Santaquin City Resolution 07-04-2016

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE STATE OF UTAH-DIVISION OF FORESTRY, FIRE & STATE LANDS FOR THE PURPOSE OF ENHANCING AND INCREASING A WILDFIRE FUEL BREAK ALONG SANTAQUIN CITY'S EASTBENCH

WHEREAS, it is the responsibility of the State of Utah and the City of Santaquin to protect life and property from damages caused by wildland fires; and

WHEREAS, it is in the best interest of the both parties to work in cooperation to reduce the risk of wildfire spreading into Santaquin City's residential areas by enhancing and increasing the fuel break along the city's east bench;

NOW THEREFORE, be it resolved by the City Council of Santaquin City to enter into the attached Cooperative Agreement with the State of Utah-Division of Forestry, Fire & State Lands.

ADOPTED AND PASED by the City Council of Santaquin City, Utah, this the 20th day of July, 2016.

SANTAQUIN CITY

Kirk F. Hunsaker, Mayor

Attest:

Susan B. Farnsworth, City Recorder

Blannword

SATE OF WAY

COOPERATIVE AGREEMENT

BETWEEN

STATE OF UTAH-DIVISION OF FORESTRY, FIRE & STATE LANDS

AND

SANTAQUIN CITY

I INTRODUCTION

The State of Utah Division of Forestry, Fire and State Lands (FFSL) and Santaquin City (City) are entering into a cooperative agreement to enhance and increase the East Bench fuelbreak with goats. The City will provide the goats and materials for their management for the duration of the treatment.

II PURPOSE

To create a fuel break and reduce the risk of wildfire spreading into the community of Santaquin from the east and to protect homes from the spread of wildfires in the area. The fuel break will be approximately 1.5 miles long on the eastern border of the City, 300' in width. Additional treatment area can include adjacent property outside of the fuelbreak. FFSL will contribute up to, but not to exceed \$15,000 for the project.

III RESPONSIBILITIES AND PROCEDURES

A. FFSL will:

- 1. Pay the City up to but not to exceed \$15,000 upon successful completion of the work.
- 2. Not be held responsible for damage or liability caused by equipment or goats.

B. City will:

- 1. Provide FFSL with an official contact for this project.
- 2. Provide FFSL with the deliverables identified in the attached scope of work and advise FFSL of any proposed changes to the scope of work. Any change must be agreed upon by FFSL before any proposed changes take place.
- 3. Follow proper purchasing procedures for political subdivisions of the State when soliciting bids for a contractor.

- 4. Submit detailed invoices showing actual hours worked, rates, travel expenses, materials, etc. and be able to supply documentation of time spent or expenditures made using the funds of this agreement if requested. All billing invoices will be submitted to FFSL for work completed by December 31, 2016.
- 5. Allow State auditors, and State agency staff, access to all records pertaining to this agreement for audit, inspection, and monitoring of services. The City will maintain all records necessary to properly account for the expenses made for the costs authorized by this agreement. These records will be maintained for at least four years after the agreement terminates, or until after all audits initiated within the four years have been completed, whichever is later.

IV TERM OF AGREEMENT

This Agreement shall become effective on the date of the final signature by the Parties and shall remain in effect until December 31, 2016, at the end of which time it will expire unless canceled or extended. This Agreement may be revised as necessary by mutual consent of the Parties or by the issuance of written amendment, signed and dated by the Parties. Either Party, providing it gives 30 days written advance notice, may terminate this Agreement.

Utah Division of Forestry Fire And State Lands,	Santaquin City
Trent Bristol, WF Area Manager Date	Thate Incorporated
Utah Division of Forestry Fire And State Lands (Administrative Services Director)	January 4. 1932 Fig. OF UTAY
Roger Lewis, Admin Services Director	Date

- 4. Submit detailed invoices showing actual hours worked, rates, travel expenses, materials, etc. and be able to supply documentation of time spent or expenditures made using the funds of this agreement if requested. All billing invoices will be submitted to FFSL for work completed by December 31, 2016.
- 5. Allow State auditors, and State agency staff, access to all records pertaining to this agreement for audit, inspection, and monitoring of services. The City will maintain all records necessary to properly account for the expenses made for the costs authorized by this agreement. These records will be maintained for at least four years after the agreement terminates, or until after all audits initiated within the four years have been completed, whichever is later.

IV TERM OF AGREEMENT

This Agreement shall become effective on the date of the final signature by the Parties and shall remain in effect until December 31, 2016, at the end of which time it will expire unless canceled or extended. This Agreement may be revised as necessary by mutual consent of the Parties or by the issuance of written amendment, signed and dated by the Parties. Either Party, providing it gives 30 days written advance notice, may terminate this Agreement.

Santaquin City **Utah Division of Forestry Fire** And State Lands,

Utah Division of Forestry Fire And State Lands (Administrative Services Director)

Trent Bristol, WF Area Manager Date