by written notice.
19. Signature of this agreement by a Department or District constitutes acceptance of rates as described in the annual publication of the *Fire Department Manual and Rates*.
- 20.